

**IRREVOCABLE LETTER OF CREDIT**

To: Clerk  
Township of New Glarus  
P.O. Box 448  
New Glarus, WI 53574

Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit in favor of the Township of New Glarus, a political subdivision in Green County, Wisconsin, at the request and for the Account of Pioneer Valley, LLC, 1112 17<sup>th</sup> Avenue, Monroe, WI 53566 and Clark Kepplinger, 7155 Vesuvio Place, Boynton Beach, Florida, 33437 up to the aggregate amount of One Hundred Thousand and no/100 Dollars (\$100,000.00).

This letter of credit is effective as of September 20, 2017 and shall expire on September 20, 2020.

**PURPOSE:** This letter of credit is to guaranty the obligations of the developer under the terms of the Developer Agreement entered into between Pioneer Valley, LLC and the Township of New Glarus dated \_\_\_\_\_.

The amount of the irrevocable letter of credit may be reduced as the developer fulfills its obligations under the Developer Agreement with the consent of the Township of New Glarus.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft in accordance with your instructions.

WOODFORD STATE BANK

By: Michelle Davis  
Michelle Davis  
ITS: Loan Officer

9.21.17  
(Date)

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

September 7, 2017

Pioneer Valley LLC  
c/o Clark Keplinger  
7155 Vesuvio Place  
Boynton Beach, FL 33437  
(561) 665-0963

**STATEMENT OF CHARGES**

**For**

**PROFESSIONAL SERVICES**

Work-to-date (July 5, 2017 through August 31, 2017) on proposed development in Sections 5, 6 and 7, Town 4 North, Range 7 East, Town of New Glarus, Green County, Wisconsin, including:

- ✓ Exterior boundary survey work in accordance with Chapter A-E7 of the Wisconsin Administrative Code.
- ✓ Topographical Survey in accordance with Chapter A-E7 of the Wisconsin Administrative Code.
- ✓ Preparation of Preliminary Plat.

Total Field Work	\$5160.00
Total Office Work	5180.00
Mileage/Materials/Postage/Prints	<u>120.00</u>
TOTAL PROFESSIONAL SERVICES	<u>\$10,460.00</u>
Department of Administration Review Fee	<u>265.00</u>
<b>TOTAL DUE</b>	<b><u>\$10,725.00</u></b>

Our Job #17067

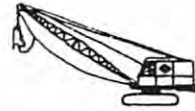
*CK #5005*

*Pd 9/17*

This statement is due at billing. Accounts greater than 30 days past due are subject to a 1.5% per month (18% per annum) finance charge from date of original billing. The client shall pay any and all legal expenses incurred by Talarczyk Land Surveys LLC should it become necessary to pursue collection of this statement.



**RICHARD ALME CONSTRUCTION LLC**  
 BULLDOZING • EXCAVATING • ROAD WORK  
 N9231 Hillcrest Rd.  
 Belleville, WI 53508  
 Shop (608) 424-3155 • Home (608) 424-3889



Clark Keplinger  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE	TYPE OF WORK	HOURS	RATE PER HOUR	TOTAL
2017	grading of Crawford Lane New Glarus Township Wisconsin			\$26,000 <sup>00</sup>
	Pd 9/20/17			
	Ed [Signature]			

TERMS: Due upon receipt. Please pay from invoice; no statement will be sent. 1 1/2% per month (18% annual) finance charge on all invoices over 30 days.

**PIONEER VALLEY 07/17**  
**CLARK KEPPLINGER**  
 7155 VESUVIO PLACE  
 BOYNTON BEACH, FL 33437

5012  
79-892/759

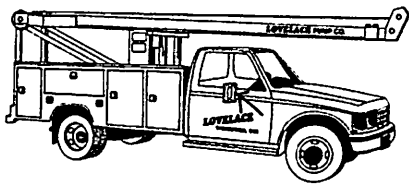
9/17  
DATE

PAY TO THE ORDER OF Alme Construction \$ 26,000<sup>00</sup>  
Pay to Six Thousand & no/100 DOLLARS

**Woodford State Bank**  
 Monroe, WI - Phone 608-325-7766  
 Pioneer Valley Rd  
 MEMO

[Signature] MP

⑆075908920⑆ 210⑆9593⑆ 5012



# LOVELACE PUMP CO., INC.

9914 County M  
Argyle, WI 53504  
FAX – 608-465-1114  
lovelacepump@tds.net

Argyle – 608-465-3314  
Dodgeville – 608-935-3581  
Barneveld – 608-924-1815  
New Glarus – 608-527-6100

September 21, 2017

Clark Kepplinger  
7155 Vesuvio Place  
Boynton Beach, FL 33437

To Whom It Concerns:

It was requested by Mr. Kepplinger to see if well drilling is able to be performed for lots in the Crawford Lane parcels, off of Pioneer Rd. The lots are located in T4 R7E Section 7, in the NE quarter.

DNR contamination sites were checked, with none within DNR setback requirements.

Wells would be able to be drilled here, so long as each site has an accessible driveway for the drilling rigs. Also any well drilling would be pending DNR and Green County approval. This approval would require indication of the proposed well locations, in relation to site contamination factors, such as private septic systems.

Newer wells of DNR record in section 7 and section 8 range from 125ft to 277 ft deep, with 60ft of casing amounts of 60ft to 105ft. Depth and casing amounts are determined by the static water level, and geological bedrock layers.

If there are any questions or for estimates, please feel free to contact our office.

Sincerely,

Melissa Pickett  
[melissalpc@tds.net](mailto:melissalpc@tds.net)  
608-465-3314

**Family Business Since 1910**

Complete Water Systems • Complete Septic Systems • Pump Installation & Service • Well Drilling Available • Radio Dispatched Trucks • Livestock Waterers • Backhoe Service

Interest will accrue at 18% per annum after 30 days.

Credit Cards Accepted.  

# Bartelt Enterprises, Inc.

Asphalt Paving and Maintenance

800 East Briggs Dr. Albany, WI 53502

Phone: (800) 862-3141 Fax: (608) 862-3395

[www.bartelpaving.com](http://www.bartelpaving.com)

# CONTRACT PROPOSAL



<b>Proposal Submitted To:</b>
Clark Kipplinger Pioneer Valley New Glarus Wi. 53574

DATE	Project Location	Phone No.
9/21/2017	Pioneer Valley	561-665-0963

The following proposal is designed for budgetary purposes only.

New asphalt roadway (approx. 15,500 sq. ft.)

Proposal is for fine grade and pave only. Excavation and installation of base to + or - 1" to be done by others. If undercutting is necessary, it will be done at \$1.90 per sq. ft. If additional base is needed, it will be installed at \$16.50 per ton. (Price per ton includes stone and labor to install stone) If additional paving beyond square footage described above is required, it will be done at \$2.00 per sq. ft.

Grade, shape and compact to achieve appropriate density, elevations, and grades.

Pave with compacted hot mix asphalt at 3" average thickness. ( 1.5" binder course and 1.5" surface course )

28,158.53

Clark,

Thank you for the opportunity to bid your project. Please call me @ ( # 558 - 3624 ) if you have any questions. Otherwise, just sign and return a copy of this proposal along with any required down payment (see terms below) if you would like the work done.

**TOTAL** \$28,158.53

TERMS OF PAYMENT: FOR PAVING PROJECTS - 50% OF TOTAL DUE PRIOR TO COMMENCEMENT OF WORK, REMAINDER DUE WITHIN 10 DAYS OF COMPLETED PAVE. ALL OTHERS - 50% DUE PRIOR TO COMMENCEMENT OF WORK, REMAINDER DUE WITHIN 10 DAYS OF COMPLETION. A 1.5% PER MONTH LATE PAYMENT CHARGE WILL BE CHARGED ON ALL DELINQUENT BALANCES.

We hereby propose to furnish material and labor complete in accordance with above specifications and prices. All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

THIS CONTRACT PROPOSAL IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE HEREOF, WHICH TERMS AND CONDITIONS ARE EXPRESSLY AGREED TO AND INCORPORATED HEREIN. BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS.

BARTELT ENTERPRISES, INC. RESERVES THE RIGHT TO WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Authorized Customer Signature

*Jim Swenson / Sales Rep*  
Bartelt Enterprises, Inc.

Town of New Glarus  
P.O. Box 448  
New Glarus, WI 53574

Phone: 608-527-2390  
Fax: 608-527-3390

# INVOICE

## 97486

Sherry Wilde  
P.O. Box 606  
New Glarus, WI 53574

Deliver To:  
P.O. Box 606  
New Glarus, WI 53574

Date: 12/26/2017  
Payment Terms: Net 30 Days  
Reference:

Number: 97486

Account Number: 48

Product ID	Quantity	Product Description	Unit Price	T	Extended Price
PRE-REVIEW	1	Preliminary Suitability Review	100	N	100.00
TEC_REV	1	Technical Review Committee	300		300.00
PRE-PLATS	1	Preliminary Plats & Final Plats	400	N	400.00
PLANREVIEW	1	Plan Review	225	N	225.00
HEARING	1	Public Hearing Fee	235	N	235.00
Engineer	1	Town Engineering	1,060	N	1,060.00
Attorney	1	Attorney Fees	2,475	N	2,475.00

Total: 4,795.00  
0.000% Sales Tax: 0.00  
Grand Total: 4,795.00  
Balance Due: 4,220.00

Paid Amount: 575.00

You can now pay your bill on-line at: <https://www.officialpayments.com>  
Choose "LOCAL PAYMENTS"  
Choose "WISCONSIN" from the pull down menu, Choose "NEW GLARUS, TOWN OF"  
Select payment type and Enter your Jurisdiction Code "6817"

Total Account Balance: 4,220.00

0-30: 0.00

31-60: 0.00

61-90: 0.00

Over 90: 4,220.00



A Limited Liability Company

Direct Line: 608.662.2300  
Direct Email: [mh@kasieta.com](mailto:mh@kasieta.com)

March 28, 2018

Mr. Chris Narveson, Chairman  
Town of New Glarus  
26 Fifth Avenue  
New Glarus, WI 53574

RE: Covenants and Development Agreement – Janie’s Woods Subdivision  
Our File No.: 607.01

By Email and Regular Mail

Dear Chairman Narveson:

I have reviewed the form of the proposed Development Agreement and the Declaration of Restrictions and Covenants. Both documents contain the provisions which were included as the result of discussions with the Plan Commission and the Town Board. I approve the form of the documents and recommend that they be executed.

Very truly yours,

KASIETA LEGAL GROUP, LLC

A handwritten signature in black ink, appearing to read "Mark B. Hazelbaker", written over a horizontal line.

Mark B. Hazelbaker

Cc: Attorney Robert Duxstad





March 28, 2018

Members of the Town Board  
Town of New Glarus  
26 Fifth Avenue  
New Glarus, WI 53574

Re: Final Plat of Janies's Woods  
Town of New Glarus

Dear Chair Narveson and Town Board Members:

We have completed our review of the following documents associated with the Final Plat of Janie's Woods:

- Final Plat document (dated March 8, 2018)
- Construction Documents for Janie's Woods (received March 12, 2018)
- Conditions of Preliminary Plat Approval (dated November 14, 2017)
- Second Revision to the Development Agreement (dated September 2017, with revisions from November 17, 2017 incorporated)
- Second Revision to the Covenants (undated, revisions from November 17, 2017 incorporated)

Additional Documents pertinent to final approval of the plat also include:

- Draft Letter of Credit from Woodford State Bank (dated September 21, 2017)

### **Final Plat**

#### General Description

The Final Plat consists of 6 lots with an area of 52.16 acres including right-of-way. Lots will be accessed by a single cul-de-sac constructed off of Pioneer Road. The Plat is being proposed as an unsewered large lot subdivision with the 6 single-family lots ranging in size from 4.49 acres to 34.49 acres. The plat is crossed by Pioneer Road with Lot 1 of the plat on the south side of Pioneer Road and the remaining lots on the north side of the road. The Town has confirmed in previous meetings that this configuration is acceptable with cluster requirements for building placement.

1. Open Space. For the platted area the total amount of open space provided is 42.16 acres (assuming the proposed building envelopes are 2 acres as stated on the plat).

Utilizing the examples provided in the Town Ordinance (110-35(D)(9)), a cluster development with 52.16 acres of land would be eligible for 3 building sites. [52.16 acres X 15% = 3.91 acres



divided by 2 acres per site yields 3 building sites]. Therefore, an additional 27.84 acres of open space are needed to satisfy the Town open space requirement. Our understanding is that additional contiguous acreage will be deed restricted to provide the required open space. The Applicant shall provide a legal description and deed restriction for the open space required that is acceptable to the Town Attorney and Town Board for review prior to recording.

2. Prior to Final Plat approval, the plat shall be forwarded by the developer's surveyor to the utility companies to solicit their comments and to request easements necessary to serve the plat. Evidence that this has been done shall be provided to the Town.
3. No easements or provisions for conveying right-of-way drainage or provisions for stormwater management have been provided on the plat. The Applicant shall provide confirmation from the Wisconsin DNR of any required stormwater management measures required for development of the Plat. Easements, access provisions and other such right of entry and correction provisions shall be provided on the Plat or other recorded document to ensure the required facilities can be inspected and maintained.
4. As noted in the Approval Conditions from November 11, 2017, a note or designation shall be included on the Final Plat that prohibits Lots 2 and 6 from direct access to Pioneer Road.

