

Town of Troy
Walworth County
N8870 Briggs Street
East Troy, Wisconsin 53120
Ordinance 2014-1
Land Division Ordinance

Town of Troy, Walworth County, State of Wisconsin

The Town Board of the Town of Troy, Walworth County, Wisconsin, does hereby ordain as follows.

SECTION 1 - TITLE/PURPOSE

The Title of this Ordinance is the Town of Troy Land Division Ordinance. The purpose of this Ordinance is to regulate and control the division of land within the limits of the Town of Troy, Walworth County, Wisconsin, in order to accomplish all of the following purposes:

- A. Promoting the public health, safety, and general welfare of the Town of Troy.
- B. Supplementing County, State, and Federal land division controls to implement any Town Comprehensive plan, or other land use plans.
- C. Promoting the planned and orderly layout and use of the land in the Town of Troy.
- D. Encouraging the most appropriate use of the land throughout the Town of Troy.
- E. Minimizing the public impact resulting from the division of large tracts into smaller parcels of land in the Town of Troy.
- F. Facilitating the adequate provision of transportation, water, sewage, health, education, recreation, and other public requirements in the Town of Troy.
- G. Providing the best possible environment for human habitation in the Town of Troy.
- H. Enforcing the goals and policies set forth in any Town Comprehensive Plan.
- I. Ensuring that the design of the street system will not have a negative long term effect on neighborhood quality, traffic flow, and safety in the Town of Troy.
- J. Realizing goals, objectives, policies, and development standards set forth in plans, codes, and ordinances adopted by the Town of Troy.
- K. Securing safety from fire, flooding, and other dangers in the Town of Troy.
- L. Avoiding the inefficient and uneconomical extension of governmental services in the Town of Troy.
- M. Conserving the value of prime agricultural soils in the Town of Troy.
- N. Providing for the conservation of the agriculturally important lands in the Town of Troy by minimizing conflicting land uses.
- O. Promoting the rural and agricultural character, scenic vistas, and natural beauty of the Town of Troy.
- P. Regulate the development of condominium projects.
- Q. Insure accurate legal descriptions.
- R. Providing for administration and enforcement of this Ordinance by the Town Board.

SECTION 2 - AUTHORITY

This Ordinance was adopted under the statutory authority granted pursuant to the Village Powers of the Town of Troy, pursuant to ss. 60.10 (2) (c), 60.22 (3), 61.34 (1), 236.03, and 236.45, Wis. Stats. This Ordinance was adopted by the Town Board after its receipt of a formal written recommendation of this Ordinance dated December 4, 2013 from the Town Planning Agency under ss. 61.35, 62.23 and 236.45 (2), Wis. Stats, which for the Town of Troy is the Town of Troy Plan Commission.

SECTION 3 - ADOPTION OF ORDINANCE

The Town Board, by this Ordinance, adopted on proper notice with a quorum and roll call vote by a majority of the Town Board present and voting, provides the authority for the Town Board to regulate and approve certain land divisions and certified surveys in the Town of Troy. Pursuant to s. 236.45 (4), Wis. stats., a public hearing was held before the adoption of this Ordinance and notice of the hearing was given by publication of a class 2 notice, under ch. 985, Wis. Stats.

SECTION 4 - DEFINITIONS

In this Ordinance, the following definitions shall apply:

- A. Agricultural Use as provided in s. 91.01 (1), Wis. Stats., means any of the following activities conducted for the purpose of producing an income or livelihood including crop or forage production; keeping livestock; beekeeping; nursery, sod, or Christmas tree production; floriculture; aquaculture; fur farming; forest management; enrolling land in a federal agricultural commodity payment program or a federal or state agricultural land conservation payment program; or any other use that the department, by rule, identifies as an agricultural use.
- B. Certified Survey or Certified Survey Map means a certified survey with the map of a minor land division of less than five (5) acres prepared in accordance with sec. 236.34, Wis. Stats., and in full compliance with the applicable provisions of this Ordinance. A Certified Survey Map has the same legal force and effect as a land division plat. All minor land divisions of less than five (5) acres require a Certified Survey Map by a registered land survey.
- C. Condominium means a building or a group of buildings in which units are owned individually and the building common areas and facilities are owned by all owners on a proportional undivided basis. A condominium is a legal form of ownership and not a specific building type or style.
- D. Conservation Easement as provided in s. 700.40, Wis. Stats., means a holder's non possessory interest in real property imposing any limitation or affirmative obligation the purpose of which includes retaining or protecting natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, preserving a burial site, as defined in s. 157.70 (1) (b), Wis. Stats., or preserving the historical, architectural, archaeological or cultural aspects of real property.
- E. Conservation Subdivision means a housing development from land division in a rural setting that is characterized by compact lots and common open space, and where the natural features of land are maintained by the greatest extent possible.
- F. Deed restriction means a restriction on the use of a property set forth in a deed or other instrument of conveyance, or recorded restriction, including, but not limited to, a restrictive covenant, conservation easement, transfer of development rights, or any restriction placed on undeveloped land as a condition for the division or development of the undeveloped land.
- G. Developer's Agreement means an agreement by which the local municipality and/or County and the land divider agree in reasonable detail to all of those matters arising in the development project, consistent with applicable laws and the provisions of this ordinance.

- H. Final Plat means a map prepared in accordance with requirements of Chapter 236 of the Wisconsin State Statutes and this Ordinance for the purpose of precisely dividing larger parcels into lots and used in conveying these lots.
- I. Land divider means any person, partnership, corporation, or other legal entity that has an ownership or other legal interest in the subject land that is being divided or is proposed to be divided, resulting in a land division.
- J. Land division means the division of a lot, outlot, parcel, or tract of land by the owner of the land, or the owner's agent, for the purpose of sale or for development when the act of division creates two or more parcels or building sites, inclusive of the original remnant parcel, including any land division by or for a Conservation Development, a Statutory Subdivision, a Minor Land division, a Condominium, Condominium Plat, Re-plat, Certified Survey Map, and any other land division.
- K. Land Use Plan means the Town of Troy Comprehensive Plan, adopted under s. 66.1001, Wis. stats. by the Town of Troy, concerning issues of land use in the Town including any subsequent amendment.
- L. Lot means a parcel which is created by a land division, with the designated parcel, tract, or area of land established by land division plat, Certified Survey Map, or as otherwise permitted by law to be conveyed, used, or developed.
- M. Minor Land Division means any division of land other than a statutory subdivision as defined herein of less than 35 acres in size. Any residual parcel resulting from any division of land shall be included in the minor land division if said parcel is less than 35 acres in size. The minimum land division under this Ordinance shall comply with the standard design and improvement requirements in Section 13 and the Certified Survey requirements in Section 12.
- N. Natural resource means air, land, water, groundwater, drinking water supplies, wildlife, fish, biota, and other such resources, belonging to, managed by, appertaining to, or otherwise controlled by the United States, State of Wisconsin, Walworth County, or the Town of Troy.
- O. Navigable Waters means any body of water, which is navigable under the laws of the State.
- P. Outlot means a parcel of land other than a lot or block so designated on a land division plat or Certified Survey Map.
- Q. Parcel means contiguous lands under the control of a land divider not separated by streets, highways, navigable rivers, or railroad rights-of-way.
- R. Replat means the process of changing the map or plat which changes the boundaries of a recorded Statutory Subdivision Plat, Minor Land Division, Certified Survey Map, or other land division or part thereof. The division of a large block, lot, or outlot within a recorded subdivision plat or certified survey which changes the exterior boundaries of said lot, block, or outlot is a replat.
- S. Restrictive Covenant means a deed restriction on the use of the land usually set forth in the deed. A restrictive covenant runs with the land and is binding upon subsequent owners of the property.
- T. Sketch Plan means a conceptual layout of a proposed development on a topographic map, which is submitted for formal review.
- U. Statutory Subdivision means a division of a lot, parcel or tract of land by the owner thereof or the owner's agent for the purpose of sale or of building development, where:
1. The act of division creates 5 or more parcels or building sites of 1 ½ acres each or less in area; or
 2. Five or more parcels or building sites of 1 ½ acres each or less in area are created by successive divisions within a period of 5 years.

- V. Town means the Town of Troy, Walworth County, Wisconsin.
- W. Town Board means the Board of Supervisors for the Town of Troy, Walworth County, Wisconsin and includes designees of the board authorized to act for the board.
- X. Town Clerk/Treasurer means the Clerk/Treasurer for the Town of Troy, Walworth County, Wisconsin.
- Y. Town Comprehensive Plan means a Comprehensive Plan adopted by the Town Board of the Town of Troy under §66.1001 Wis. Stats.
- Z. Town Plan Commission means the Town of Troy Plan Commission appointed by the Town Board of the Town of Troy, Walworth County, Wisconsin.
- AA. Wetland means an area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophilic vegetation and that has soils indicative of wet conditions.
- BB. Wis. Stats. means the Wisconsin Statutes, including successor provisions to cited statutes.
- CC. Plan Commission Secretary means the Secretary of the Town of Troy Plan Commission, Walworth County, Wisconsin.

SECTION 5 - EXEMPTIONS

- A. The provisions of this Ordinance, as it applies to land divisions of tracts of land in the Town of Troy into less than 5 parcels, shall not apply to any of the following:
 - 1. Transfers in interest in land by will or pursuant to court order.
 - 2. Leases for a term of not more than 10 years, mortgages, or easements.
 - 3. The sale or exchange of land between owners of adjoining property if additional lots are not thereby created and if the lots resulting are not reduced below the minimum size required by applicable laws, including this ordinance and as permitted by zoning.
- B. All of the following specific uses and activities are exempt from this ordinance:
 - 1. Cemetery plats made under s. 157.07, Wis. stats.
 - 2. Assessor's plats made under s. 70.27, Wis. stats.