### **Construction Documents (13 pages)**

#### General Comments

The Construction documents contain plan and profile views of the finished street along with cross sections and typical construction details to guide the contractor in completion of the work. No formal project specifications have been included, but in this development the plans are generally sufficient to describe the work without such specifications. A general note references the Wisconsin Department of Transportation Specification for Highway and Bridge Construction as the default specification governing the work. This is a common practice and sufficient for the project proposed. A standard detail depicting the typical road cross section with pavement and base course thickness requirements matches the Town's standard requirements.

5. If the Applicant is required to submit a WPDES permit for construction site erosion control and post-construction stormwater management, it may be necessary to construct stormwater management facilities to treat the runoff from the proposed street. Easements for access and maintenance of these will be required along with agreements with any proposed homeowners association for the perpetual maintenance of the required facilities. A report or document summarizing the design of such facilities shall be provided prior to approval of the Final Plat.
6. The Conditions of Approval from November 11, 2017 included a requirement that: "The Lots shall be landscaped and contain rain gardens, swales and other features to retain on-site 90 percent of the pre-development surface and storm water flows and to limit the rate of flow of water leaving the property to the pre-development rate." Documents substantiating that this condition has been met should be provided by the Applicant.
7. The initial documents submitted by the Engineer indicated that "there are 20% Slopes within the building envelope of Lots 4 and 5 that will require prescriptive attention on the site erosion control plan." Due to the steep slopes we recommend the Town require site plan approval for the buildings on these lots to confirm that appropriate erosion control measures are provided and that the driveways proposed meet the current Town standards for slope and width.
8. The profile proposed for Crawford Lane is appropriate. However, the lot grading near the intersection of Crawford Lane and Pioneer Road shall be adjusted to provide better drainage away from the road (station 10+25 through 12+50). Provide a minimum 1.5% slope away from the road from the toe of the gravel shoulder slope (4:1 slope) to an appropriate blend point with the existing grade to achieve the minimum grade.
9. The existing Pioneer Road ditches along Lots 1 and 2 of this development are very shallow and in spots appear non-existent. We recommend the Town facilitate correcting the ditch drainage

along Pioneer Road at this time and notify the Development team if all or a portion of this work is reimbursable by the development due to the increased road use and increased stormwater volumes.

10. A detail for the Crawford Lane / Pioneer Road intersection should be provided to further define the intended geometry and pavement elevations. A minimum corner radius of 30-feet is required and the minimum pavement cross slope should be 1.5% in the intersection (a typical 2% cross slope is provided everywhere else). Where the project ties into Pioneer Road, the pavement transition should be made by sawcutting a strip (18-inches) into the edge of the existing Pioneer Road pavement.

**Conditions of Approval (November 11, 2017)**

11. A condition of approval was for the Developer and owner of the real estate to agree and affirm that all development rights associated with the parent parcels of the subdivision are exhausted with this plat. A specific listing of the parent parcel numbers is needed to complete this requirement.

**Second Revision to Draft Declaration of Restrictions and Covenants**

12. In the section of the document for "Signs, Mailboxes, and Newspaper Drops" we recommend the placement of mailboxes be 'clustered'. This item was discussed at an initial meeting without objection by the Development team. This is especially important for Lots 3 and 4. In other areas of the Town mailbox and driveway placement in cul-de-sacs has made snow removal difficult. A provision within this document that the final driveway and mailbox placement on these lots is subject to approval by the Town Patrolman and US Postal Service should be included.

**Second Revision to Draft Development Agreement**

The current 'redlined' version of the Development Agreement is attached. The comments that follow in this section amend both the base document from September 4<sup>th</sup> and the 'redlines' provided on November 15, 2017.

13. Ultimately the Town is responsible for the placement and maintenance of regulatory signs on public roads. Therefore, we recommend the Town order and install all regulatory signs and a street name sign after street grading has been completed. The cost for the signs and their installation should be reimbursed by the Developer. Therefore, we recommend the language in Exhibit A, Item 1, be altered to say:

"The Developer shall reimburse the Town for costs to place a stop sign at the intersection of Crawford Lane and Pioneer Road. All signage shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD)."

Similarly, we recommend a revision to Item 12. Street Name Signs that references a reimbursement to the Town to place the street name signs and dead end signs for the development.

14. The redlined text added to Item 3 in Exhibit A is not consistent with what has been proposed on the engineering plans for the development. The pavement section proposed should be 20 feet wide rather than 18 as required by Town Ordinance. The pavement and base course thicknesses proposed are greater than those required in Chapter 75 of the Town Ordinance. This is preferred, but the construction documents and development agreement should be consistent.
15. We recommend the Applicant add a section to Exhibit A: Construction Requirements titled "Inspections for Town Road Improvements". Within this added section we recommend the following items be included:

- A. In addition to other site visits conducted by the Town to observe construction, the Town

shall, in the company of a representative of the Developer's engineer, make site visits and observe construction at the following stages of construction:

- i. During roll test of street subgrade;
  - ii. During the installation of culverts;
  - iii. During roll test of the completed street surface prior to paving;
  - iv. During paving;
  - v. Pre-final surface installation per Paragraph 3 of this Section below;
  - vi. After completion of the Improvements.
- B. The Town Engineer and Town shall be given notice of at least two full business days prior to the start of construction, as well as two full business days' notice of when each stage of construction is ready for inspection.
- C. Seven (7) days prior to paving, the asphalt mix design(s) shall be provided to the Town Engineer for review. During paving, the paving contractor shall submit quality control testing results for actual pavement placed. If quality control test results indicate the mix was not within mix limits when it was placed, the pavement is subject to removal at the Developer's cost at the sole discretion of the Town. Also during paving, the Town shall conduct testing, including density testing, for binder and surface lifts according to the density criteria of the current Wisconsin DOT Standard Specifications. If results from the pavement testing yield densities below specified minimums, the Developer may, with the approval of the Town Engineer, remove and replace pavement that does not meet the required specifications or provide an alternate remedy, for approval by the Town.

**Draft Letter of Credit**

16. We have computed an Opinion of Probable Construction (OPC) Cost for the public improvements portion of this development considering all of the above recommendations. The Town Ordinance requires surety to be 125% of the OPC amount, however recent state legislation limits this to 120% of the Opinion amount. Therefore, the OPC presented is for 120% of the anticipated costs. Based on our estimates of the work, the amount to be provided for surety is \$99,505.00. The developer has provided a draft Letter of Credit from Woodford State Bank in the amount of \$100,000. We recommend the Town Attorney review and approve the final form of the Letter of Credit and the terms and conditions referenced on the draft document.

**Recommendation**

We recommend the Town Board evaluate the contents of this review letter and recommend the Town grant conditional approval based on revising the project documents to meet the requirements of this letter and other amendments provided at the Town Board meeting on March 29, 2018.

Sincerely,



Timothy L. Schleeper, PE

TLS/tls

cc: Town of New Glarus Planning Commission  
Sherry Wilde, Authorized Representative, Pioneer Valley, LLC  
Matt Talarczyk, Talarczyk Land Surveys, LLC



<b>Opinion of Probable Construction Cost for Surety</b>					
<b>3/27/2018</b>					
<b>Janie's Woods Construction, Town of New Glarus, WI</b>					
Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
<b>General</b>					
1	Performance & Payment Bonds (1.5% of Hard Costs)	LS	1	\$1,300.00	\$ 1,300.00
2	Mobilization (1.5% of Hard Costs)	LS	1	\$1,300.00	\$ 1,300.00
Subtotal General:					\$ 2,600.00
<b>Demolition &amp; Earthwork</b>					
3	Clearing & Grubbing	LS	1	\$ 500.00	\$ 500.00
4	Sawcut - Asphalt	LF	80	\$ 3.00	\$ 240.00
5	Strip Topsoil	CY	2,000	\$ 1.50	\$ 3,000.00
6	Respread Topsoil	CY	2,000	\$ 2.50	\$ 5,000.00
7	Common Excavation	CY	1,000	\$ 10.00	\$ 10,000.00
Subtotal Demolition & Earthwork:					\$ 18,740.00
<b>Erosion and Sediment Control</b>					
8	Tracking Pad - Breaker Run, 3" Minus	TON	80	\$ 15.00	\$ 1,200.00
9	Silt Fence	LF	2,000	\$ 2.00	\$ 4,000.00
Subtotal Erosion & Sediment Control:					\$ 5,200.00
<b>Streets &amp; Pavements</b>					
10	Prepare Base for Asphaltic Paving	STA	6.0	\$ 2.50	\$ 15.00
11	Excavation Below Subgrade (EBS) Undercut (Contingency)	CY	350	\$ 15.00	\$ 5,250.00
12	Excavation Below Subgrade (EBS) Backfill - 3" Breaker Run	TON	700	\$ 15.00	\$ 10,500.00
13	Base Aggregate Dense - 3"	TON	500	\$ 15.00	\$ 7,500.00
14	Base Aggregate Dense - 1-1/4"	TON	310	\$ 17.00	\$ 5,270.00
15	HMA Pavement, 4 LT 58-28 S - 1.25" (Upper Layer)	TON	140	\$ 60.00	\$ 8,400.00
16	HMA Pavement, 3 LT 58-28 S - 1.75" (Lower Layer)	TON	200	\$ 63.00	\$ 12,600.00
17	Tack Coat	SY	2,000	\$ 0.25	\$ 500.00
18	Base Aggregate Dense - 3/4" (Shouldering)	TON	220	\$ 17.00	\$ 3,740.00
19	Shaping Shoulders	LF	1,300	\$ 2.00	\$ 2,600.00
Subtotal Streets & Pavement:					\$ 56,375.00
Subtotal:					\$ 82,915.00
20% Contingency for Surety Determination:					\$ 16,590.00
Total Construction Costs:					\$ 99,505.00

## Bob Talarczyk

---

**From:** Dachniwskyj, Nicholas [NicholasDachniwskyj@alliantenergy.com]  
**Sent:** Wednesday, October 11, 2017 3:49 PM  
**To:** Robert Talarczyk  
**Cc:** sherry wilde; Clark Kepplinger; Daniel Talarczyk; Robert Duxstad  
**Subject:** RE: Utility Easements

Bob,

Everything looks good to me! There is an easement down each side lot line and along the front of the properties where they boarder Crawford LN and Pioneer RD which would cover anything we would need. The plan would be to come along Pioneer RD and loop around Crawford LN in order to serve the lots. The existing OH line would not be used for the subdivision and I need to speak to the owners of the farm that the line serves to help clean up those cross country spans.

Please let me know if you need anything else.

Thanks!

### Nicholas Dachniwskyj | Engineer Tech Appr-3<sup>rd</sup> Yr

#### Alliant Energy

2147 County Highway PB | Verona, WI 53593  
Office: (608) 845-1143 | Cell: (608) 444-9362  
[alliantenergy.com](http://alliantenergy.com) | [nicholasdachniwskyj@alliantenergy.com](mailto:nicholasdachniwskyj@alliantenergy.com)

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**From:** Robert Talarczyk [mailto:bob@talarczyk-surveys.com]  
**Sent:** Wednesday, October 11, 2017 11:17 AM  
**To:** Dachniwskyj, Nicholas  
**Cc:** sherry wilde; Clark Kepplinger; Daniel Talarczyk; Robert Duxstad  
**Subject:** Re: Utility Easements

[This is an external email. Be cautious with links, attachments and responses.]

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Nicholas,

Attached find two versions of the Preliminary Plat of Janie's Woods. One version includes aerial imagery. As you may recall, I corresponded with you a while back (see below email chain) regarding proposed utility easements to be shown on the eventual land division instrument. I have placed all of the easements you requested on this preliminary plat but wanted to check with you one last time before this is finalized. Please take a look and let me know if you are satisfied with the easements shown.

Also, from where is Alliant coming with power to serve the subdivision? Will you be coming along Pioneer Road? There is an existing overhead power line in the Northeast corner of the plat. Will that line play a role in serving the subdivision?

Thank you.

Bob Talarczyk

On Fri, Jul 21, 2017 at 8:47 AM, Dachniwskyj, Nicholas <[NicholasDachniwskyj@alliantenergy.com](mailto:NicholasDachniwskyj@alliantenergy.com)> wrote:

Bob,

Good catch I omitted one on the NE side of Pioneer as well. Please add that with the others.

Thanks!

**Nicholas Dachniwskyj | Engineer Tech Appr-2<sup>nd</sup> Yr**

**Alliant Energy**

2147 County Highway PB | Verona, WI 53593

Office: [\(608\) 845-1143](tel:6088451143) | Cell: [\(608\) 444-9362](tel:6084449362)

[alliantenergy.com](http://alliantenergy.com) | [nicholasdachniwskyj@alliantenergy.com](mailto:nicholasdachniwskyj@alliantenergy.com)

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**From:** Bob Talarczyk [mailto:[bob@talarczyk-surveys.com](mailto:bob@talarczyk-surveys.com)]  
**Sent:** Friday, July 21, 2017 8:37 AM  
**To:** Dachniwskyj, Nicholas  
**Subject:** RE: Utility Easements

[This is an external email. Be cautious with links, attachments and responses.]