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SECTION 6 - COVERAGE/COMPLIANCE

- A. This Ordinance applies to all lands in the Town of Troy. The Town Board shall be responsible to administer this Ordinance except as described otherwise herein.
- B. No person, unless exempt under this Ordinance, shall divide or create a land division of any land in the Town of Troy subject to the requirements of this Ordinance and no land division, including any Conservation Development, a Statutory Subdivision, a Certified Survey Map, Condominium Plat, Replat or Minor Land Division, shall be entitled to be recorded in the Office of the Register of Deeds for Walworth County unless the final land division, plat, or map as approved by the Town Board or its designee is in full compliance and consistent with all of the following:
 - 1. All requirements of this Ordinance; when provisions of this Ordinance impose greater restrictions than paragraphs 2. through 9. below, it is intended that the provisions of this Ordinance shall apply.
 - 2. Chapter 236, Wis. stats.

3. The Town of Troy Comprehensive Plan adopted under s. 66.1001, Wis. stats. or other Town Land Use Plan or any component thereof.
 4. The applicable Town of Troy, County of Walworth zoning regulations, building code, sanitary code, erosion control regulations, and other land division regulations.
 5. State Department of Natural Resources administrative rules on wetlands, shorelands, sewers, septic systems, and pollution abatement.
 6. All applicable State and local sanitary codes.
 7. All applicable Town of Troy Ordinances, including but not limited to:
 - A. Ordinance 96-2 Town Roads & Driveway Specifications, including revisions.
 8. All State Department of Transportation and County of Walworth Highway Department Administrative rules relating to safety of access and the preservation of the public interest and investment in the highway system, if the land owned and controlled by the land divider abuts on a state or county trunk highway or connecting road or street.
 9. All applicable extraterritorial, comprehensive plans, extraterritorial zoning or plat review ordinances, or official maps adopted pursuant to sec. 62.23, Wis. stats., and any other applicable Town of Troy, Walworth County, or extraterritorial authority ordinances and regulations.
 10. The Town of Troy Land Division Review Checklist (**Addendum A**) will be provided at the time of application.
- C. All applicable fees, costs, reimbursements, and other charges shall be paid, and any required financial guarantees shall be on file, prior to commencing construction of any improvement, whether public or private, or site development or approval of the final land division, whichever is earlier.
 - D. No land shall be divided or any land division occur if any parcel, lot, or outlot to be created by the land division is smaller than 40,000 square feet, or smaller than permitted by applicable zoning.
 - E. Any parcel in the Town of Troy, which shall be divided by a land division regardless of the lot size or number of lots created, which is located wholly or partially within a Shoreland Zoning District or a Floodplain District, shall require, at minimum, a Certified Survey Map to be recorded in the Walworth County Register of Deeds Office with approval by the Town Board or its designee under this Ordinance prior to recording.
 - F. Any parcel in the Town of Troy, which shall be divided and cause a land division regardless of the lot, outlot, or parcel size or number of lots, outlots, or parcels created, shall comply with §59.692, §281.31, §236.45 Wis. Stats., Chapter 703 Wis. Stats., and any applicable State laws and State Administrative Code provisions.
 - G. All visible structures, encroachments, fences, navigable waters, and public streets and public roads shall be shown to scale on any Certified Survey Map for any land division to be recorded.
 - H. Any outlots created on a Certified Survey Map shall be accompanied with a statement of purpose or use of the outlot.
 - I. No person shall construct upon, convey, record, or place survey monuments, conduct surveys, layout parcels, lots, or outlots, or create plats or maps on any land in the Town of Troy in violation of this Ordinance or the Wisconsin Statutes.

- J. It shall be unlawful to build upon, divide, convey, record or place monuments on any land in violation of this Ordinance or the Wisconsin Statutes; and no person, firm or corporation shall be issued a building permit by the Town of Troy authorizing the building on, or improvement of, any subdivision, minor land division, condominium or replat within the jurisdiction of this Ordinance not of record as of the effective date of this Ordinance until the provisions and requirements of this Ordinance have been fully met. The Town may institute appropriate action or proceedings to enjoin violations of this Ordinance or the applicable Wisconsin Statutes.
- K. All land division approvals required by the State Department of Administration or its successor Department, and all other applicable State, County, and local agencies, for specific land divisions, including any Statutory Subdivisions, Minor Land Divisions, or Certified Surveys shall be obtained prior to final approval by the Town Board or its designees.
- L. All land division, plats, or Certified Survey Maps, upon receipt of final approval by the Town Board or its designees, shall be recorded in the Office of the Register of Deeds at the cost of the land divider. Final plat approval shall comply for recording with §236.21 and §236.25 Wis. Stats.
- M. No persons shall make, record, or replat any land division, except as provided under §70.27(1) Wis. Stats. if it alters acres dedicated to the public without proper Court action to vacate such plat, map, or part thereof.
- N. A condominium plat prepared by a land surveyor registered in Wisconsin is required for all condominium plats, or any amendments or expansions thereof. The land divider shall comply in all respects with the requirements of §703.11 Wis. Stats. and the following:
1. Density: Adequate open space should be provided so that the average density and intensity of land use shall be no greater than that permitted for the Town of Troy and/or County zoning district in which it is located.
 2. Submittal: The land divider shall submit the proposed site plan to the Town Clerk/Treasurer who will forward it to the Troy Town Board for consideration and possible approval, in conjunction with the condominium plat and condominium declaration. The site plan shall depict the use and location of all existing and proposed structures, neighboring land and water uses, parking areas, and driveway locations. The submittal shall also describe highway access, traffic generation according to Institute of Traffic Engineers standards, traffic circulation, drainage, waste disposal, water supply systems, and the effects the proposed uses, structures, improvements, and operation have upon the area, including flood damage protection, water quality, shoreland cover, natural beauty, and wildlife habitat.
 3. Review and Approval: The Town of Troy shall approve the site plan, declaration and plat if it finds that the proposed uses and structures are in accordance with the terms, purpose and intent of this Ordinance and are found not to be hazardous, harmful, offensive, or otherwise adverse to the environmental corridor, wetlands, floodplain, shoreland cover, drainage, street and highway system, or park and open space element of the Town of Troy Comprehensive Plan and other applicable laws.
- O. Where other governing authorities, including the State, the County, or any extraterritorial municipal body has the statutory or ordinance authority to approve or to object to any proposed land division and the requirements are conflicting, the land divider and the land division shall comply with the most restrictive requirements.
- P. Non-Liability: The Town of Troy does not guarantee, warrant or represent that only those areas designated as floodplains on plats and certified survey maps will be subject to periodic inundation, nor does the Town guarantee, warrant or represent that the soils shown to be unsuited for a given land use from tests required are the only unsuited soils, and hereby asserts that there is not liability on the part of the Town of Troy, or its officers, employees, agents, and independent contractors for any flood damages, sanitation problems, or structural damages that may occur as a result of reliance upon, or conformance with this Ordinance.

SECTION 7 - SPECIFIC COMPLIANCE PROVISIONS

- A. All parcels, lots, or outlots that will be proposed to be divided for land division purposes under this Ordinance that are bisected or divided by a public road, public street, public trail, or a navigable water may be divided along these natural or constructed features.
- B. No land shall be issued a land division approval if the Town Board of the Town of Troy determines that any proposed land division plat, or Certified Survey Map or other land division will materially interfere with existing agricultural uses or will conflict with other goals, objectives, and policies as set forth in the Town Comprehensive Plan, or other land use plan. In addition, the land division approval must be determined to be, by the Town Board, consistent with the Town Comprehensive Plan. In the event of a conflict between the requirements of this ordinance, the applicable zoning ordinance, other applicable laws, and the conditions imposed upon any land division approval, the most restrictive requirements apply as determined by the Town Plan Commission.
- C. No land shall be issued a land division approval for a purpose that poses a significant threat to the quality or quantity of groundwater in the Town of Troy.
- D. No land shall be issued a land division approval if it is held unsuitable by the Town Board for its proposed use for reason of flooding, inadequate drainage, dangerous or hazardous land conditions, adverse soil or rock formation, severe erosion potential, unfavorable topography, inadequate water supply or sewage disposal or maintenance capabilities, impairment of wildlife habitat and scenic vistas, improper utilization of prime farm soils, undue costs and inefficiencies in the provision of Town of Troy governmental services, or any other feature likely to be harmful to the health, safety, or welfare of current or future residents of the Town of Troy, or likely to cause a public nuisance in the Town of Troy. The Town Plan Commission may require any proposed land divider to furnish maps, data, and other information as may be necessary to determine land suitability.
- E. No person shall be issued any land division approval by the Town Board until the appropriate application fees have been paid to the Plan Commission Secretary.
- F. No person shall be issued any land division approval by the Town of Troy who has failed to properly and fully complete and submit to the Town Board the application form developed and provided by the Town of Troy.
- G. No person shall sell any parcel of land, lot, or outlot in the Town of Troy if it abuts on a road which has not been accepted as a public road unless the seller informs the land purchaser in writing of the fact that the road is not a public road and is not required to be maintained by the Town of Troy or the County of Walworth.
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11-12-14 97, 8,* H. No person shall be issued a final land division approval by the Town Board until the land divider makes or installs all public improvements deemed necessary by the Town Board or until the land divider executes a letter of credit or other security acceptable to the Town Board to insure that the land divider will make these public improvements within a time established by the Town Board. The land divider is also required to execute a Developer's Agreement with the Town.
- I. No person shall be issued a final land division approval by the Town Board until the land divider submits and obtains approval of the proposed land division plat or proposed certified survey map to the following approving authorities: Walworth County, the Wisconsin Department of Administration, and any other applicable State, County, and local agencies.
- J. No person shall be issued a final land division plat approval by the Town Board until the land divider agrees in writing that the land divider will be responsible for the cost of any necessary alteration of any existing utilities that arise by virtue of the land division.
- K. No person shall be issued a final land division plat approval by the Town Board unless all public improvements to be constructed or installed as required by the Town Board within the land division plat area or Certified Survey Map area meet the requirements established in writing by the Town Board.