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Nicholas,

I see you have a 10' easement sketched on the SW side of the Pioneer Road R/W but not on the NE side. Is that correct?

**Bob Talarczyk, P.L.S.**

Talarczyk Land Surveys LLC

W5105 Kubly Road

New Glarus, WI 53574

[\(608\) 527-5216](tel:(608)527-5216)

[bob@talarczyksurveys.com](mailto:bob@talarczyksurveys.com)

---

**From:** Dachniwskyj, Nicholas [<mailto:NicholasDachniwskyj@alliantenergy.com>]

**Sent:** Friday, July 21, 2017 7:16 AM

**To:** Robert Talarczyk

**Subject:** RE: Utility Easements

Bob,

Thanks for reaching out!

For easements I was thinking 6' on both sides of the side lot lines between lots 2 & 3, 3 & 4, 4 & 5, and 5 & 6 should cover anything we would need. A 10' wide one along the road side of the lots would be helpful as well for the placement of the primary cable to keep it as far off the side of the road is possible. Please see attached for a sketch as well.

Please let me know if you need anything else at this time.

Thanks!



**Nicholas Dachniwskyj | Engineer Tech Appr-2<sup>nd</sup> Yr**

**Alliant Energy**

2147 County Highway PB | Verona, WI 53593

Office: [\(608\) 845-1143](tel:6088451143) | Cell: [\(608\) 444-9362](tel:6084449362)

[alliantenergy.com](http://alliantenergy.com) | [nicholasdachniwskyj@alliantenergy.com](mailto:nicholasdachniwskyj@alliantenergy.com)

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**From:** Robert Talarczyk [<mailto:bob@talarczyksurveys.com>]  
**Sent:** Thursday, July 20, 2017 4:16 PM  
**To:** Dachniwskyj, Nicholas  
**Subject:** Utility Easements

[This is an external email. Be cautious with links, attachments and responses.]

---

Hi Nicholas,

It is my understanding you've been in contact with Clark Kepplinger who is the developer of a piece of property along Pioneer Road in Sections 5, 6, and 7, Town 4 North, Range 7 East, Town of New Glarus, Green County. I believe Mr. Kepplinger got an estimate from Alliant to bring power to the proposed lots.

I will be preparing Certified Survey Maps that will create the lots once recorded. In the past I have created utility easements along designated lot lines. Would you please take a moment and mark on the Concept Plan where you would like utility easements created? Also, please let me know how wide you would like the easements to be.

Thanks. Please let me know if you have any questions.

--

Bob Talarczyk, P.L.S.

Talarczyk Land Surveys

W5105 Kubly Road

New Glarus, WI 53574

[\(608\) 527-5216](tel:(608)527-5216)

--

Bob Talarczyk, P.L.S.

Talarczyk Land Surveys

W5105 Kubly Road

New Glarus, WI 53574

(608) 527-5216



Robert Talarczyk &lt;bob@talarczyksurveys.com&gt;

---

**Plat of Janie's Woods**

5 messages

**Robert Talarczyk** <bob@talarczyksurveys.com>

Fri, Apr 6, 2018 at 10:27 AM

To: nate.stanislawski@tdstelecom.com

Nate,

Attached find the final plat of Janie's Woods in Sections 6 and 7 of Town 4 North, Range 7 East, Town of New Glarus, Green County, Wisconsin. This is a large lot, rural subdivision.

As you can see we have proposed utility easements along Pioneer Road and Crawford Lane as well as easements along the side lot lines. Please let me know if you are either okay with the plat as is or if you wish to add additional easements.

Thank you.

--

Bob Talarczyk, P.L.S.  
Talarczyk Land Surveys  
W5105 Kubly Road  
New Glarus, WI 53574  
(608) 527-5216

---

 **Janie's\_Woods\_Final\_Plat.pdf**  
906K**Robert Talarczyk** <bob@talarczyksurveys.com>

Tue, Apr 10, 2018 at 9:42 AM

To: nate.stanislawski@tdstelecom.com

Nate,

Did you receive this email?

Bob

[Quoted text hidden]

**Stanislawski, Nate** <nate.stanislawski@tdstelecom.com>

Tue, Apr 10, 2018 at 11:52 AM

To: "Murray, Sean" &lt;Sean.Murray@tdstelecom.com&gt;

Cc: Robert Talarczyk &lt;bob@talarczyksurveys.com&gt;

Sean please respond to Bob regarding this plat.

Thank you,



## Nate Stanislawski

Manager – Route Acquisition

### TDS Telecommunications LLC

525 Junction Road

Madison, WI. 53717

Phone [608-664-5642](tel:608-664-5642)

Fax 608 -830-5583

Email [nate.stanislawski@tdstelecom.com](mailto:nate.stanislawski@tdstelecom.com)

**From:** Robert Talarczyk [mailto:[bob@talarczyksurveys.com](mailto:bob@talarczyksurveys.com)]

**Sent:** Tuesday, April 10, 2018 9:43 AM

**To:** Stanislawski, Nate

**Subject:** Re: Plat of Janie's Woods

[Quoted text hidden]

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**Murray, Sean** <[Sean.Murray@tdstelecom.com](mailto:Sean.Murray@tdstelecom.com)>  
To: "bob@talarczyksurveys.com" <[bob@talarczyksurveys.com](mailto:bob@talarczyksurveys.com)>

Wed, Apr 11, 2018 at 11:47 AM

Bob,

The plat looks good.

When will home construction start?

Thanks,

*Sean R. Murray*

*Network Specialist-ROW*

*TDS Telecom*

*Sean.murray@tdstelecom.com*

*W-608-664-4606*

*C-608-445-3830*

**From:** Robert Talarczyk [<mailto:bob@talarczyksurveys.com>]

**Sent:** Friday, April 06, 2018 10:28 AM

**To:** Stanislawski, Nate

**Subject:** Plat of Janie's Woods

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 **Janie's\_Woods\_Final\_Plat.pdf**  
906K

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**Robert Talarczyk** <[bob@talarczyksurveys.com](mailto:bob@talarczyksurveys.com)>  
To: "Murray, Sean" <[Sean.Murray@tdstelecom.com](mailto:Sean.Murray@tdstelecom.com)>

Wed, Apr 11, 2018 at 12:43 PM

Sean,

Construction will start this Spring yet.

Thanks.

Bob

[Quoted text hidden]

**DEVELOPMENT AGREEMENT**

**for**

**JANIE'S WOODS SUBDIVISION**

**between**

**PIONEER VALLEY, LLC**

**and**

**THE ~~TOWNSHIP~~TOWN OF NEW GLARUS** |

**dated**

~~September~~ April\_\_\_\_, 20187 |

**TABLE OF CONTENTS**

Contents

Section 1. Contractors ..... 433

Section 2. Improvements. .... 433

Section 3. Specifications for Improvements ..... 544

Section 4. Town Approval of Starting Dates: Conditions Prior to Commencement ..... 544

Section 5. Town Responsibility. .... 655

Section 6. Acceptance of Work. .... 655

Section 7. Time of Completion. .... 655

Section 8. Insurance Required of Contractors. .... 655

Section 9. Indemnification. .... 766

Section 10. Fees Payable Prior to Construction. .... 766

Section 11. Developer to Reimburse the Town for Costs Sustained. .... 766

Section 12. Surety. .... 877

Section 13. Pre-construction Meeting. .... 977

Section 14. Building/Occupancy Permits. .... 977

Section 15. General Provisions. .... 988

Section 16. Personal Guarantee ..... 1099

Exhibit A: Construction Requirements ..... 131212

Exhibit B: Fee Schedule..... 161414

Exhibit C: Construction Cost Estimates ..... 171515

Exhibit D: Park Land Dedication and Fees..... 181616

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~~Section 1. Contractors ..... 3~~

~~Section 2. Improvements ..... 3~~

~~Section 3. Specifications for Improvements ..... 3~~

~~Section 4. Township Approval of Starting Dates ..... 4~~



Section 5. Township Responsibility .....	4
Section 6. Acceptance of Work .....	4
Section 7. Time of Completion .....	4
Section 8. Insurance Required of Contractors .....	4
Section 9. Indemnification .....	5
Section 10. Fees Payable Prior to Construction .....	5
Section 11. Developer to Reimburse the Township for Costs Sustained .....	5
Section 12. Surety .....	6
Section 13. Pre-construction Meeting .....	7
Section 14. Building/Occupancy Permits .....	7
Section 15. General Provisions .....	7
Exhibit A: Construction Requirements .....	9
Exhibit B: Fee Schedule .....	11
Exhibit C: Construction Cost Estimates .....	12
Exhibit D: Park Land Dedication and Fees .....	13

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into effective this \_\_\_\_ day of September, 2017, by and between Pioneer Valley, LLC, and Clark W. Kepplinger, its sole member, and/or theirs successors and assigns (hereinafter referred to collectively as "Developer") and the TownshipTown of New Glarus, a Wisconsin governmental entity located in Green County, Wisconsin (hereinafter "TownshipTown").

WITNESSETH:

WHEREAS, Developer has received final Subdivision Plat approval by the TownshipTown for a subdivision known as "Janie's Woods" (the "Plat"), the final subdivision plat has been approved by all appropriate regulatory agencies and will be recorded with the Green County Register of Deeds; and

WHEREAS, the Chapter 110 Land Division and Land Division Ordinance of the TownshipTown (the "Ordinances") require that provisions be made for the installation of the grading of public and private lands, erosion control, storm water management, and street and other public improvements to serve the Plat; and

WHEREAS, the Developer wishes to proceed with the installation of the public improvements to serve the Plat and the Ordinances require that the Developer enter into this Agreement with the TownshipTown regarding the installation of said improvements in the Plat prior to commencement of construction of improvements.

NOW, THEREFORE, the Developer and the TownshipTown hereby agree as follows:

**Section 1. Contractors.** All contractors, subcontractors and material suppliers performing services for the Developer in connection with this Agreement (hereinafter, individually a "Contractor," together the "Contractors") shall be subject to the approval of the TownshipTown Engineer.

**Section 2. Improvements.**

1. — The — specific improvements (the "Improvements") required by the TownshipTown to be installed by the Developer for the Plat are described in detail on **Exhibit A**, which is attached hereto and made a part hereof.

2. — The Improvements shall be constructed in strict accordance with the plans and specifications for such Improvements prepared by a licensed professional engineer (the "Plans") and in strict accordance with all conditions listed on Exhibit A. The Plans shall have been approved by the TownshipTown, and a copy of the Plans shall have been delivered to the TownshipTown Engineer and approved in writing by the TownshipTown Engineer prior to the commencement of any construction hereunder. No change shall be made in the Plans without the

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written approval of the ~~TownshipTown~~ Engineer except those which may be approved in the field by the ~~TownshipTown~~ Engineer. Developer shall use dust control practices during construction to minimize fugitive dust. Developer and lot owners shall control noxious weeds on vacant land before, during and after construction, at the expense of the Developer or lot owner; the Town may cut the noxious weeds at the Developer's or lot owner's expense, if the Developer or lot owner fails to do so, after written notice, and assess the cost thereof to the owner of the parcel as a special charge.

3. Warranty. The Developer warrant the condition and suitability of the Improvements for a period of one (1) year from the date of acceptance of the Improvements. During the period of the warranty, Developer shall repair any defects in the Improvements identified by the Town at the sole expense of the Developer. If the Developer fails to repair the Improvements within a time which is reasonable under the circumstances, the Town may, after written notice to the Developer, undertake the repair and recover the cost of the repair from the Developer.

**Section 3. Specifications for Improvements.** The Developer agrees to install the Improvements in accordance with the plans and the requirements of the Ordinances. The Developer agrees to submit an erosion control plan as part of the construction drawings and effectively implement erosion control procedures as may be required by ~~TownshipTown~~ Ordinances.

**Section 4. ~~TownshipTown~~ Approval of Starting Dates: Conditions Prior to Commencement.**

1. The Developer shall provide a schedule of construction setting forth the approximate dates of commencement and completion of construction. The Developer agrees that no work shall be scheduled for the Improvements without the ~~TownshipTown~~ Engineer's written approval of the starting date and schedule.

2. The Developer shall not commence construction of any improvements in Phase 1 of the Development prior to the following actions:

- a. Copies of all contracts for the construction and installation of the improvements for Phase 1 have been filed with ad approved by the Town.
- b. All final approvals have been obtained and the final plat of the Development has been recorded with the Green County Register of Deeds.
- c. This agreement has been duly executed by the Developer and the Town.
- d. The required security described herein has been approved as to form by the Town Attorney and filed with the Town Treasurer.

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The Developer provides the Town with certificates of liability insurance for any and all activities related to the construction and installation of the Improvements.

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e. \_\_\_\_\_

**Section 5. TownshipTown Responsibility.** The Developer agrees that the TownshipTown shall not be responsible for any costs or charges related to the Improvements except those specifically enumerated and agreed to in this Agreement, if any.

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**Section 6. Acceptance of Work.** The Developer agrees that the Improvements will not be accepted by the TownshipTown until

1. all outstanding charges to be paid by the Developer under the Ordinances have been paid in full,

2. affidavits and lien waivers are received by the TownshipTown indicating that all Contractors providing work, services or materials in connection with the Improvements have been paid in full for all such work, services and materials,

3. the TownshipTown has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the TownshipTown) encumber the Improvements, and

4. the TownshipTown has determined that all Improvements have been constructed and/or installed in a good and workmanlike manner.

Upon completion of the above items, the Developer shall submit a written request for final acceptance of the to the TownshipTown. The Improvements will be subject to acceptance by the TownshipTown (the "Final Acceptance"). Upon Final Acceptance, Developer shall turn over all ownership and control of the Improvements to the TownshipTown, subject to the Warranty.-

**Section 7. Time of Completion.** The Developer hereby agrees to construct the Improvements in a good and workmanlike manner and in accordance with the terms of this Agreement. All work specified herein will be completed by the Developer within 18 months of commencement of work as provided at Sec. 4 above.

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**Section 8. Insurance Required of Contractors.** The Developer shall assure that all contractors and subcontractors maintain sufficient comprehensive general liability, worker's compensation and other insurance as determined by the TownshipTown Engineer to be appropriate for the work being performed and as will protect the TownshipTown from liability for personal injury, property damage, worker's compensation or any other damages arising out of the work to be performed, whether caused by the acts or omissions of the contractor, any subcontractor, any person directly or indirectly employed by them or any other person for whom

they might be liable. Limits of coverage shall be in amounts as determined sufficient by the TownshipTown Engineer. The Developer shall require the contractor to provide to the TownshipTown Engineer a current certificate of insurance to evidence compliance with this Agreement. The Developer shall require each subcontractor who is not covered by a contractor's insurance policy, as determined by the contractor's certificate of insurance, to provide to the TownshipTown Engineer a current certificate of insurance determined by said Engineer to be appropriate for the work being performed.

**Section 9. Indemnification.** The Developer shall require all Contractors engaged in the construction of the Improvements to indemnify and hold the TownshipTown harmless from and against any and all claims, losses, damages, costs and expenses which such Contractors may or might incur, or which the TownshipTown might incur by the act or omission of the Contractors or their agents, in connection with the construction of the Improvements. Such indemnification and hold harmless clause shall be in form and content acceptable to the TownshipTown Attorney and shall be included in each Agreement which the Developer has with any Contractor.

**Section 10. Fees Payable Prior to Construction.** The Developer agrees to pay the TownshipTown all of the fees and charges described on **Exhibit B**, which is attached hereto and made a part hereof, in strict compliance with its terms.

**Section 11. Developer to Reimburse the TownshipTown for Costs Sustained.** The Developer shall reimburse the TownshipTown for its actual cost of design review, inspection, testing, construction, and associated legal and real estate fees for the Improvements. The TownshipTown's costs shall be determined as follows:

1. The cost of the TownshipTown Engineer's and TownshipTown Attorney's time while engaged in:
  - a. the preparation, review, evaluation or alteration of the Plans or this Agreement;
  - b. the construction, supervision or inspection of the Improvements or any activity associated with their construction;
  - c. the enforcement of this Agreement or any ordinance or other regulation relating to the Improvements;
  - d. any other activity, which is reasonably necessary and associated with the construction of the Improvements.

Said costs shall be based on the actual amount properly charged to the TownshipTown under the usual arrangement said officials have with the TownshipTown.

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2. The cost, as determined by the TownshipTown, of TownshipTown equipment employed in any of the activity described in sub (1), if any.

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3. The cost of mileage reimbursed to TownshipTown employees, if any, which is incurred while engaged in any of the activities described in sub (a), if any.

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4. The actual costs of TownshipTown materials incorporated into the Improvements, if any, including transportation costs plus a restocking and/or handling fee not to exceed 10% of the cost of materials.

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The TownshipTown shall bill the Developer for any amount due under this agreement on a monthly basis. The Developer shall pay any amount due within 30 days of billing. Any delinquent balance shall carry interest at the rate of 5% per annum. The TownshipTown may enforce payment by any means permitted by law, including drawing on any letter of credit provided under this agreement.

#### Section 12. Surety.—

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1. The Developer agrees to furnish the TownshipTown with an irrevocable letter of credit or bond (the "Surety") for the length of time that the project will take to complete plus an additional period of one year following the date of Final Acceptance. The surety shall be in an amount equal to 1205% of the costs of the Improvements as estimated by the TownshipTown Engineer based upon the unit costs estimate provided by the Developer and reflected in Exhibit C, to secure Developer's performance under this Agreement. The surety shall be issued in favor of the TownshipTown of New Glarus, shall identify the name of the Land Division and the owner of the Land Division, and shall be approved by the TownshipTown Attorney.

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2. In the event the Developer fails to complete all improvements in compliance with this agreement, and time shall be of the essence, the TownshipTown may draw upon the Developer's surety and perform or have performed all necessary work, and supply or have supplied all necessary equipment, goods, materials or services, to complete all or any part of some or all of the required public improvements in satisfactory form. The Developer shall not be paid for any work performed or equipment, goods, materials or services provided by any person other than the Developer under this subsection.

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3. The TownshipTown may, in its sole discretion following the Developer's request and acceptance by the TownshipTown of some but not all of the Improvements constructed as part of this Agreement, reduce the surety to the amount estimated by the TownshipTown Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by the Developer hereunder. Estimates of the costs of the Improvements are included as part of the attached Exhibit C.

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**Section 136. Pre-construction Meeting.** A pre-construction meeting shall be scheduled between the Developer, the Contractors and the TownshipTown prior to commencement of any construction on the Improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

**Section 147. Building/Occupancy Permits.** The TownshipTown agrees to issue building permits to homebuilders within the Plat for Lots served by the new road upon the installation of the binder course (lower lift) of asphalt of the proposed Roadway. Developer will be required to install the binder course (lower lift) of asphalt on all roadways, and have said improvements accepted by the TownshipTown, prior to issuance of occupancy permits. The surface course (upper lift) of asphalt, shall be installed within 12 months of the binder course unless otherwise approved by the TownshipTown. For the Lot served by Pioneer Road, a building permit may be issued upon approval of the driveway permit. Notwithstanding the above, in the event, Developer is able to install road and place breaker rock and gravel on the new roadway before Spring, 2018, the TownshipTown agrees that the binder course of asphalt shall not be applied so that the roadway has adequate time to settle. In such event, building permits may be issued so that construction of new residences can begin, however, no occupancy permit shall be granted until the binder course is installed. The TownshipTown shall not be responsible for any snow removal until after the binder course is applied.

**Section 158. General Provisions.**

1. Except as provided herein, nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer or the TownshipTown by the Ordinances, or any statutes or regulations applicable to the Improvements.

2. This Agreement shall be binding upon the Developer (jointly and severally if more than one), upon his or her personal representatives and heirs, and upon the successors and assigns of the parties.

3. Nothing in this Agreement is intended to be construed so as to make the Developer or the Contractors agents of the TownshipTown, nor as making the TownshipTown an agent of the Developer; the parties hereto agree that Developer and Contractors are independent contractors.

4. The Developer represents that it is the lawful owner of the Land Division and is now lawfully seized and possessed of the Land Division.

5. The Developer represents that it has obtained any and all easements or rights of way necessary to gain access to the Land Division and to provide drainage and utility service to and from the Land Division.

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6. In the event the TownshipTown validly exercises its right to draw upon the surety deposited by the Developer pursuant to Section 15 above, the Developer agrees to pay to the TownshipTown all of its costs and expenses, including reasonable attorneys' fees, relating to such exercise, and such expenses shall be recoverable from the surety.

7. No approval by the TownshipTown Engineer or the TownshipTown Attorney or any other person acting on behalf of the TownshipTown shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the Improvements.

It is understood that the Developer has selected and appointed all Contractors, and the TownshipTown shall have no responsibility whatsoever for the Contractors or for the quality of the materials or workmanship provided by such Contractors. No authority granted herein to the TownshipTown in connection with the review or approval of the Contractors, or the Improvements, shall be deemed to create any liability whatsoever on the part of the TownshipTown. No inspection of the Improvements by the TownshipTown or any agent of the TownshipTown shall alter the exclusive responsibility of the Developer for the construction and/or installation of such improvements in a good and workmanlike manner and in accordance with the approved plans and specifications.

8. This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.

9. The Developer shall not be liable for delays in completion of the improvements required by this Agreement to the extent that such delay is caused by strikes, fires, war, riot, tornadoes, floods, acts of God or similar unforeseeable events which are beyond the control of Developer, but only for the amount of time such event continues plus a reasonable amount of time to remedy the damage to the improvements caused thereby, provided, however, that this paragraph shall not operate to extend the completion date for any improvements for more than six (6) months.

~~9. Section 16. Personal Guarantee. The obligations of Pioneer Valley LLC and of the Developer under this Agreement are personally guaranteed by Clark W. Kepplinger, jointly and severally.~~

*SIGNATURES APPEAR ON THE NEXT PAGE.*

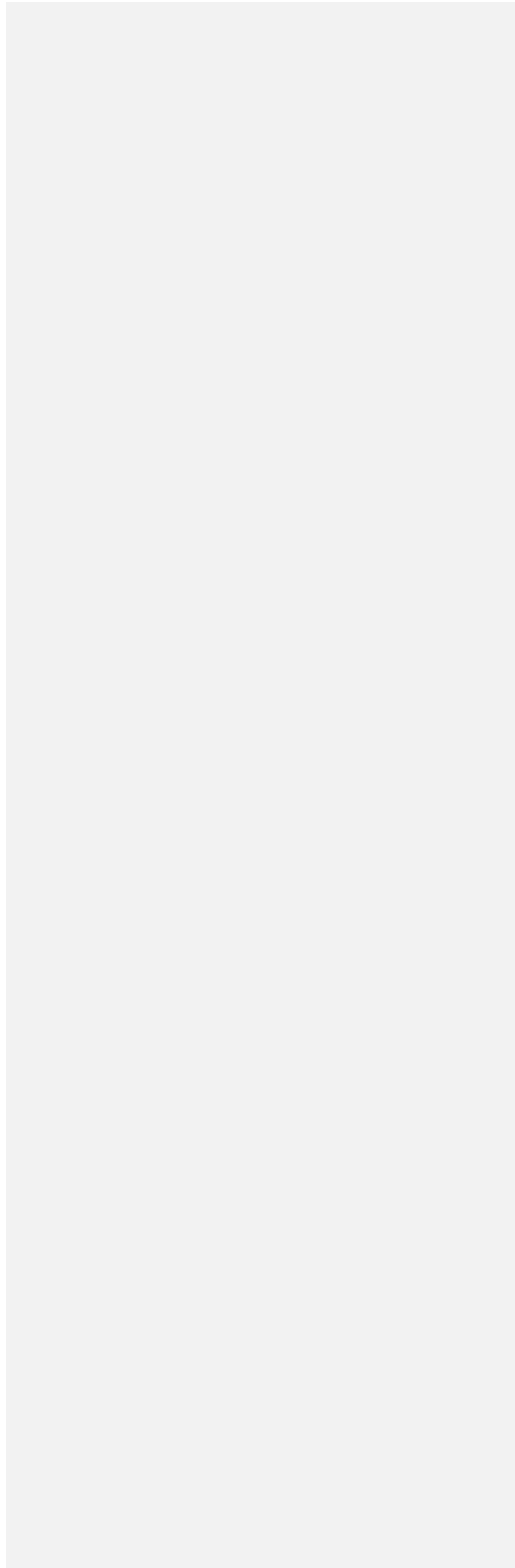
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

~~TOWNSHIP~~~~TOWN~~: ~~Township~~~~Town~~ of New Glarus

By: \_\_\_\_\_  
~~Township~~~~Town~~ Chairperson

By: \_\_\_\_\_  
~~Township~~~~Town~~ Clerk



DEVELOPER: Pioneer Valley, LLC

By: \_\_\_\_\_  
Sherry E. Wilde, its authorized representative Clark W. Kepplinger, Individually

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**Exhibit A: Construction Requirements**

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The following construction requirements shall apply to the Land Division.

1. REGULATORY SIGNS

~~The Developer shall place official stop signs at the following locations:~~

~~Stop sign at the intersection of the new road with Pioneer Valley Road.~~

The Developer shall reimburse the Town for costs to place a stop sign at the intersection of Crawford Lane and Pioneer Road.

All signage shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

2. CURB AND GUTTER

No curb and gutter is required in the Subdivision.

3. STREETS

The entire plat's internal street system shall be paved by Developer ~~to the a full~~ width as shown on the approved plans.

All streets shall be built 4820 feet wide to the Town's road specifications, and shall have a 12 inch base of crushed aggregate. There shall be a binder course of asphaltic concrete not less than 2 inches in thickness. A final course of at least 1 ½ inches of asphaltic concrete shall be laid at a time agreed to by the Town and the Developer.

4. SIDEWALKS

No sidewalks are required to be installed

5. WATER

Private wells shall serve the subdivision. No public water utility plans ~~are~~ required.

6. SEWER

Private onsite wastewater treatment ~~septic~~ systems shall serve the subdivision. No public sanitary system is required.

7. STREET WIDTHS

All street widths shall be as indicated on the approved plans.