- L. The Town of Troy shall not be responsible, with respect to any final land division for any public improvements, and shall not be responsible to accept any dedicated streets, roads, or other public areas and other public improvements until the Town Board, by resolution, accepts or approves such dedicated public improvements with or without conditions.
- M. No person shall be issued a final land division approval by the Town Board unless all proposed roads are acceptable to the Town Board. Any such dedication shall be accepted, upon completion of the required work to the satisfaction of the Town, by separate Resolution of the Town Board. The applicant shall finish all shoulders and road ditches, if any, install all necessary culverts at intersections and, if required by the Town Board, surface ditch inverts to prevent erosion and sedimentation in accordance with plans and standard specifications approved by the Town Board, as recommended by the Town Engineer.
- N. No person shall be issued a final land division approval by the Town Board unless any natural gas, water, sewer, electrical power, cable and telephone facilities are installed in such manner as to make adequate service available to each parcel, lot, or outlot in the proposed land division. No such electricity, cable, or telephone service shall be located on overhead poles. In addition, plans indicating the proposed location of any new or replacement natural gas, sewer, water, electric, cable, and telephone facilities required to serve the land division shall be noticed to and approved by the Town Board every year.
- O. No person unless specifically waived in writing by the Town Board, shall be issued a final land division approval by the Town Board unless formal dedication of parks, open spaces, or sites for other public uses have been made, as required by the Town Board at no cost to the Town of Troy; or such fees, in lieu of such dedication, as established by the Town Board, shall have been paid by the land divider to the Clerk/Treasurer of the Town of Troy; subject to Wisconsin Statutes Section 236.45(6), including such amendments or renumbering as may be made thereto from time to time.
- P. The Town Plan Commission or Town Board may require submission of a draft of protective covenants whereby the owner intends to regulate land use in the proposed division or development and otherwise protect the proposed development. The Town Attorney shall review all covenants and shall approve covenants as to form.

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Q. Before or as a condition of receiving final approval from the Town Board of any plat or certified survey map for which public improvements are required by this Ordinance; or for which public improvements, dedications, or fees are being deferred under this Ordinance; or for which phasing approval is being granted; the land divider shall submit to and receive approval from the Town Board, Town Attorney and the Town Engineer, a developer's agreement and a financial guarantee in the form of a letter of credit, for the improvements (including all public, private and site development improvements), prior to commencing construction of any improvement, whether public or private, or site development or approval of the final plat, condominium plat, or certified survey map, whichever is earlier.

SECTION 8 - CONSERVATION DEVELOPMENT

In order to further the goals and policies of the Town Comprehensive Plan, or land use plan, assuming all other provisions of this ordinance are met, the Town Board will favor plans for land divisions that provide for a conservation development. At the discretion of the Town Board, deed restrictions, including restrictive covenants, or conservation easements, or both, may be required for such plans that include the conservation development.

SECTION 9 - APPLICATION AND SKETCH MAP SUBMITTAL

- A. Any land divider who divides or proposes to divide for land division purposes land located in the Town of Troy that will create a land division, including a Conservation Development, Statutory Subdivision, Certified Survey Map, Condominium Plat, Minor Land Division, Replat, or revision of an existing land division shall, prior to any submittal of any Preliminary Plat or map information, submit to the Town Plan Commission Secretary a land division application, which may be obtained from the Town Plan Commission Secretary, with the appropriate fee and with all of the following required information and attachments:
1. The name and address of the owner of the property, and the land divider.
 2. The location and size of the property, and the type of land division that is to be requested.
 3. The tax key number, legal description, and existing zoning of the property.
 4. A plat of survey including surveyor's name and address.
 5. The number and size of projected parcels, lots, or outlots upon a final land division.
 6. A site plan showing the location of buildings, roads, and other pertinent facilities including their setback(s) from lot lines; and also highway access and drainage plans.
 7. A signed and dated Town of Troy Charge Back Agreement which obligates the land divider to reimburse the Town for all costs, fees and expenses the Town incurs in relation to the matter.
 8. Submittal and execution of a Developer's Agreement is required when a letter of credit is executed for public improvements.

This provision does not apply to a correction instrument, except if the affidavit in the correction instrument would change the areas dedicated to the public or restricted for the public benefit, then the Town Board must approve such change.

- B. With any initial land division application the land divider shall submit to the Town Plan Commission Secretary a sketch map to scale. More than one attached sheet may be used but no sheet may be larger than 8 1/2 x 14 inches. Each submission shall include all contiguously owned land except the sketch map need not show more than 20 times the area of the intended certified survey. The sketch map shall show all of the following:
1. A north arrow, the date, the scale, and a reference to a section corner.
 2. The approximate dimensions and areas of the parcels, lots, outlots, and easements.
 3. The location and type of existing and proposed buildings and structures and uses, including any Conservation Development areas.
 4. The location of drainage ditches, water wells, sewerage systems, and other features pertinent to the land division.
 5. The location of existing and proposed roads, highways, developments, navigable waterways, trails, and driveways and distances to the nearest adjoining highways, roads, or driveways on all sides of the proposed site.
 6. The location of general land cover types, such as woodlands, wetlands, agricultural, etc.
 7. The location of any slopes of 12% or greater.

8. The setback of building lines required by any approving agency.
 9. The uses of the land adjacent to the property and any existing roads, easements and restrictions of record, public access to navigable water, dedicated areas and utilities on/or adjacent to the land.
- C. The Town Plan Commission Secretary shall review for completion the applicable land division application and sketch map for completeness, including payment of applicable application fees, within ten (10) working days of receipt. The Town Plan Commission Secretary shall thereafter notify the land divider by certified mail if the application is determined by the Town Plan Commission Secretary to be complete or incomplete. The Town Plan Commission Secretary shall provide written reasons for any alleged incompleteness of the application with the notification.
 - D. The Town Plan Commission Secretary shall send to the land divider, by certified mail, a notice and agenda of the scheduled date of the Town Plan Commission for the appropriate meeting to review and consider the complete or incomplete Application and any preliminary approvals for land division no later than ten (10) days prior to the date of the meeting.
 - E. The land divider or the land divider's designee shall attend the meeting and present the proposed Land Division, preliminary plat or map documents, and sketch map to the Town Plan Commission for its consideration. Failure of the land divider or designee to attend the meeting or provide a complete Application may be used as grounds for the Town Plan Commission to recommend denial of the current, or of any later requested approvals for the land division.

SECTION 10 - SUBDIVISION PRELIMINARY APPROVAL, CONDITIONAL APPROVAL, REJECTION

- A. Prior to the submittal of the Statutory Subdivision Preliminary Plat or other Preliminary plat document, the land divider shall have submitted the land division application noted in Section 9. The Statutory Subdivision Preliminary Plat, sketch map, and other relevant document information, including the Land Division Application, shall be reviewed by the Town Plan Commission for conformance and consistency with §236.11 Wis. Stats., §236.12 Wis. Stats., and this Ordinance, any Town Comprehensive Plan, any land use plan, and all other applicable Town of Troy Ordinances, rules, regulations, and plans. The Town Plan Commission may also review applicable County, State, and Federal laws, ordinances, rules, regulations, and plans for consistency and conformity that may affect the proposed Statutory Subdivision.
- B. A Statutory Subdivision Preliminary Plat shall be required for all proposed Statutory Subdivisions and shall be based upon a survey by a registered land surveyor and the plat prepared on paper of good quality at a map scale of not more than one hundred (100) feet to the inch and shall show correctly and completely on its face the following information:
 1. Title or name under which the proposed statutory subdivision is to be recorded. Such title shall not be the same or similar to a previously approved and recorded plat, unless it is an addition to a previously recorded plat and is so stated on the plat;
 2. Property location of the proposed statutory subdivision by: government lot, quarter section, township, range, County, and State;
 3. A sketch showing the general location of the statutory subdivision within the U.S. Public Land Survey section;
 4. Date, graphic scale, and north arrow;
 5. Names, addresses, and telephone numbers of the owner, land divider, and land surveyor preparing the plat;

6. The entire area contiguous to the proposed plat owned or controlled by the land divider shall be included on the preliminary plat even though only a portion of said area is proposed for immediate development. The Town Board may waive this requirement where it is deemed unnecessary to fulfill the purposes and intent of the Ordinance and severe hardship would result from the strict application;
7. Exact length and bearing of the exterior boundaries of the proposed Statutory Subdivision referenced to a corner established in U.S. Public Land Survey and the total acreage encompassed thereby;
8. Existing and proposed contours at vertical intervals of not more than two (2) feet where the slope of the found surface is less than 10%, and of not more than five (5) feet where the slope of the ground surface is 10% or more. Elevations shall be marked on such contours based on National Geodetic Vertical Datum of 1929 (mean sea level). Draining patterns and watershed boundaries shall be delineated to help determine peak runoff for specified storm events;
9. Water elevations of adjoining lakes and streams at the date of the survey and approximate high and low water elevations, all referred to mean sea level (1929) datum;
10. Floodplain limits and the contour line lying a vertical distance of two (2) feet above the elevation of the 100 year recurrence interval flood, or where such data is not available, five (5) feet above the elevation of the maximum flood of records;
11. Location, right-of-way, width, and names of all existing roads, highways, alleys, trails, or other public ways, easements, railroad and utility right-of-way and all section and quarter-section lines within the exterior boundaries of the plat or immediately adjacent thereto;
12. Type, width, and elevation of any existing street pavements within the exterior boundaries of the plat or immediately adjacent thereto together with any legally established centerline elevations, all to mean sea level (1929 datum);
13. Location and names of any adjacent Statutory Subdivisions, Minor Land Divisions, Certified Survey lots, unplatted and unsurveyed parcels, outlots, lots, parks, and cemeteries, and owners of record of abutting unplatted and unsurveyed lands;
14. Location, size, and invert elevation of any existing sanitary or storm sewers, culverts, and drain pipes, the location of manholes, catch basins, hydrants, power and telephone poles, and the location and size of any existing water and gas mains within the exterior boundaries of the plat or immediately adjacent thereto. If no sanitary or storm sewers or water mains are located on or immediately adjacent to the lands being platted, the nearest such sewers or water mains which might be extended to serve lands shall be indicated by their direction and distance from the nearest exterior boundary or the plat and their size, and invert elevations;
15. Locations of all existing property boundary lines, structures, drives, lakes, streams, navigable waters, and watercourses, wetlands, rock outcrops, wooded area, railroad tracks, and other similar significant natural or man-made features within the tract being subdivided or immediately adjacent thereto;
16. Location, width, and names of all proposed streets, roads, highways, and public rights-of-way such as alleys and easements;
17. Approximate dimensions of all lots, outlots, and parcels together with proposed lot, outlots, parcels, and block numbers;
18. Location and approximate dimensions and size of any sites to be reserved or dedicated for parks, neighborhood park, drainageways, trails, or other public uses or which are to be used for group housing, shopping centers, church sites, or other private uses; if these parcels are outlots on the development proposal, the ownership and purpose shall be stated on the face of the plat;

19. Approximate radii of all curves;
 20. Existing zoning on and adjacent to the proposed Statutory Subdivision;
 21. Any proposed lake and stream access with a small drawing clearly indicating the location for the proposed Statutory Subdivision in relation to the access;
 22. Any proposed lake and stream improvements or relocation;
 23. Soil type, slope and boundaries as shown on the detailed operational soil survey maps prepared by the U.S. Soil Conservation Service;
 24. Location of soil boring tests, where required by Section ILHR 85.06 of the Wisconsin Administrative Code, made to a depth of at least six (6) feet, unless bedrock is at a lesser depth. The number of such tests shall be adequate to portray the character of the soil and the depths of bedrock and groundwater from the natural undisturbed surface. To accomplish this purpose, a minimum of one (1) test per three (3) acres shall be made initially. The results of such tests shall be submitted along with the preliminary plat;
 25. All environmental corridors and isolated natural areas as mapped by State, regional, or local agencies.
 26. All Department of Natural Resources designated wetlands, and any field verified wetlands designated by a public agency.
 27. The surveyor or engineer preparing the Statutory Subdivision Preliminary Plat shall certify on the face of the plat it is a correct representation of the proposed Statutory Subdivision and physical features and that he has fully complied with the provisions of this Ordinance.
 28. Easements shall be shown and shall include but not be limited to all existing or intended utility easements, drainage easements, conservation easements, access easements, and service easements. Easements shall not be used for conveyance of streets, pedestrian right-of-way, parks, or school lands, or other public lands requiring dedication. On all drainage easements it shall state on the face of the document that the Town Board shall own title and bear responsibility for maintenance of the easement. The Town Board shall have the authority to assess the costs of maintaining those easements to all benefiting landowners in the development;
 29. Any wildlife habitat areas in addition to threatened or endangered species;
 30. A detailed statement as to whether and how the proposed development is consistent with the Town of Troy Comprehensive Plan;
 31. The school district in which the development is located should be noted on the face of the preliminary plat;
 32. Characteristics of vegetation;
 33. Historic and cultural features;
 34. Scenic vistas.
- C. The Town of Troy, after determining from a review of the Preliminary Plat that the soil, slope, vegetation, and drainage characteristics of the site are such as to require substantial cutting, clearing, grading, and other earthmoving operations in the development of the Statutory Subdivision or otherwise entail an erosion and stormwater hazard, may require the land divider to provide erosion and sediment control and stormwater management plans;

- D. The Town Board shall require submission of a draft of protective covenants, where a covenant is proposed whereby the land divider intends to regulate land use in the proposed statutory subdivision and otherwise protect the proposed development. The covenants shall be subject to the review and approval of the Town of Troy attorney as to form;
- E. The land divider shall prepare and submit a traffic impact study based upon Institute of Traffic Engineers standards if required by the Town of Troy. The study shall be transmitted for review and comment by the Town Plan Commission prior to action on the Statutory Subdivision preliminary plat;
- F. Unless the timeline is extended by agreement with the land divider, the Town Board shall, within ninety (90) days of the date of receipt by the Town Plan Commission Secretary of a complete proposed Preliminary Plat, deem the Statutory Subdivision Preliminary Plat complete, grant approval of, grant conditional approval of, or reject the Statutory Subdivision plat as proposed. One (1) copy of the Statutory Subdivision Preliminary Plat shall thereupon be returned to the land divider with the date and action endorsed thereon. If approved conditionally or rejected, the conditions for approval or reasons for rejection shall be stated in the minutes of the meeting and a letter setting forth the conditions of approval or the reasons for rejection shall be sent to the land divider. Reasons for conditional approval or rejection may include nonconformance or inconsistency with this Ordinance, the Town Comprehensive Plan, or other Land Use Plan, nonconformance or inconsistency with Town of Troy Ordinances, rules, regulations, or plans, and nonconformance with applicable County, municipal, State, or Federal laws, ordinances, rules, regulations, or plans. One copy of the Statutory Subdivision Preliminary Plat shall be filed with the Town Plan Commission Secretary for the Town of Troy records.
- G. If the Town Board denies two consecutive Statutory Subdivision Preliminary Plats for the same parcel, no subsequent re-application for a Statutory Subdivision approval of that parcel will be accepted, received, or considered by the Town within 3 months of the second denial.
- H. In the event of a rejection of the proposed Statutory Subdivision Preliminary Plat by the Town Board, the Town Board shall recite in writing the particular facts upon which it bases its conclusion for rejection.

SECTION 11 - FINAL PLAT APPROVAL

- A. The Statutory Subdivision Final Plat shall comply fully with ss. 236.11, 236.12, 236.20, 236.21, and 236.25 Wis. stats., and all other applicable laws, in its Statutory Subdivision final plat.
- B. The Town of Troy requires that an updated abstract of title certified to date of submission, or, at the option of the applicant, a policy of title insurance or a certificate of title from an abstract company for examination in order for the Town Board or its designees to ascertain that all parties in interest have signed the owner's certificate on any plat.
- C. A copy of the approved Statutory Subdivision Final Plat as recorded in the Register of Deeds Office shall be filed with the Town Clerk/Treasurer within five (5) days of the recording.
- D. Once the final plat is approved and recorded, and all required improvements have been installed and accepted by the Town, the land divider shall seek and obtain from the Town Board a Resolution from the Town of Troy specifically stating that the Town of Troy accepts from the land divider all lands shown on the plat as dedicated to the Town of Troy for the public, including street or road dedications.
- E. The Town Board or its designee shall approve or reject the Statutory Subdivision Final Plat within sixty (60) days of its submission to the Town Clerk/Treasurer unless extension of the time is mutually agreed in writing. Appropriate notices shall be provided as noted in §236.11 (2) Wis. Stats.

SECTION 12 - CERTIFIED SURVEY MAP

- A. Prior to submittal of any Preliminary map or any Certified Survey Map, the land divider shall have submitted to the Town Plan Commission Secretary the Land Division Application noted in Section Nine (9). A Certified Survey Map prepared by a land surveyor registered in the State of Wisconsin is required for all minor land divisions. All required Certified Survey Maps shall comply in all respects with §236.10 Wis. Stats., s. 236.34, Wis. Stats., where applicable, and State survey standards. The Town of Troy shall comply with the ninety (90) day requirement in §236.34 Wis. Stats. for final approval, final approval on condition, or rejection by the Town Board or its designee, as the approving authority for the final Certified Survey Map.
- B. The Certified Survey Map shall, at minimum, show correctly on its face, in addition to the information required by s. 236.24, Wis. Stats., all of the following:
1. All existing buildings, fences, water courses, wetlands, lakes, navigable waters, ponds, drainage ditches, waste disposal systems, and other features pertinent to the property division, including the location of water wells, dry wells, drain fields, pipes, culverts, and existing easements, public streets, and any adjoining parks, cemeteries, public roads, streets, subdivisions, ponds, streams, lakes, flowages, wetlands, railroad rights of way, and easements.
 2. The building envelope and its distance to 2 property lines, if a building location were required and approved by the Town Board.
 3. The area of parcels, outlots, and lots in acres.
 4. The date of the map.
 5. The graphic scale of the map and north arrow.
 6. The entire area contiguous to the plat owned or controlled by the owner or land divider.
 7. Any floodplain limits.
- C. The Certified Survey Map shall include in its certification, in addition to the information required by s. 236.34, Wis. Stats., all of the following:
1. A legal description of the parcel; the surveyor's name, address, and signature; a statement from the surveyor that the surveyor has fully complied with all the provisions of this ordinance.
 2. The owner's name, address, and signature.
 3. Signature lines and dates for approval by the Town Chairperson and Town Clerk/Treasurer.
- D. 1. The Certified Survey Map is entitled to final approval by the Town Board only if the Certified Survey Map, together with all required information, is submitted within twelve (12) months of the Land Division Application submitted to the Town Clerk/Treasurer and it substantially conforms and is consistent with all of the following:
- a. The Land Division Application and sketch map as determined complete and the preliminary documents submitted by the land divider.
 - b. Any and all conditions of approval established by the Town Board, pursuant to this Ordinance.
 - c. The adopted Town Comprehensive Plans or other applicable Town, County, or municipal land use plans and Ordinances, including any Town, County, or other applicable municipal zoning or plat review Ordinances.

- d. All appropriate requirements for Certified Survey Maps and Minor Land Divisions as noted in this Ordinance.