8. STORM WATER

The storm water management system including detention basins, if any, and appurtenances, shall be installed as shown on the approved plans. Design and construction of the storm water management system shall be subject to the review and approval of the ~~Township~~Town Engineer.

9. STREET LIGHTS

No street lights shall be required.

12. STREET NAME SIGNS

The Developer shall reimburse the Town for costs to place a ~~One~~ street name sign at the intersection of the new road and Pioneer Road, and a sign to indicate that the new road is a dead-end street. All signage shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), shall be placed at the intersection of the new road and Pioneer Valley Road. There also shall be a sign indicating that it is a dead-end street.

13. PAVEMENT MARKINGS

Pavement markings shall be provided as required by the ~~Township~~Town Engineer.

14. INSPECTIONS FOR TOWN ROAD IMPROVEMENTS

A. In addition to other site visits conducted by the Town to observe construction, the Town shall, in the company of a representative of the Developer's engineer, make site visits and observe construction at the following stages of construction:

- (i) During roll test of street subgrade;
- (ii) During the installation of culverts;
- (iii) During roll test of the completed street surface prior to paving;
- (iv) During paving;
- (v) Pre-final surface installation per Paragraph 3 of this Section below;
- (vi) After completion of the Improvements.

B. The Town Engineer and Town shall be given notice of at least two full business days prior to the start of construction, as well as two full business days' notice of when each stage of construction is ready for inspection.

C. Seven (7) days prior to paving, the asphalt mix design(s) shall be provided to the Town Engineer for review. During paving, the paving contractor shall submit quality control testing results for actual pavement placed. If quality control test results indicate the mix

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was note within mix limits when it was placed, the pavement is subject to removal at the Developer's cost at the sole discretion of the Town. Also, during paving, the Town shall conduct testing, including density testing, for binder and surface lifts according to the density criteria of the current Wisconsin DOT Standard Specifications. If results from the pavement testing yield densities below specified minimums, the Developer may, with the approval of the Town Engineer, remove and replace pavement that does not meet the required specifications or provide an alternate remedy, for approval by the Town.

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#### 145. EROSION CONTROL

The Developer is responsible for obtaining all required permits including erosion control and storm water management permits. The Developer shall coordinate cleaning of all streets affected by construction of the Land Division. If, in the opinion of the ~~Township~~Town Building Inspector or Public Works Director, additional street cleaning is needed to control a potential erosion or nuisance problem, the ~~Township~~Town reserves the right to demand additional cleaning and in the event of the Developer's failure so to do, may perform such street cleaning and invoice the Developer at a standard rate set by the ~~Township~~Town. Such cleaning shall not be considered as a substitute for standard erosion control measures, nor relieve the Developer of any liability under the Ordinances. This street cleaning requirement shall only be an obligation of Developer until acceptance of the Improvements. Street cleaning required after acceptance of the Improvements as a result of house construction shall be the obligation of the homebuilder.

#### 165. RECORDED PLAT

The ~~Township~~Town acknowledges previous receipt of a copy of the recorded plat.

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**Exhibit B: Fee Schedule**

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The following fees are to be paid to the Township/Town prior to construction:

1. [Any sewer connection fees] – Not applicable.
2. [Any water connection fees] – Not applicable.
3. [Any park fee as calculated at Ex. D]
4. Other Township/Town fees

Preliminary Suitability Review Fee	\$100.00
Technical Review Committee Consultation	\$300.00
Engineering Fees – Actual Costs	<u>\$1,060.00*</u>
Legal Fees – Actual Costs	<u>\$2,475.00*</u>
Preliminary Plats and Final Plats	\$400.00
Plan Review Fee	\$225.00
Initial Escrow Deposit	\$5,000.00
Public Hearing Notice and Public Hearing	\$235.00

\*Subject to adjustment due to charges billed in March and April 2018.

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**Exhibit C: Construction Cost Estimates**

Developer hereby represents the cost of construction for Janie's Woods Subdvision Division, in the ~~Township~~Town of New Glarus, Green County, Wisconsin to be approximately \$~~\_\_\_\_\_~~\$110,609.00 based upon the actual accepted bid(s) or negotiated agreements of its contractor(s), attached. Of this amount, Developer has fully paid \$45,111, leaving outstanding liability in the amount of \$65,498.

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**Exhibit D: Park Land Dedication and Fees**

None.

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**Declaration of Restrictions  
And Covenants  
Pioneer Valley, LLC  
Janie's Woods Subdivision**

To protect and preserve the values in those lands described in the Janie's Woods Subdivision Plat ("Plat") recorded in the Office of the Register of Deeds for Green County, as document number \_\_\_\_\_, located in the Town of New Glarus, Wisconsin, for the mutual benefit and protection of all owners of lots Numbers 1 - 6, Pioneer Valley, LLC, being the present owner and of all the lots and the developer of Janie's Woods Subdivision ("Developer") hereby covenants and agrees that Lots Numbers 1-6 shall be subject to the following protective covenants, easements, and servitudes which are to run with the land and shall be binding on all present and future owners of Lots Numbers 1-6.

**TERMS:**

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years, after which time those covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of Lots Numbers 1-6 has been recorded, agreeing to change said covenants in whole or in part. No lot shall at any time be subdivided nor sold except as a whole, but this restriction shall not prevent the conveyance of any part of a lot to the owner or owners of an adjoining lots or lands. Notwithstanding the above, the following provisions may be amended only with the permission of the Town of New Glarus ("Town"):

- a. There may be no further re-division of the Lots, except for the purpose of conveying part of a lot to the owner or owners of an adjoining lot or lands..
- b. The Lots shall be landscaped and contain rain gardens, swales and other drainage features as are necessary to retain on-site 90 percent of the pre-development surface and storm water flows, and to limit the rate of flow of water leaving the property to the pre-development rate.
- c. Fertilizer and pesticides used on the Lots shall conform to best management practices recommend by the University of Wisconsin Extension.
- d. The developer and Lot owners shall, to the best extent reasonably possible while making permitted uses of the Lot, use their best efforts to maintain the existing trees on the Lot.

**ENFORCEMENT:**

Enforcement of any right herein granted shall be by proceeding at law or in equity brought by any Lot owner against any person or persons violating or attempting to violate any covenant either to enjoin a violation or to recover damages. In any proceeding at law or in equity to enforce a right herein granted, the prevailing party shall be entitled to costs, including reasonable attorneys' fees.

### **SEVERABILITY:**

Invalidation of anyone of the covenants or restrictions herein contained by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect. All of the covenants and restrictions herein contained are severable and divisible, and a finding that any restriction or covenant herein is unenforceable, invalid, illegal, or unconstitutional shall not affect any of the other restrictions or covenants herein.

### **LAND USE AND BUILDING TYPE:**

All lots shall be restricted to use for single-family residential purposes. Multi-family dwellings are prohibited. No manufacturing or commercial business activity shall be carried on any lot including raising domestic pets for sale except as modified in the paragraph entitled "Livestock" below. This restriction shall not be construed as prohibiting a self-employed person from using a portion of that person's home as a home office.

In addition to the restrictions state above, the following uses are prohibited:

- (1) community living arrangements of any size;
- (2) municipal buildings;
- (3) sheltered facilities for battered women or other persons;
- (4) living quarters for any registered sex offender.

### **DWELLING SIZES:**

The minimum floor area of each single-family dwelling, exclusive of one-story open porches, decks, screen porches, and attached garages, shall be as follows:

- (1) not less than 1,600 square feet for a one-story dwelling, with basement;
- (2) not less than 2,400 square feet for a two-story dwelling (including basement and/or second floor);

All single-family dwellings shall have at least a two car attached garage.

### **OUTBUILDINGS:**

Not be more than one detached outbuilding on any lot, and the square footage of the outbuilding shall not exceed 3,600 square feet. The outbuilding shall be placed within the Building Envelop as depicted on the Plat and in a location at distance greater than where the residence is located from the access roadway. No outbuilding shall be constructed on any Lot until after the principal residence is constructed on said Lot.

### **ARCHITECTURAL DESIGN:**

The exterior design of the residential structures and outbuildings initially constructed on Lots 1 - 6 shall be approved by the Developer, its successors or assigns. Residence facings shall include at least thirty percent (30%) stucco or masonry, including but not limited to, brick or

stone. Any replacement structures or additions shall be consistent with the exterior designs initially approved by the Developer, its successors or assigns.

There shall be no aboveground oil or gas tanks, except for a liquid propane tank of no greater than 1,000 gallons in volume. The tank shall be placed in an unobtrusive and fully obscured location by appropriate fencing or landscaping. Oil tanks for home heating may be installed in the basement of the dwelling.

#### **BUILDING LOCATION:**

No buildings shall be located on any lot except in conformity with said Plat, and all applicable state, county and other municipal rules, regulations and ordinances pertaining thereto. All buildings shall be located within the building envelopes designated on said Plat. No substantial changes in the elevations of the land shall be made on the premises. The Developer and Lot owners shall, to the best extent reasonably possible while maintaining permitted uses of the Lot, use their best efforts to maintain the existing trees on the Lot.

#### **EASEMENTS:**

Easements for installation and maintenance of utilities or detention basins are reserved as shown on the Plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and detention basins, unless approved by the relevant utility company or Township of New Glarus. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company or Township of New Glarus is responsible.

#### **NUISANCES:**

No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be permitted on any lot the discharge of firearms, hand or shoulder firearms of power driven projectiles.

All lots shall be kept free of noxious weeds. A family garden shall not be larger than one acre. No row crops or other agricultural products shall be permitted except for small grains or alfalfa (e.g. wheat or oats). No commercial orchards, tree farms or nurseries are permitted.

All lots shall be kept neat in appearance. No wood piles shall be kept outside unless they are neatly stacked and placed in an area screened from view by plantings or a fence.

#### **LANDSCAPING AND EROSION CONTROL:**

Any land disturbance caused by the developer when grading or excavating shall be mulched, seeded, or sodded to protect against erosion, sedimentation or washing. The Lots shall be landscaped and contain rain gardens, swales and other drainage features as are necessary to retain on-site 90 percent of the pre-development surface and storm water flows, and to limit the rate of flow of water leaving the property to the pre-development rate. Fertilizer and pesticides

used on the Lots shall conform to best management practices recommended by the University of Wisconsin Extension.

**TEMPORARY STRUCTURES:**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Any residence constructed upon any lot shall be completed within one year after the beginning of construction thereof.

**SIGNS, MAILBOXES AND NEWSPAPER DROPS:**

Except for fire number signs and no trespass signs, no sign of any kind shall be displayed to public view on any lot except (a) one sign of not more than five square feet advertising the property for sale or rent, (b) a sign used by a builder to advertise the property during the construction and sales period, or (c) a temporary sign placed by the owners of a lot during an election campaign.

Mailboxes for Lots 2-6 shall be clustered in a single location recommended by the United States Postal Service in the right of way of Crawford Lane adjacent to Lot 6. The mailbox for Lot 1 may be placed separately in a location recommended by the United States Postal Service in the right of way of Pioneer Road, adjacent to Lot 1.

**ANIMALS AND LIVESTOCK:**

No animals or livestock of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and do not number more than two dogs and two cats on each lot. Notwithstanding this provision, up to four horses on any such lot may be kept for non-commercial purposes lot. No more than ten (10) fowl shall be raised, bred or kept on any lot.

**PARTITION FENCES:**

Section 110-28 of the Town of New Glarus Land Division and Subdivision Code provides when the land included in a Subdivision Plat abuts upon or is adjacent to land used for agriculture, farming or grazing purposes, the land divider shall, if requested by adjacent landowners, erect, keep, and maintain partition fences, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between such land and the adjacent land. The owner subjects the land included in the Plat to a covenant binding the owner, its grantees, heirs, successors, and assigns to erect and maintain such fences, without cost to the adjoining owners, so long as the adjoining land is used for agriculture, farming or grazing purposes.

**GARBAGE AND REFUSE DISPOSAL:**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All outside containers shall be kept in a clean and sanitary condition. All refuse of any description shall be confined to the rear or side of the house, except refuse containers may be set at the roadside for a period not to exceed twelve

hours before and after scheduled pickup. No garbage or other materials shall be burned on the premises, except for wood burning fire pits or fireplaces.

**STORAGE:**

The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicle is prohibited unless kept inside a garage or a permitted outbuilding.

**OUTDOOR LIGHTING:**

Lot owners shall minimize their use of outdoor lighting so as not to create a nuisance for other Lot owners' enjoyment of the night sky. Outdoor lighting shall be shielded and directed downward.

IN WITNESS WHEREOF, Pioneer Valley, LLC, the owner of Lots One through Six of Janie's Woods Subdivision, located in the Town of New Glarus, Wisconsin, has executed these Restrictions and Covenants on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Pioneer Valley, LLC**

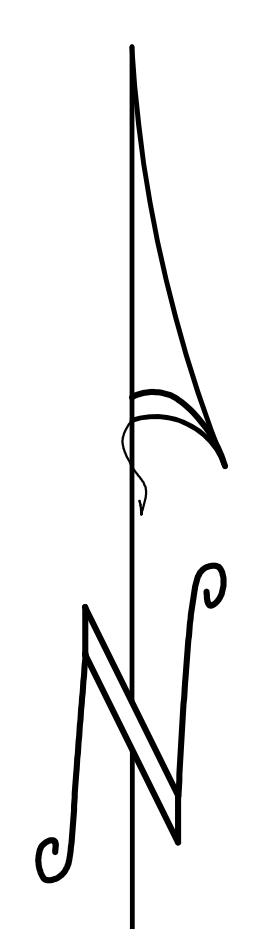
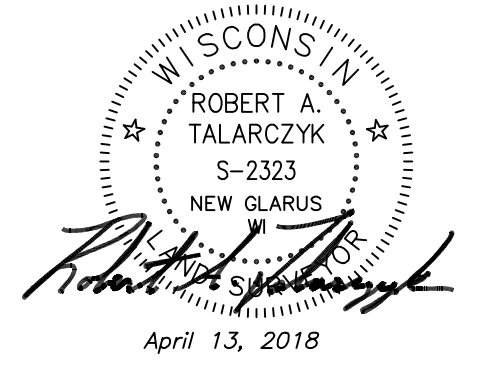
\_\_\_\_\_  
By: Clark W. Kepplinger, its sole member

Subscribed and sworn to by Clark W. Kepplinger before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_.

# JANIE'S WOODS

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, AND THE NORTHEAST AND NORTHWEST 1/4S OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 4 NORTH, RANGE 7 EAST, TOWN OF NEW GLARUS, GREEN COUNTY, WISCONSIN.



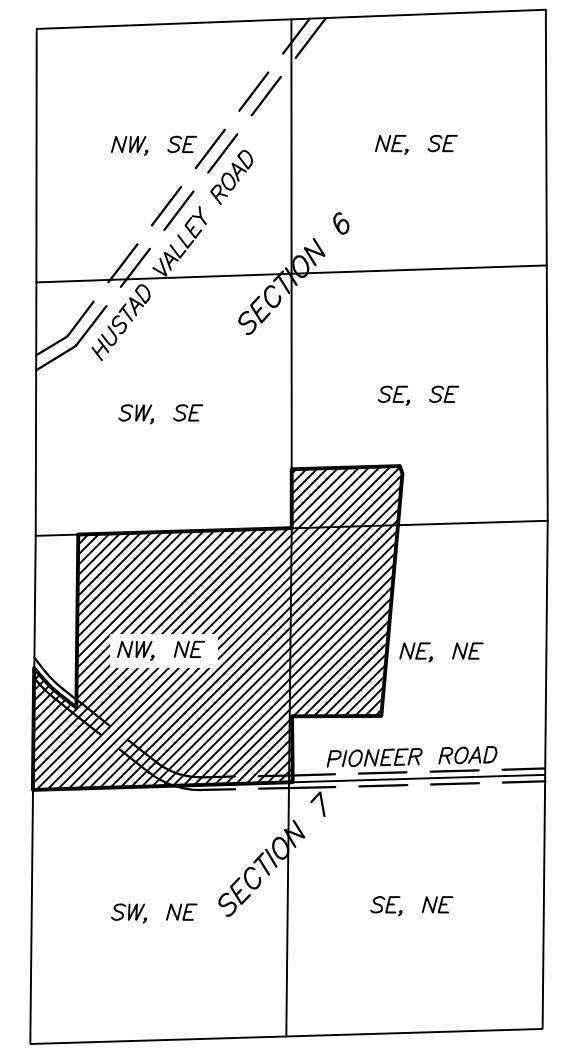
LOT 1 C.S.M. 2040  
VOL. 6, PAGE 375

LOT 1 C.S.M. 4403  
VOL. 18, PAGES 113-116

LOT 1 C.S.M. 4642  
VOL. 20, PAGE 36

2669.02'

LOCATION MAP



LOT 1 C.S.M. 4642  
VOL. 20, PAGE 36

LOT 1 C.S.M. 4737  
VOL. 20, PAGES 270-271

LOT 3  
261,360 SQ. FT.  
(6.00 ACRES)

LOT 4  
392,040 SQ. FT.  
(9.00 ACRES)

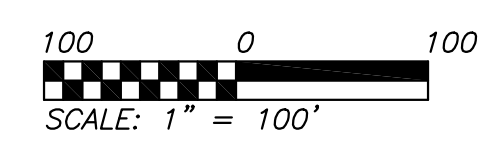
LOT 5  
647,301 SQ. FT.  
(14.86 ACRES)

LOT 6  
435,600 SQ. FT.  
(10.00 ACRES)

LOT 2  
217,800 SQ. FT.  
(5.00 ACRES)

LOT 1  
195,571 SQ. FT.  
(4.49 ACRES)

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING	TAN. BEARING-IN	TAN. BEARING-OUT
1-2	670.00'	163.29'	13°52'50"	162.89'	S44°58'17"E		
3-4	703.00'	161.18'	13°08'12"	160.83'	S45°23'06"E	S38°49'00"E	
5-6	365.00'	250.26'	39°17'04"	245.39'	S71°32'52"E		S71°34'16"E
7-8	431.00'	147.93'	19°39'56"	147.21'	S61°44'18"E		
9-10	30.00'	47.12'	90°00'00"	42.43'	N43°48'36"E		
11-12	67.00'	44.50'	38°03'00"	43.68'	N20°12'54"W		
13-14	30.00'	23.86'	45°34'22"	23.24'	N62°01'35"W		N84°48'46"W
14-15	60.00'	283.94'	271°08'44"	84.00'	N50°45'37"E	N84°48'46"W	S06°19'58"W
LOT 2	60.00'	91.26'	87°09'14"	82.72'	N41°14'09"W		
LOT 3	60.00'	65.27'	62°19'35"	62.10'	N33°30'14"E		
LOT 4	60.00'	76.18'	72°44'46"	71.17'	S78°57'37"E		
LOT 5	60.00'	51.23'	48°55'12"	49.69'	S18°07'38"E		
15-16	30.00'	23.86'	45°34'22"	23.24'	S16°27'13"E		
17-18	133.00'	88.33'	38°03'00"	86.71'	S20°12'54"E		
19-20	30.00'	47.12'	90°00'00"	42.43'	S46°11'24"E		
5-21	365.00'	25.00'	3°55'30"	25.00'	S53°52'05"E		



PREPARED FOR:  
Pioneer Valley LLC  
7155 Vesuvio Place  
Boynton Beach, FL 33437  
(561) 665-0963

**TALARCZYK**  
LAND SURVEYS LLC  
W5105 Kubly Road  
New Glarus, WI 53574  
608-527-5216  
www.talarczyk-surveys.com



# JANIE'S WOODS

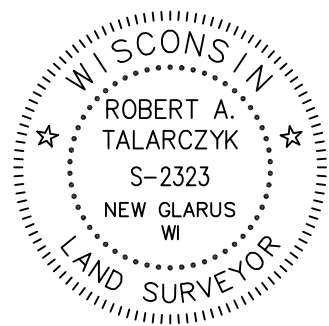
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, AND THE NORTHEAST AND NORTHWEST 1/4S OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 4 NORTH, RANGE 7 EAST, TOWN OF NEW GLARUS, GREEN COUNTY, WISCONSIN.

I, Robert A. Talarczyk, professional land surveyor, hereby certify:

That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of New Glarus and Green County, and under the direction of Pioneer Valley, LLC, I have surveyed, divided and mapped Janie's Woods; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in the Southeast 1/4 of the Southeast 1/4 of Section 6, and the Northeast and Northwest 1/4s of the Northeast 1/4 of Section 7, Town 4 North, Range 7 East, Town of New Glarus, Green County, Wisconsin, containing 52.16 acres of land and described as follows:

Commencing at the North 1/4 corner of said Section 7; thence N88°19'36"E along the North line of Section 7, 222.27' to the point of beginning; thence N88°19'36"E, 1112.24' to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6; thence N00°02'44"W along the West line of the Southeast 1/4 of the Southeast 1/4 of Section 6, 307.07'; thence N88°19'36"E, 563.39'; thence S18°35'21"E, 42.09'; thence S04°59'50"W, 1266.66'; thence S89°52'23"W, 465.00'; thence S00°39'37"E, 343.64' to the South line of the North 1/2 of the Northeast 1/4 of Section 7; thence S88°19'50"W, 1353.54' to the Southwest corner of the North 1/2 of the Northeast 1/4 of Section 7; thence N00°36'34"E along the North-South 1/4 line of Section 7, 635.05' to the centerline of Pioneer Road; thence S37°59'22"E along said centerline, 31.10'; thence Southeasterly, 163.29' along said centerline and the arc of a curve to the left whose radius is 670.00' and whose chord bears S44°58'17"E, 162.89'; thence S51°57'12"E along said centerline, 108.81'; thence N00°36'24"E, 901.65' to the point of beginning.

Dated this 13th day of April, 2018



*Robert A. Talarczyk*  
Robert A. Talarczyk, P.L.S.

**LEGEND:**

- Concrete monument with brass cap found
- Cast aluminum monument found
- 3/4" solid round iron rod found
- 1" outside diameter iron pipe found
- 1-1/4" x 24" solid round iron rod set, weighting 4.3 pounds per lineal foot
- All other lot corners marked with 3/4" x 24" solid round iron rebar set, weighing 1.5 pounds per lineal foot
- 10' wide utility easement
- 12' wide utility easement, 6' on either side of lot line
- Existing overhead utility lines
- Building envelope boundary

NOTES:  
1.) Bearings are referenced to the Wisconsin County Coordinate System, Green County Zone, NAD83 (2011), in which the North line of the Northeast 1/4 of Section 7 bears N88°19'36"E.  
2.) Recorded data, when different than measured, is shown in parenthesis.  
3.) Utility easements set forth herein are for the use of public bodies and private public utilities having the right to serve this subdivision. No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of s.236.32 of Wisconsin Statutes.  
4.) Lots 2 and 6 are prohibited from direct vehicular access to Pioneer Road.

Corporate Owner's Certificate of Dedication  
Pioneer Valley, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat. Pioneer Valley, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, Green County, and the Wisconsin Department of Administration.

IN WITNESS WHEREOF, the said Pioneer Valley, LLC has caused these presents to be signed by Clark W. Kepplinger, its president, on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

STATE OF WISCONSIN)

\_\_\_\_\_) COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Clark W. Kepplinger, President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public, \_\_\_\_\_ County, Wisconsin My commission expires \_\_\_\_\_.

Consent of Corporate Mortgagee

Woodford State Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Pioneer Valley, LLC, owner.

IN WITNESS WHEREOF, the said Woodford State Bank has caused these presents to be signed by Michelle R. Davis, its Loan Officer at Monroe, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

STATE OF WISCONSIN)

\_\_\_\_\_) COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Michelle R. Davis, Loan Officer of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Loan Officer of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public, \_\_\_\_\_ County, Wisconsin My commission expires \_\_\_\_\_.

Town Treasurer's Certificate

STATE OF WISCONSIN)

GREEN COUNTY) SS

I, Pattie Salter, being the duly elected qualified and acting town treasurer of the Town of New Glarus, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on any of the land included in the plat of Janie's Woods.

\_\_\_\_\_, 20\_\_\_\_  
Town Treasurer

County Treasurer's Certificate

STATE OF WISCONSIN)

GREEN COUNTY) SS

I, Sherri Hawkins, being the duly elected, qualified and acting treasurer of the County of Green, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ affecting the lands included in the plat of Janie's Woods.

\_\_\_\_\_, 20\_\_\_\_  
County Treasurer

Town Board Approval Certificate

Resolved, that the plat of Janie's Woods in the Town of New Glarus, Pioneer Valley, LLC, owner, is hereby approved by the town board.

\_\_\_\_\_, 20\_\_\_\_  
Town Chair

I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the Town of New Glarus.

\_\_\_\_\_, 20\_\_\_\_  
Town Clerk

Green County Land Use & Zoning Approval Certificate

Resolved, that the plat of Janie's Woods in the Town of New Glarus, Pioneer Valley, LLC, owner, is hereby approved by the Green County Land Use and Zoning Department.

\_\_\_\_\_, 20\_\_\_\_  
Zoning Administrator

Register of Deeds Certificate

Received for record this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_.M. and recorded in Volume \_\_\_\_\_ of Plats on Pages \_\_\_\_\_.