SECTION 13 - DESIGN STANDARDS

Any Minor Land division or Statutory Subdivision shall meet the following design standards:

A. Street and Road Standards.

1. The land divider shall dedicate land for and to improve streets and roads in the Town of Troy as provided herein. Streets and roads shall conform to any applicable official map ordinances in effect in the Town of Troy. Streets and roads shall be located with due regard for topographical conditions, natural features, existing and proposed streets, utilities, land uses, and public convenience and safety.
2. All parcels, outlets, or lots shall have frontage on a public street or public road.
3. Street and road locations shall be consistent with any applicable Town of Troy road plan or Town of Troy Comprehensive Plan officially adopted by the Town Board. Town road right-of-way widths, radii of curvature, and grades shall conform to the Town road standards in §82.50 Wis. Stats. and such more restrictive standards as may be adopted from time to time by the Town.
4. Public roads and public streets shall be laid out to provide for possible continuation wherever topographic and other physical conditions permit.
5. Minor public streets or roads shall be so laid out so as to discourage their use by through traffic.
6. The number of intersections of minor public streets or public roads shall be reduced to the practical minimum consistent with circulation needs and safety requirements. Where a land division abuts or contains an existing or proposed arterial highway, the Town Board shall require a frontage road, non-access reservation along the rear of the property contiguous to such highway, or such other treatment as may be necessary to insure safe, efficient, traffic flow and adequate protection of residential properties.
7. A tangent at least 100 feet long shall be required between reverse curves on arterial and collector public streets and roads.
8. Public streets and public roads shall afford maximum visibility and safety and shall intersect at right angles, where practical.
9. Dedication of half-width streets shall be prohibited, except where it is essential for the reasonable development of the land division in conformity with the other requirements of this ordinance. Where a half street has been dedicated adjacent to a land division, the remaining half of the street shall be dedicated by the land divider of the adjoining land.
10. Cul-de-Sacs. Cul-de-sacs are regulated as follows:
 - a. Permanent cul-de-sac streets may not be permitted where it is possible to provide a loop street or a through street. The feasibility of a through street or a loop street shall be based on the physical features of the tract proposed for development, the potential for extension of the street to adjoining lands, restrictions imposed by other governmental regulations, and the ability of the design to meet all other requirements of this section.

- b. Temporary cul-de-sac streets may not be permitted where it is possible to provide a loop street or a through street, unless a waiver or modification is granted as provided for in this section. The feasibility of a through street or a loop street shall be based on the physical features of the tract proposed for development, the potential for extension of the street to adjoining lands, restrictions imposed by other governmental regulations, and the ability of the design to meet all other requirements of this section.
 - c. When cul-de-sac streets are proposed, whether permanent or temporary, the application for the conceptual discussion shall be accompanied by a written analysis by the Developer of the merits of the design and the reasons that a through street or loop street would not be feasible.
 - d. Approval of cul-de-sac streets, whether permanent or temporary, shall be made at the sole discretion of the Town Board after referral and receipt of a recommendation from the Plan Commission, all which must occur prior to submittal of a preliminary plat.
 - e. The length of a cul-de-sac, whether temporary or permanent, shall be measured from the centerline intersection with the through street to the center point of the turnaround.
 - f. Permanent cul-de-sacs shall include a terminal turnaround, which shall be provided at the closed end with a right-of-way radius of not less than sixty (66) feet.
 - g. Temporary cul-de-sacs shall be provided with a temporary terminal turnaround, which shall be provided at the closed end with a right-of-way radius of not less than sixty-six (66) feet. The temporary terminal turnaround right-of-way shall be placed adjacent to lot boundary line and the right-of-way of the same widths, as the street shall be carried to said property line in such a way as to permit future extension of the street into the adjoining tract. No "T" shaped turnarounds, "hammerhead" shaped turnarounds or dead end streets are allowed.
 - h. Permanent cul-de-sac streets shall not exceed 1,200 feet in length and no waiver or modification may be granted to this restriction.
 - i. Temporary cul-de-sac streets shall not exceed 1,200 feet in length, unless a waiver or modification is granted to this restriction. In order to be granted a waiver or modification to this requirement, the Developer must submit proof that the temporary cul-de-sac has an ability to be extended. This feasibility shall be based on the physical features of the tract proposed for development, the physical features of the adjoining tract, the potential of extension of the street to adjoining lands, restrictions imposed by other governmental entities, the ability of the design to meet all of this section, a review of topographic, wetlands, environmental corridors, and natural features and adequate access for emergency vehicles.
 - j. Consideration should be given when approving all streets whether permanent or temporary that there is a place to put snow.
11. Where possible, parcel, outlot, and lot lines shall be perpendicular to the public street or public road line, and to the tangent at the lot corner on curved public roads or public streets.
 12. No public street or public road names shall be used which will duplicate or may be confused with the names of existing streets or roads. Street or road names shall be subject to the approval of the Town Board.
 13. Alleys shall have a minimum width of 30 feet with a minimum roadway width of 20 feet.

B. Block and Lot Design and Improvements.

1. A block is a parcel of land bounded on at least one (1) side by a public street or public road and on the other side by natural or man-made barriers or unplatted land. The lengths, widths, and shapes of blocks shall be determined by the following:
 - a. Building site needs.
 - b. Town of Troy parcel, outlot, lot size, and dimensional requirements.
 - c. Needs for convenient access, circulation, control, and safety of street traffic.
 - d. Limitations and opportunities of topography.
 - e. Block lengths shall normally not exceed 2,000 feet, or be less than 600 feet in length, except cul-de-sacs and permanent dead-end public road or public streets, unless waived specifically by Resolution by the Town Board.
2. To provide adequate access and circulation to playgrounds, schools, shopping centers, or other community facilities, the Town Board may require for all land division that walkways be provided, either along public streets and public roads, or through the center of blocks.
3. Double frontage lots for all land division plat or Certified Survey Maps shall be avoided except where essential to provide separation of residential development from traffic arteries or to overcome particular topographic and site disadvantages.
4. Sewer and water facilities, public street and public road paving, and surface water drainage as required by the Town Board of the Town of Troy shall be provided for each lot in accordance with specifications approved by the Town Board.
5. Access to public streets: Every lot shall front or abut on a public street; except that this subsection does not apply to flag lots, which are separately regulated by subsection (6), below. A lot shall only be considered to be abutting on a public street if:
 - a. The lot abuts a public street for at least sixty (60) feet; and
 - b. Either of the following is true:
 1. The lot meets the minimum average width requirement of the zoning district in which it is located at the building setback line; or
 2. One-half (1/2) the depth of the lot is at least the minimum average width of the zoning district in which it is located; and
 - c. Provided further, that a lot which has a narrow strip as part of the lot extending to the public street from the main part of the lot where the building could lawfully be placed, shall only be considered to be abutting on the public street if the narrow portion of the lot is as wide as the required minimum average width for the district in which it is located.
6. Flag Lots: Flag lots may only be permitted with Town Plan Commission and Town Board approval, where they provide flexibility in the design, reduce the length of permanent cul-de-sacs; avoid preservation areas such as floodplains, wetlands, steep slopes, or Primary or Secondary Environmental Corridors, while permitting the construction of homes having minimal impact on the environment. The access drive to the proposed building must be paved or graveled from the road right-of-way to the residence to a width of at least 12' and not conflict with the future development of streets in the area. The grade of the proposed access drive must meet the building code requirements, or extension of the street to adjoining lands restrictions.

C. Storm Water Drainage.

1. The owner shall construct storm water drainage facilities, adequate to serve the division or development which may include curbs and gutters, catch basins and inlets, storm sewers, road ditches, open channels, water retention structures and settling basins. All such facilities shall be of adequate size and grade to hydraulically accommodate the maximum potential volumes of flow and shall be so designed as to prevent and control soil erosion and sedimentation and to present no hazards to life or property. In addition:
 - a. Drainage facilities shall, if required, include water retention structures and settling basins so as to prevent erosion and sedimentation where such facilities discharge into streams or lakes. The design criteria, the size, type, grades and installation of all storm water drains and sewers and other cross-section, invert and erosion control paving check dams, flumes or other energy dissipating structures and seeding and/or sodding of open channels and unpaved road ditches proposed to be constructed shall be in accordance with the plans and standard specification approved by the Town Engineer.
 - b. The owner shall assume the cost of installing all storm water drainage facilities within the proposed division or development.

D. Fire Protection Reservoirs.

1. General Requirements. To ensure adequate water is available for the purposes of fire suppression, any developer or owner who subdivides lands into five (5) or more residential or commercial lots shall provide a system of Fire Protection Reservoirs within the platted area for fire suppression purposes. The full and total cost of all engineering and legal fees, reservoirs, installation, plumbing, fire fittings, painting, access lanes/roads, initial filling with water, land restoration, and other cost of compliance with this ordinance shall be the responsibility of the developer or owner.
 - a. The system of reservoirs or accepted alternatives shall be in place, approved and functional before any new building construction begins with the platted areas.
 - b. The requirements for Fire Protection Reservoirs shall apply equally to new and existing developments if, after the date of enactment, in excess of four (4) lots are created.
 - c. All specifications and installations shall follow established engineering practices, the Fire Department's "Tank Installation Guidelines" and NFPA 1142 "Standard on Water Supplies for Suburban and Rural Fire Fighting" as they may be amended from time to time. All proposed installation plans and specifications shall be approved by the Town Engineer before work is begun.
 - d. Within 30 days of completion and final approval of the system, a complete set of record drawings, specifications, warranties, and other requested information shall be provided to the Town Fire and Highway Departments.
 - e. The complete installation and all associated items shall have a 24 month warranty, beginning at the final acceptance date, to be free from defects in materials and workmanship. If during this period the Town, at its sole discretion, determines corrective actions are necessary, the developer shall make the corrections at his expense in a period determined by the Town but not to exceed 60 days from notification of defect.
2. Reservoirs Required. The developer of new or expanded plats shall provide "Emergency Water Reservoirs" as hereby defined: 5 or more lots – a minimum of one (1) 10,000 gallon storage tank.
 - a. The Town, upon recommendation of the Fire Chief, may require greater or less capacity if it is determined, after reviewing the proximity of other water sources, that such capacity is appropriate.