\_\_\_\_\_  
Register of Deeds

PREPARED FOR:  
Pioneer Valley LLC  
7155 Vesuvio Place  
Boynton Beach, FL 33437  
(561) 665-0963

**TALARCZYK**  
LAND SURVEYS LLC  
W5105 Kubly Road  
New Glarus, WI 53574  
608-527-5216  
www.talarczyk-surveys.com

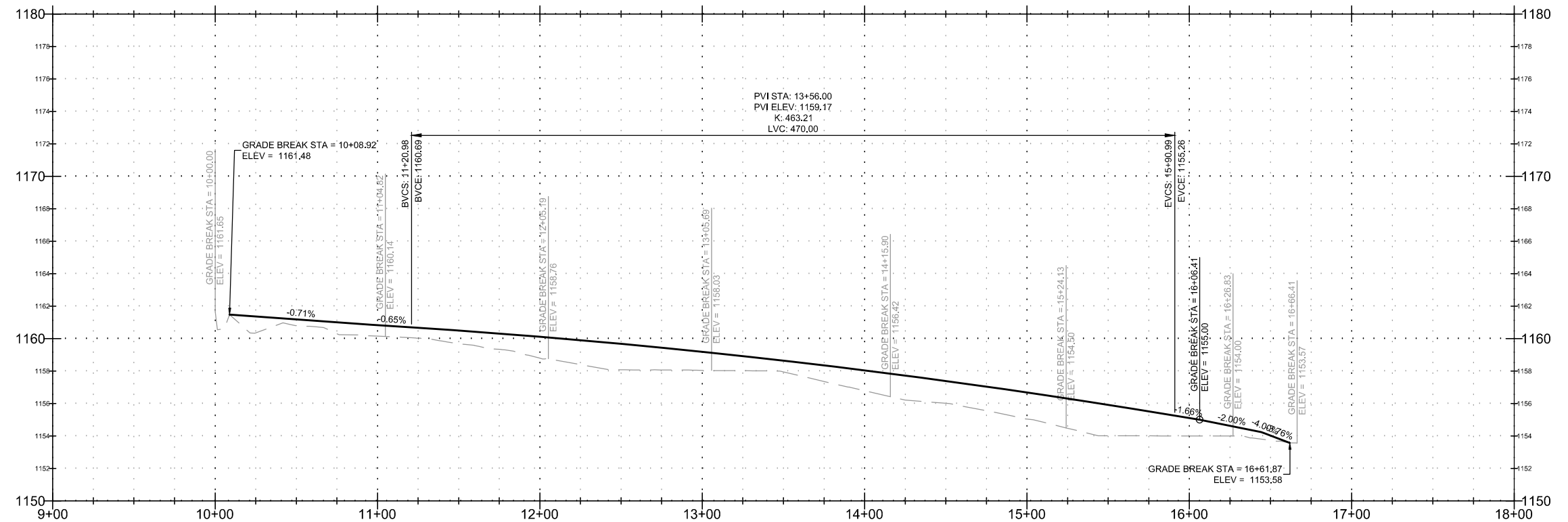
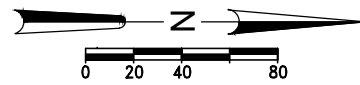
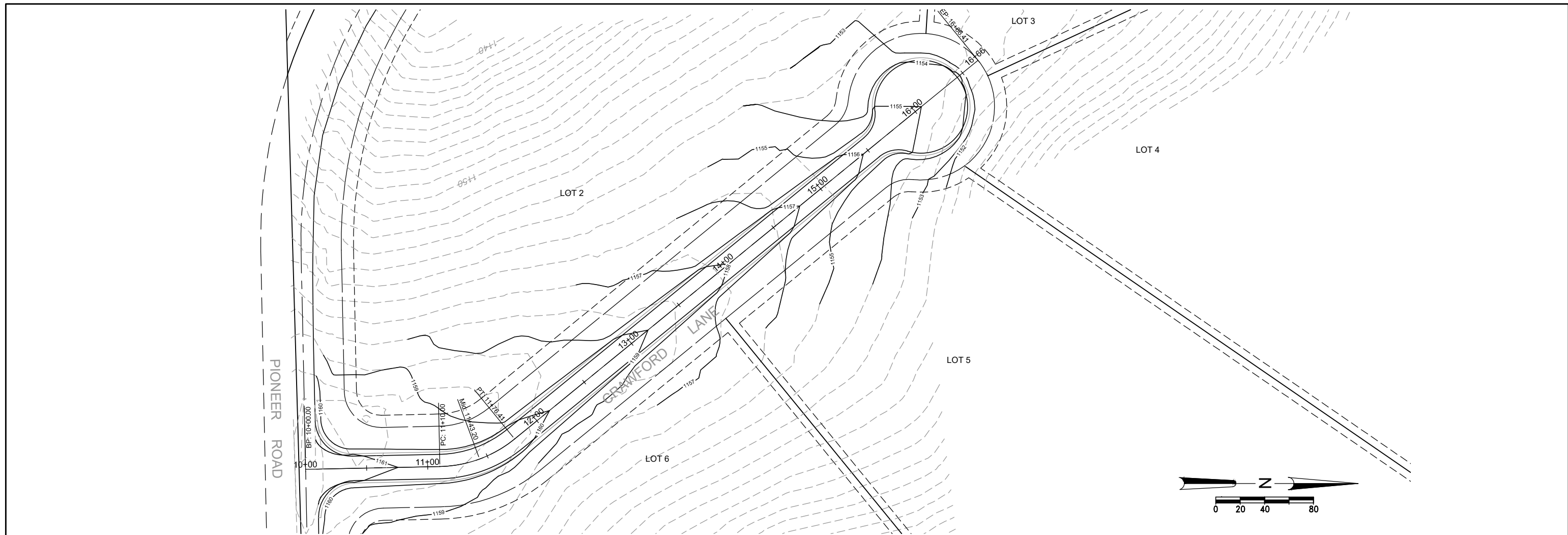
CONSTRUCTION DOCUMENTS  
**JANIE'S WOODS**  
**NEW GLARUS, WI**

DANIEL R. TALARCZYK, P.E., P.L.S. : Tel. 414.315.7959

INDEX TO DRAWINGS	
SHEET NO.	DRAWING TITLE
1	COVER & INDEX
2	GRADING PLAN
3	PLAN & PROFILE
4	CROSS-SECTION
5	CROSS-SECTION
6	CROSS-SECTION
7	CROSS-SECTION
8	CROSS-SECTION
9	CROSS-SECTION
10	CROSS-SECTION
11	CROSS-SECTION
12	DETAILS
13	EROSION CONTROL

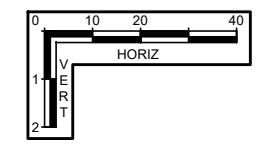
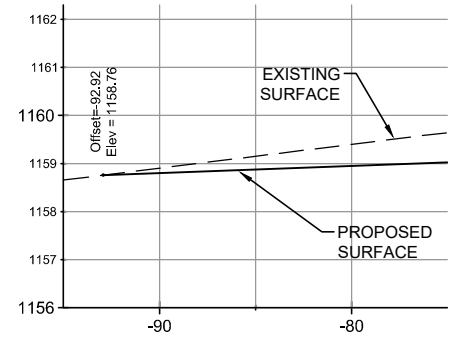
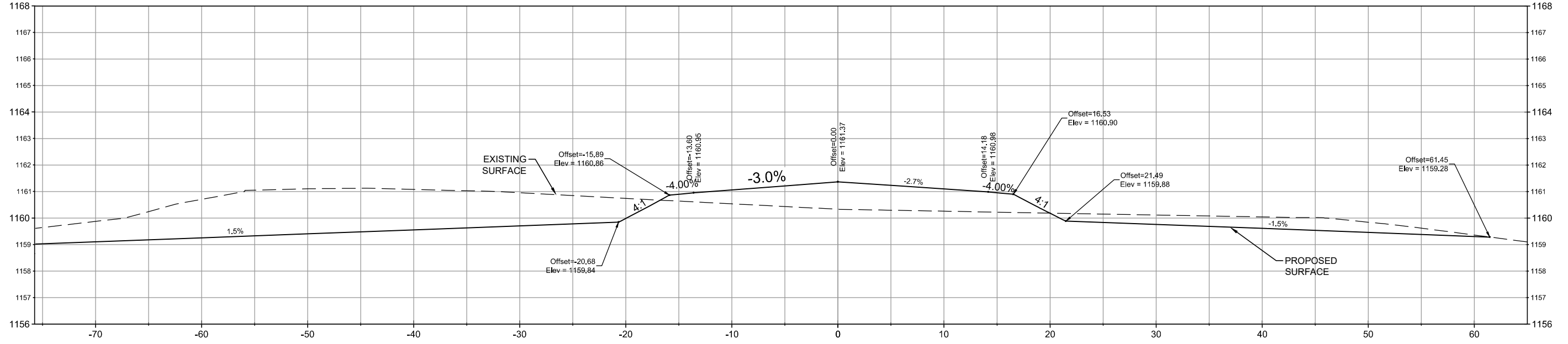




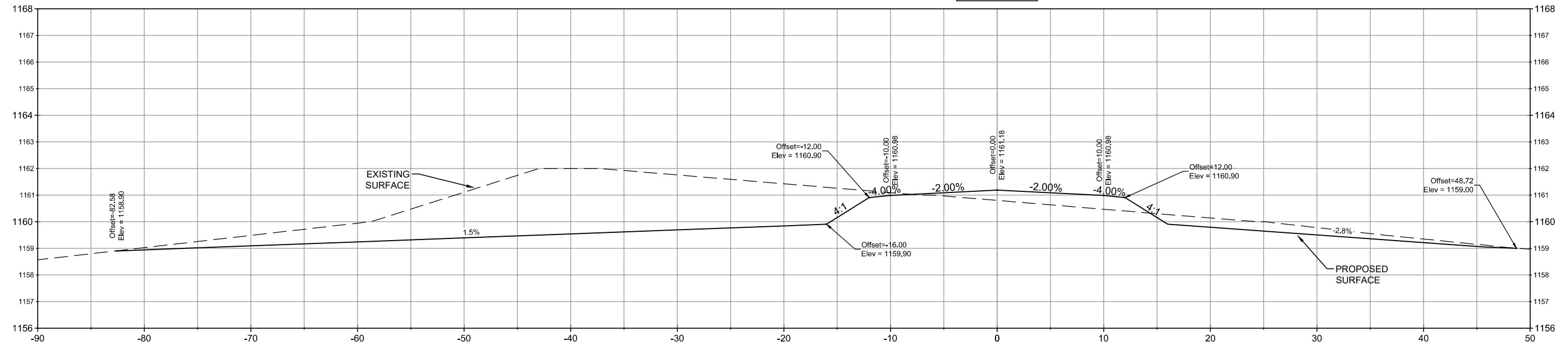


HORIZONTAL DATUM WISCONSIN COUNTY COORDINATE SYSTEM, GREEN COUNTY ZONE NAD83 (2011)	VERTICAL DATUM NAVD88 NORTH AMERICAN VERTICAL DATUM OF 1988 (2012)	DSGN	REV. NO.	DATE	REVISION DESCRIPTION	BY	APVD	JANIE'S WOODS CRAWFORD LANE PIONEER VALLEY LLC DANIEL R. TALARCZYK P.E., P.L.S. NEW GLARUS, WI	SHEET:	3
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								PROJECT NO:		
								DATE:	MARCH 2018	

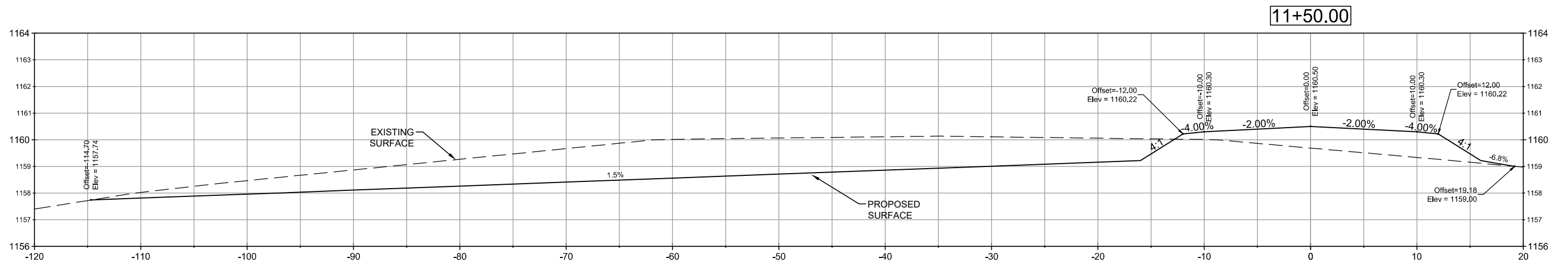
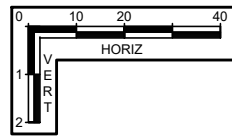
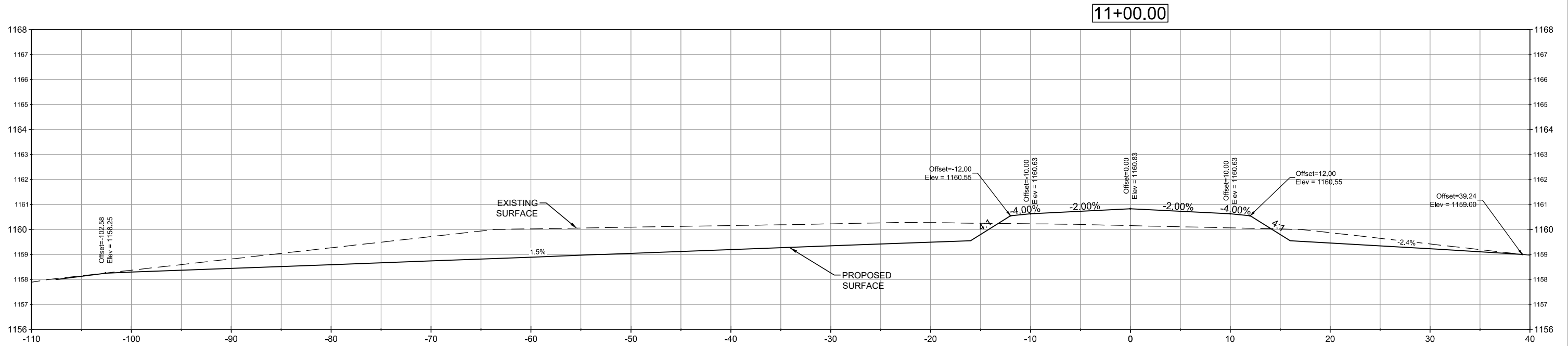
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10+50.00