- b. Natural sources or man-made ponds may also be used as water reservoirs provided they comply with the same general requirements as tanks for location and number. These types of sources shall be of the dry hydrant type and installed as defined and specified by the State of Wisconsin Department of Natural Resources and Fire Department.
 - c. All fire fittings used or installation shall be specified by the Fire Department and the cost of these fittings shall be included as part of the overall installation.
3. Tank Location. Tank location shall be determined by the Town after receiving recommendation from the Fire Chief, Highway Superintendent, and Town Engineer. The location selected shall be noted on a map to be kept on file with the Fire Chief and Highway Superintendent for future reference.
4. Inspection and Acceptance. When all work has been completed and the tanks are functional, the developer may request an inspection. This inspection will be made by the Fire Chief and Highway Superintendent. In addition, a test pumping may be performed to insure that adequate water flow can be obtained.
- a. If a second inspection is required as a result of problems noted during the initial inspection, a fee in an amount as set forth from time to time by resolution of the Town Board shall be assessed for each additional inspection.
 - b. When all requirements contained herein have been satisfied the Town Board shall provide final acceptance of the water source.

E. Other Required Improvements.

- 1. Other required improvements may be identified in the Developer's Agreement such as but not limited to street lamps, street signs, and street trees.

SECTION 14 - MINOR LAND DIVISION

Any division of land less than 35 acres in size, other than a Statutory Subdivision as defined herein, shall be surveyed and a Certified Survey Map shall be prepared and recorded as provided in §236.34 Wis. Stats. pursuant to the procedure described in Section 12.

- A. Prior to the preparation of the Map, the land divider shall submit the proposed Minor Land Division to the Town Plan Commission Secretary, along with the information as noted in Section Nine (9) for a completeness determination by the Plan Commission Secretary. It shall be reviewed by the Town Plan Commission for preliminary approval to establish conformity and consistency with surrounding existing or proposed developments; adjacent or future highways; schools; other planned public developments; analysis of soil types; topography; erosion control and storm water management; access to any abutting street or highway conformance with this Ordinance, Chapter 236 Wis. Stats, the Town of Troy Comprehensive Plan, Established Street and Highway Width Maps, Official Maps, and generally for the effect the Minor Land Division would have on the development of surrounding property. If any lots, parcels, or outlots to be divided are not served by municipal sanitary sewer, soil borings must be submitted for approval in accordance with the State Department of Commerce Administrative Rules.
- B. After preliminary Minor Land Division and Certified Survey Map approval has been granted by the Town Board, the land divider may proceed to have drawn a Certified Survey Map in accordance with §236.34 Wis. Stats. The land divider shall be required to dedicate any road right-of-way the Town of Troy or the County deems necessary and shall be required to build the highway to the appropriate Highway Standards. All other requirements established by this Ordinance, where applicable, shall be complied with by the land divider. The cash escrow or letter of credit and any Developer's Agreement requirements regarding public and private improvements, as set out in this Ordinance, are applicable to Minor Land Divisions and Certified Survey Maps.

- C. Four (4) copies of the final Certified Survey Map and the necessary fees shall be submitted to the Town Plan Commission Secretary. Within ninety (90) days of the submission to the Town Plan Commission Secretary of the proposed Certified Survey Map, unless the time is extended by the land divider or his or her agent, the Town Board shall approve, approve on condition, or reject the incomplete proposed Certified Survey Map as required in Section 12. If the Minor Land Division and Certified Survey Map are approved, a Resolution to that effect shall be placed on the Certified Survey Map and signed by the Town Chair and Town Clerk/Treasurer. The approved Certified Survey Map shall then be recorded in the Office of the Register of Deeds.
- D. Prior to request for the Final Land Division approval and as condition of the final approval of the Certified Survey Map, the land divider shall seek to obtain a Resolution from the Town Board specifically stating what, if any, public benefit restrictions will or have been placed on the Minor Land Division and Certified Survey Map approval by the Town Board under §236.293 and §236.45 Wis. Stats and by any Developer's Agreement and Developer's Schedule. These restrictions may include but are not limited to the submission and approval to the Town Board of construction plans and a time schedule regarding any and all public and private highways and other improvements and a formal guarantee regarding any and all private and public improvements.
- E. Any Minor Land Division shall meet the design standards noted in Section 13.

SECTION 15 – EXISTING SUBSTANDARD LOTS OF RECORD

- A. Conveyance and Building Permit Issuance Restricted. In the case of legal lot of record, which does not conform to the zoning regulations of the Town of Troy and Walworth County and, which adjoins a lot held in the same ownership, even if separated by a public or private road, easement, or body of water, no such lot shall be conveyed to another owner, nor shall a building permit be issued for a structure on said lot, except in conformity with the following:
 - 1. Petition for Determination. The owner of any substandard lot, as set forth above may, at any time prior to the proposed conveyance of such lot or request for a building permit, file an application with the Town Plan Commission and Town Board at least two (2) weeks prior to their regularly scheduled meeting for a determination as to whether the lots should be combined, re-divided, and/or rezoned prior to any such sale or Building Permit issuance.
 - 2. Refer to Plan Commission. Such petition shall be submitted to the Town Engineer, who shall prepare a report for the Town Plan Commission for use in making a recommendation to the Town Board. The Town Engineer shall determine the practical possibility of use, re-division, or combination of said lots, or construction of a permitted structure, which shall be as much in conformity to the zoning district regulations as possible.
 - 3. The Plan Commission shall make a recommendation to the Town Board and the Town Board shall make a final determination upon consideration of the following, as to whether the lots should be combined, re-divided, and/or rezoned.
 - a. Compatibility. The size, quality, and character of the existing lots and building development in the immediate area with a view toward maintaining compatibility and protecting existing property values.
 - b. Sewage Disposal. All newly created lots must conform to all provisions of the Walworth County Ordinance Regulating On-site Sewage Disposal Systems.
 - c. Practicality. The economic and engineering practicality of any possible re-division or combination.
 - d. Building Location. All newly created parcels shall have a building site location, which complies with requirements of the Town of Troy and Walworth County.
 - e. Public Improvements. All newly created lots must meet the minimum standards for public road access, and if public road improvements would be necessary, the proposed public road improvements must meet the minimum standards for public road improvements, including in relation to topography, access to the newly created and adjacent parcels, and maneuvering area within the public right-of-way.

- f. Compliance with Zoning District Regulations. All newly created lots must comply with the zoning district regulations for the district in which the lots are located, pursuant to the Zoning Ordinance of Walworth County, Wisconsin, even if that can only be achieved by rezoning the property to a zoning district that would allow the creation of the proposed lots, except as follows. If the combination of all of the lots in common ownership would result in a single lot that is necessarily and unavoidably less than 100 ft. wide and/or less than 20,000 sq. ft. in area, then compliance with the zoning district regulations for the district in which the lot is located is not required to combine the substandard lots into one lot.
4. The Plan Commission shall make its recommendation to the Town Board within a reasonable time after receiving all necessary information and the Town Board shall act within a reasonable time to receipt of the Town Plan Commission's recommendation.
 5. Method of Re-division or Combination. Such re-division or combination must be accomplished by a Certified Survey Map approved by the Town Board.
 - a. Determination. The Town Board's determination shall either require or not require the combination, re-division, or rezoning of the lots as follows:
 1. Combination, Re-division, Rezoning Required. If the Town Board determines that conveyance or issuance of a Building Permit shall be prohibited unless a combination and/or re-division of the lots is completed, the Town Board may suggest a proposed combination, re-division, and/or rezoning. The Town Board may impose reasonable conditions upon any such determination. Any plat or Certified Survey Map or rezoning petition that would ensue is subject to all applicable review proceedings required by law, and the Town Board's determination pursuant to this Section shall not be interpreted as warranting that all required approvals would be granted. If, however, the Town Board determines that a lot may be created that is less than 100 feet in width and/or less than 20,000 sq. ft. in area pursuant to Section 15A(3) (f) above, the Town may not thereafter deny the request on the sole basis that the lot is less than 100 ft. in width and/or less than 20,000 sq. ft. in area, if the application for combination of such lots is received within one year of such determination and it is in substantial compliance with the Town Board's determination.
 2. Combination, Re-division, Rezoning Not Required. If the Town Board determines that conveyance or issuance of a Building Permit can take place without a combination or re-division or rezoning of the lots, the Town Board shall notify the applicant and the Building Inspector of this determination. The Town Board may impose reasonable conditions upon any such determination. Thereafter, upon satisfying any conditions precedent that may be imposed, and/or issuance of the Building permit may proceed.
 6. Continuing Effect. When a determination is made pursuant to Section 15A (5), above, the determination shall be final. Any lot(s) created pursuant to a determination made in Section 15A (5) (a1), and any lot that is allowed to be separately conveyed or constructed upon pursuant to a determination made in Section 15A (5) (a2) and the adjacent lot(s) in common ownership, shall be considered a legal lot of record and all provisions in the Town of Troy Land Division Ordinance which pertain to a legal lot of record shall apply. To the extent such a determination allows greater use of non-conforming lots than would otherwise be permitted, this determination shall be deemed to be a special exception to the terms of the Town of Troy Land Division Ordinance.
- B. Determination of ownership. For the purposes of this section, lots and properties shall be considered in the same ownership when owned by: the same individual or corporation; an individual and another in joint tenancy, or as tenants in common, and either of said joint or common tenants owns other lots individually or as joint tenant or tenant in common with another; an individual and other lots are owned by said spouse, parents, grandparents, children, grandchildren, or the spouse of any child or grandchild, or a brother or sister or spouse of a brother or sister of such person; and when any of said lots are owned by an individual and other lots are owned by a corporation in which said individual is an officer or director or controlling stockholder.

SECTION 16 - EASEMENTS

- A. Utility easements shall be provided at locations and of widths deemed adequate by the Town Board, but in no case less than 10 feet. Utility easements shall be located along the rear or side lot line.
- B. Easements or drainage-ways of widths sufficient to accommodate storm water run-off shall be provided where a land division area includes a segment or segments of water courses, drainage-ways, channels, or streams.
- C. Private access easements for ingress and egress within any land division area shall be a minimum of 20 feet in width; excluding easements for lake access.

SECTION 17 - COSTS OF APPLICATION REVIEW

- A. All Land Division Applications and any other appropriate approval requests shall be accompanied by an application fee. The fee shall be established by the Town Board by Resolution or as set forth in the Town of Troy Plan Commission fee schedule.
- B. All costs incurred by the Town to properly review each Land Division including the cost of professional services incurred by the Town (including engineering, inspection, legal, planning, administration and other consulting fees) for the review and preparation of the necessary documents or attendance at meetings or other related professional services for this application shall be the responsibility of the land divider who shall timely pay or reimburse the Town. The Town Board may require that all or a portion of the known or projected costs of application review be paid in advance.

SECTION 18 – REQUEST FOR WAIVER OR MODIFICATION OF PROVISIONS

- A. Waiver or Modification of Ordinance Provisions. A petitioner may request that the municipality waive or modify enforcement of one or more provision(s) of this Ordinance, as follows:
 1. Written Request. The petitioner shall submit a written request for the waiver or modification to the Town Clerk/Treasurer. In the written request for waiver or modification, the petitioner shall specify the specific provision the petitioner requests the municipality to waive or modify, and petitioner's reasons for requesting the same.
 2. Referral to Plan Commission and Town Board. Upon receipt of a written request for a waiver or modification, the Town Clerk/Treasurer shall, within a reasonable time, place the matter on a Plan Commission and a Town Board agenda for review and action.
 3. Considerations. The Plan Commission and Town Board shall each make a determination which shall include consideration, but not necessarily an affirmative finding, of the following factors:
 - a. Whether the request for a waiver or modification, if granted, would be consistent with the general intent of the ordinance.
 - b. Whether the request for a waiver or modification, if granted, would adversely affect property owners in the surrounding area.
 - c. Whether the request for a waiver or modification, if granted, would benefit the petitioner's project in a way that is consistent with the municipality's interests.
 - d. Whether petitioner is in full compliance with applicable ordinances and agreements with the municipality.
 - e. Whether, instead of granting the request for a waiver or modification, the ordinance itself should be changed to accommodate the kind of situation presented by the petitioner.

4. Grant or Denial of Request for a Waiver or Modification. After considering the above-listed factors and any other factors that may be relevant to the matter, the Plan Commission and Town Board shall then each independently determine whether it is objectively reasonable to grant the request for a waiver or modification. A waiver or modification may be granted without making an affirmative finding concerning any one or more of the above-listed factors if, on the whole, it is objectively reasonable to do so. If the Plan Commission and Town Board each determine that it is objectively reasonable to grant the request, then the request is granted, otherwise it is denied.
5. Past non-compliance not waived. A waiver or modification that is granted pursuant to a written request as described in this section shall not waive any fines, forfeitures or other penalties that may have accrued due to violations of the ordinance that took place prior to the date of the request being granted, unless specifically stated otherwise in the decision of the Town Board.

SECTION 19- COMMENCEMENT

- A. No construction or installation of improvements shall commence in a proposed division or development until the Final Plat or Certified Survey Map has been approved and all pertinent conditions of said approval have been satisfied.

SECTION 20 - VIOLATIONS

- A. Any person, partnership, corporation, or other legal entity that fails to comply with the provisions of this ordinance shall, upon conviction, forfeit not less than \$100, plus any additional applicable costs incurred by the town for each offense. Each day a violation exists or continues shall constitute a separate offense. Violations and concomitant penalties shall include the following:
 1. Recordation improperly made carries penalties as provided in s. 236.30, Wis. stats.
 2. Conveyance of lots, outlots, and parcels in unrecorded plats carries penalties as provided in s. 236.31, Wis. stats.
 3. Monuments disturbed or not placed carries penalties as provided in s. 236.32, Wis. stats.
- B. It shall be unlawful to sell any land that has been divided or created in violation of this ordinance or the Wisconsin Statutes. The unlawful sale of unapproved or unauthorized parcels, outlots, or lots is deemed to be a public nuisance, which may be enjoined by a Court of record.

SECTION 21 - EFFECTIVE DATE

This ordinance is effective upon publication. The Town Clerk/Treasurer shall properly post or publish this ordinance as required under s. 60.80, Wis. Stats.

Adopted this 8th day of January, 2014

Town of Troy Board

John Kendall John Kendall, Chairman

Ben Bourdo Ben Bourdo, Supervisor

Kathleen Tober Kathleen Tober, Supervisor

Attest: Michele Stute
Michele Stute, Clerk/Treasurer

Published January 29, 2014.

**ADDENDUM A: ADDENDUM TO THE TOWN OF TROY LAND DIVISION ORDINANCE
TOWN OF TROY LAND DIVISION CHECKLIST**

APPLICANT: _____ SUBMITTAL DATE: _____ SIGNATURE: _____
 ADDRESS: _____ REVIEW (COMPLETENESS) DATE: _____
 _____ RECEIVED BY: _____
 PHONE: _____ PLAN COMMISSION MEETING DATE: _____

SHADED AREAS NOT APPLICABLE

DEVELOPMENT IDENTIFICATION

PRELIMINARY PLAT (P) FINAL PLAT (F) CONCEPTUAL CSM CERTIFIED SURVEY
MAP (CSM)

	PRELIMINARY PLAT (P)	FINAL PLAT (F)	CONCEPTUAL CSM	CERTIFIED SURVEY MAP (CSM)
Development Title				
Property Location (Tax key Numbers)				
Location on Map showing Section				
Name & Address of owner & subdivider				
Surveyor's certificate (Signed, dated, sealed with revision dates on all pages)				
Sheet numbered (Number of sheets noted)				
Project Engineer with Contact Information				
Signature Certificates				

MAPPING FEATURES

North Arrow and graphic scale				
100 yr. Floodplain limits(elevation & contour) available from FEMA & SEWRPC				
Topographic contours (existing & proposed) not to exceed 2' interval, in not available 5'				
Soil Types				
Ordinary high water mark on any navigable water body				
Wetlands, lakes, streams, channels, ditches on or adjacent to site				
Delineated shoreland jurisdiction				
Designated primary & secondary environmental corridors				
Bearings & length of exterior boundaries				
Elevation, grades and existing access drives				
Right-of-way and street locations, name, width, bearing including existing & proposed street extensions to/from adjacent parcels				
Structures, wells, septic systems existing on-site & within 50 feet of lot line or adjoining properties & uses of structures to be retained				
Existing easements, proposed easements (F)-type & dimensions, pre-planned building sites & other improvements & any preplanned waste disposal systems				
Vision corners & vision corner easement				
Lot numbers & dimensions (including outlots)				
Curve information on curve or in table, street radius				

Approved: 1-8-2014

**ADDENDUM A: ADDENDUM TO THE TOWN OF TROY LAND DIVISION ORDINANCE
TOWN OF TROY LAND DIVISION CHECKLIST**

SHADED AREAS NOT APPLICABLE

PRELIMINARY PLAT (P)

FINAL PLAT (F)

CONCEPTUAL CSM

CERTIFIED SURVEY

MAPPING FEATURES CONTINUED

MAP (CSM)

Public dedication parcels & right of way dedications				
Location of soil borings with numerical cross-reference to data				
Building or setback lines from wetlands, floodplains, & State highways				
Historical or cultural features (i.e. indian mounds) per State Historical Society				
Foundation limitations due to high groundwater, bedrock, or stormwater mgmt. facilities				
Survey monumentation or other attributes as required by Sec. 236 Wis. State Stats				
Landfill, manure or other waste storage facility locations on site & consistent with existing Admin. Rules (Registry of Waste Disposal Sites)				
Wells (on-site and within 100' of septic or stormwater facilities or as required by DNR code)				
Drain tile location disclosure & function (if known)				
Stormwater management facilities				
Access easements, limitations, restrictions to adjacent roads & access for stormwater facility & open space maintenance				
Designation of source documents for mapping features				

ACCOMPANYING DOCUMENTS

Letter of credit or other financial guarantee (verification-local municipality for public improvements)				
Erosion & sediment control measures (i.e. site stabilization)				
Covenants & restrictions if required by other actions				
Soil boring & testing data or sewer service availability letter				
Stormwater management & practice design computations				
Stormwater facility & open space maintenance agreement with schedule & responsibility identified				
Stormwater system as-built engineering certification (after construction)				
County or State road access permit				
Outlot ownership				
Sediment control practice delineations-separate maps				

Approved:

ADDENDUM A: ADDENDUM TO THE TOWN OF TROY LAND DIVISION ORDINANCE

TOWN OF TROY LAND DIVISION CHECKLIST

SHADED AREAS NOT APPLICABLE

PRELIMINARY PLAT (P)

FINAL PLAT (F)

CONCEPTUAL CSM

CERTIFIED SURVEY
MAP (CSM)

ACCOMPANYING FEATURES

CONTINUED

Watershed delineations (before & after development-separate maps)				
Developer Agreements				
Other Regulatory Permits				
Approved Construction Plans				
Stormwater & Erosion Control Permit				
Letter of Review from the Utility Companies				

PLANNING & ZONING DOCUMENT

CONSISTENCY

Comprehensive Plan for Walworth County 2035				
Local & County Zoning				
Town of Troy Road & Driveway Ordinance				
County Highway Department Approval				
Street & Highway Width Map				
Stormwater Management Systems Plans or Water Quality Management Plans				

ACCESS & STREET DESIGN

Access limitation (local roads)				
Compliance with Walworth County Code of Ordinances				
Access to lots, outlots, floodplains & wetlands				
DOT 233 approval				
County highway access permit				
Spite strips				
Conflicts with drainage patterns				
Existing use conforms to zoning ordinance				
Cul-de-sac lengths				
Right-of-way width				
Street extensions - temporary cul-de-sacs				
Vision corners and vision corner easements				
Street name conflicts				
Streets follow natural terrain				
Intersections				

ACCESS & STREET DESIGN

Design & Lot Configuration				
Double or triple frontage lots				
Depth to width ratio problem				
Flag lots				
Lots served by Ingress-egress easements				
Road frontage requirements				
Lot line angles				

ADDENDUM A: ADDENDUM TO THE TOWN OF TROY LAND DIVISION ORDINANCE

TOWN OF TROY LAND DIVISION CHECKLIST

SHADED AREAS NOT APPLICABLE

PRELIMINARY PLAT (P)

FINAL PLAT (F)

CONCEPTUAL CSM

CERTIFIED SURVEY
MAP (CSM)

OUTLOTS

	PRELIMINARY PLAT (P)	FINAL PLAT (F)	CONCEPTUAL CSM	CERTIFIED SURVEY MAP (CSM)
Ownership				
Use of outlots				
Public access to water bodies				

Approved:

Caution: This is a model form - as changes are made, paragraph and exhibit numbers, and references to the same, must change.

MODEL DEVELOPER'S AGREEMENT
FOR
(name of Development)
TOWN OF TROY, WALWORTH COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 200____, between (Developer's Name) _____, a (type of entity) _____, (Address) _____, hereinafter called "DEVELOPER", and the TOWN of TROY in the County of Walworth and the State of Wisconsin, hereinafter called the "TOWN".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of approximately _____ 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, Section 236.13 of the Wisconsin Statutes 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 presently zoned _____, 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, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the TOWN Engineer, 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; and

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. SECTION 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 the ____ day of _____, 20____.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the TOWN Board through the first lifts of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the TOWN Board no later than _____, or as extended by the TOWN Board. If the public street plan is phased pursuant to a phasing plan approved by the TOWN Board, the first lifts of the second phase of the public streets will be completed and presented to the TOWN Board no later than _____, or as extended by the TOWN Board.

5. The final lift of asphalt shall be placed on all public streets after at least 15 months from completion and presentation of the first lifts of the public streets, but not later than _____, unless extended by the TOWN Board. If the public street plan is phased pursuant to the phasing plan approved by the TOWN Board, the final lift of asphalt shall be placed on all the public streets after at least 15 months from completion and presentation of the first lifts of the public streets, but no later than _____, unless extended by the TOWN Board.
6. The DEVELOPER shall maintain public streets, including snowplowing, until Final Acceptance is granted by the TOWN Board as set forth in Section III.
7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the TOWN Engineer. Said "as built" shall be on reproducible mylar Mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until Final Acceptance has been granted by the TOWN Board as described in Section III. 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 twenty-four (24) hours after receiving a notice from the TOWN. If said mud, dirt, stone or debris are not cleaned up after notification, the TOWN Board will may 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 Walworth County Land Use & Resource Management Department, have reviewed and approved said plans.

2. 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 Walworth County Land Use & Resource Management Department, on file in the TOWN Clerk's office dated the ____ of _____, 200____, 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.
 4. The TOWN Board will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the TOWN Engineer.
 5. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the TOWN Board.
 6. The TOWN retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the TOWN Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.
 7. To 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.
- C. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:
1. Prior to commencing site grading and excavation, 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 Walworth County Land Use & Resource Management Department, 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 Walworth County Land Use & Resource Management Department, and Army Corps of Engineers, if applicable.
3. All disturbed areas shall be restored to the satisfaction of the TOWN Engineer within seven (7) days of disturbance. Said cash or letter of credit will not be released until the TOWN Engineer is satisfied that no further erosion measures are required.

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

1. The DEVELOPER shall preserve to the maximum extent possible 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. The DEVELOPER, as required by the TOWN, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. 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.
4. The TOWN of _____ 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.

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

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the TOWN shall be obtained and placed by the TOWN, or by the DEVELOPER with approval of the TOWN, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the TOWN will be installed within five (5) working days of the placement of the first lift of asphalt.

(Other specific required improvements should be listed as separate lettered categories. Some additional improvements might be public water, sanitary sewer, street lights, etc.)

F. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the TOWN Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the TOWN is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the TOWN may cause such work to be carried out and shall charge against the financial guarantee held by the TOWN pursuant to this agreement.

II. SECTION TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this agreement being signed except as otherwise provided for in this agreement.

III. SECTION FINAL ACCEPTANCE. Throughout this agreement, various stages of the development will require approval by the TOWN. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the

TOWN Board. The one-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

IV. SECTION 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 of the TOWN of _____. All improvements will be accepted by the TOWN Board of the TOWN of _____ 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 Walworth 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. SECTION 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 and approved by the TOWN Engineer.

VI. SECTION APPROVAL BY TOWN NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the TOWN or its engineer, or its attorney, or its staff

may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

VII. SECTION 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 workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance (as described in Section III), by providing the TOWN with cash or a letter of credit in a form acceptable to the TOWN Attorney in an aggregate amount of fifteen (15%) percent 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 workmanship. 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 damages or defects to TOWN property and/or improvements, and the TOWN is required to draw against the cash or letter of credit on file with the TOWN, the DEVELOPER is required to replenish said monies up to the aggregate amount of fifteen (15%) percent of the total cost of all improvements.
- 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 workmanship, 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. 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 as described in Section III. 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. Should the DEVELOPER fail to meet this requirement, the TOWN Board may cause the work to be done and thereafter 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 Staff. 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.

(This paragraph will change depending on required public improvements.)

VIII. SECTION TOWN RESPONSIBILITY FOR IMPROVEMENTS:

The TOWN shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until Final Acceptance is granted by the TOWN Board as described in Section III.

IX. SECTION RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a 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.

X. SECTION FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the TOWN Board, the DEVELOPER shall file with the TOWN cash or 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 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
- C. The letter of credit on file with the TOWN is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by TOWN Engineer, and in a form approved by the TOWN Attorney, to pay the costs of improvements in the Subdivision,

the DEVELOPER shall be deemed in violation of this agreement and the TOWN Board shall have the authority to draw upon the letter of credit.

The amount of the cash or letter of credit may be reduced by resolution of the TOWN Board as the improvements are completed by the DEVELOPER, provided that the remaining cash or letter of credit is sufficient to secure completion of the remaining improvements.

The lending institution providing the irrevocable letter of credit shall pay to the TOWN Board 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.

XI. SECTION 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 installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the TOWN Board.
- B. 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.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the TOWN Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the TOWN Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.

- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the TOWN, filed with the TOWN Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. The DEVELOPER is not in default of any aspect of this agreement.
- I. There is no default of any aspect of this agreement.

XII. SECTION 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. SECTION MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the TOWN Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

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. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the TOWN Board, TOWN Planner and TOWN Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The deed restrictions shall also contain the following language:

(Alternate No. 1: Use this language if there will be a master lot grading plan:)

"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."

(Alternate No. 2: Use this language if there will not be a master lot grading plan:)

"No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the TOWN Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The TOWN Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the TOWN and its agents, employees and independent contractors regarding the same. 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."

E. GRADES:

Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the TOWN a copy of the stake out survey 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.

F. UNDERGROUND UTILITIES:

Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

(This paragraph will change if no underground utilities are required.)

G. PERMITS:

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

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the TOWN Engineer.

I. 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 for the entire development shall be paid prior to final approval of the final plat.

J. 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 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

K. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and Final Acceptance has been granted by the TOWN Board as described in Section III. The TOWN shall make a reasonable effort to require the contractor, who is responsible for the debris, 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 debris within forty-eight (48) hours after receiving a notice from the TOWN Engineer. If said debris is not cleaned up after notification, the TOWN will do so at the DEVELOPER'S and/or subject property owner's expense.

L. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

M. DIGGERS HOTLINE:

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the Town Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have been finally accepted by the Town as provided in Section III.

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 or 66.0904 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in

violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903 or 66.0904, for any work arising out of this agreement.

(Additional items that may be added include sight distance, sump pump connection, wetland regulation, street lights, dedication fees, dedications, impact fees, etc.)

XIV. SECTION PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the TOWN promptly upon billing for all 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, and for any costs, fees or charges imposed upon the MUNICIPALITY by any utility, municipality or other entity for relocation of existing facilities. 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 §66.0627, Wis. Stats.

XV. SECTION 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 and all 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 growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the TOWN, its officers, agents, employees and any independent contractors hired by the TOWN to perform services as to this subdivision and give the TOWN evidence of the same upon request by the TOWN.

XVI. SECTION 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 required by the TOWN.

XVII. SECTION 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. SECTION 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. SECTION 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.

XX. SECTION COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future 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.

XXI. SECTION PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the subject land is subject to a conditional preliminary plat approval and a conditional final plat approval by the TOWN of TROY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the subject property is attached hereto and incorporated herein as EXHIBIT B, and the conditional final plat approval for the subject property is incorporated herein as EXHIBIT C. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

(Additional conditions may also apply, and if so, should be added; e.g., conditions of rezoning, or conditional use permit, etc.)

XXII. SECTION AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the TOWN'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the subdivision. Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly understood and agreed that any or all of the provisions of this agreement may be amended, modified, waived, and/or annulled by written amendment by and between the DEVELOPER and the TOWN alone pursuant to Section XXVI of this Agreement, without any requirement that the purchaser or owner of any lot or parcel of land in the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join in or consent to same.

XXIII. SECTION 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.

XXIV. SECTION 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.

XXV. SECTION HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the subject lands.

XXVI. SECTION 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.

(Developer's Name)

By: _____

Authorized Signatory

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, 20____, the above-named _____, Authorized Signatory of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

TOWN OF TROY
WALWORTH COUNTY, WISCONSIN

TOWN Chair

TOWN Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, 20____, the above-named _____, TOWN Chair, and _____, TOWN Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual 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 the _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

TOWN Attorney