HORIZONTAL DATUM WISCONSIN COUNTY COORDINATE SYSTEM, GREEN COUNTY ZONE NAD83 (2011)	VERTICAL DATUM NAVD88 NORTH AMERICAN VERTICAL DATUM OF 1988 (2012)	DSGN D. TALARCZYK						JANIE'S WOODS CRAWFORD LANE PIONEER VALLEY LLC DANIEL R. TALARCZYK P.E., P.L.S. NEW GLARUS, WI	SHEET: 4
		DR R. CHAVEZ							DRAWING DESC: CROSS-SECTION
		APVD D. TALARCZYK	REV. NO.	DATE	REVISION DESCRIPTION	BY	APVD		PROJECT NO:
									DATE: MARCH 2018



HORIZONTAL DATUM  
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COORDINATE SYSTEM,  
GREEN COUNTY ZONE  
NAD83 (2011)

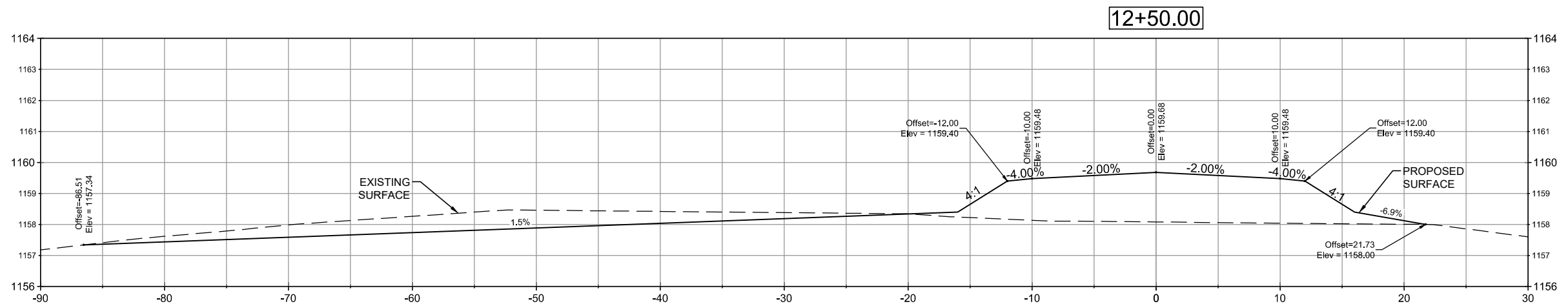
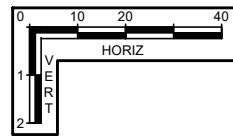
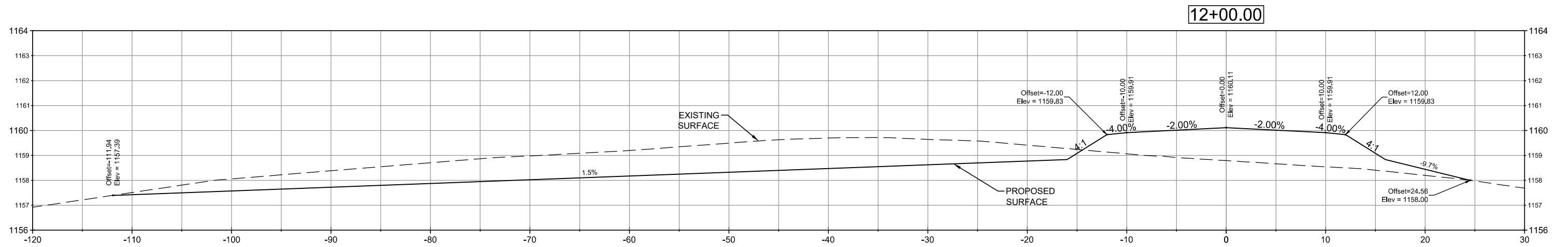
VERTICAL DATUM  
NAVD88 NORTH  
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DSGN  
D. TALARCZYK  
DR  
R. CHAVEZ  
APVD  
D. TALARCZYK

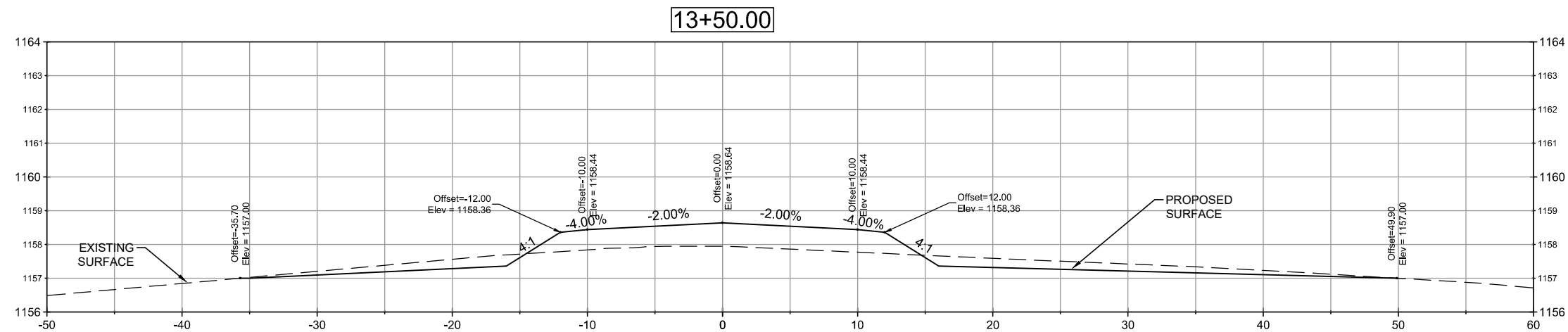
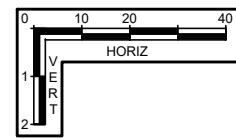
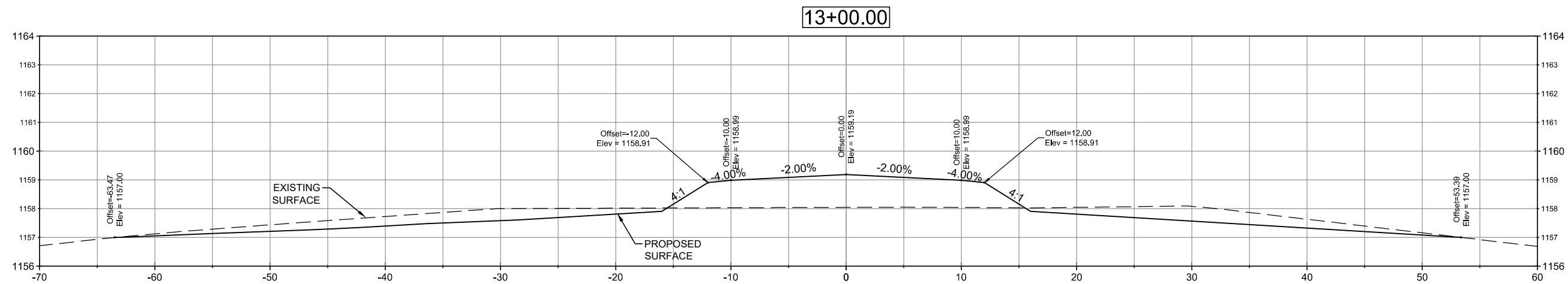
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JANIE'S WOODS  
CRAWFORD LANE  
PIONEER VALLEY LLC  
DANIEL R. TALARCZYK P.E., P.L.S.  
NEW GLARUS, WI

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PROJECT NO:	
DATE:	MARCH 2018

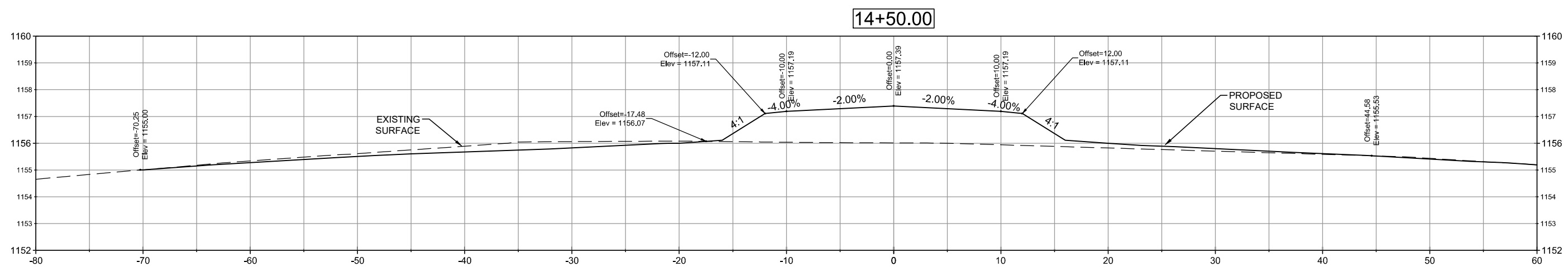
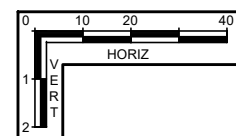
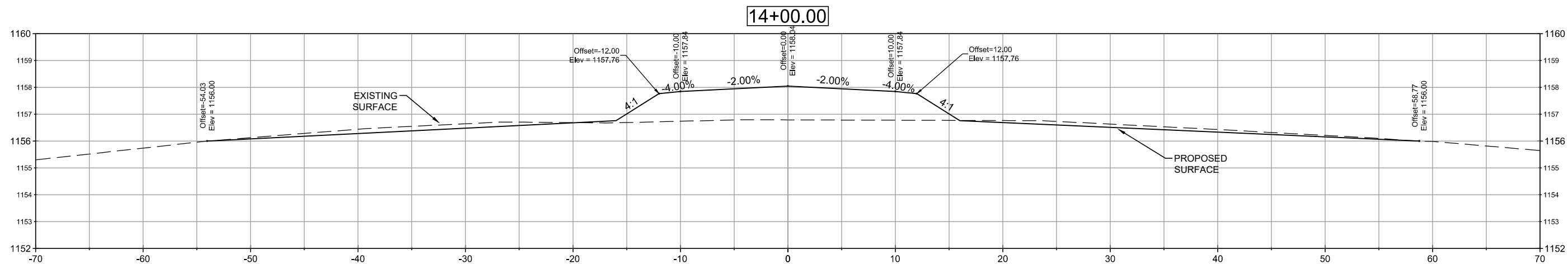


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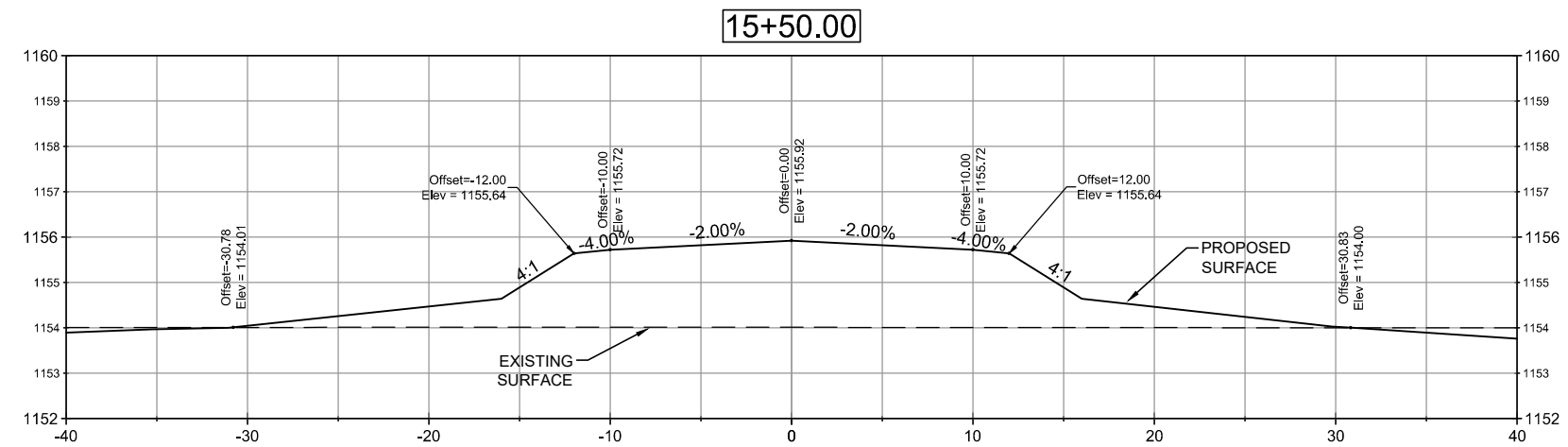
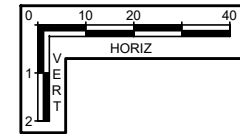
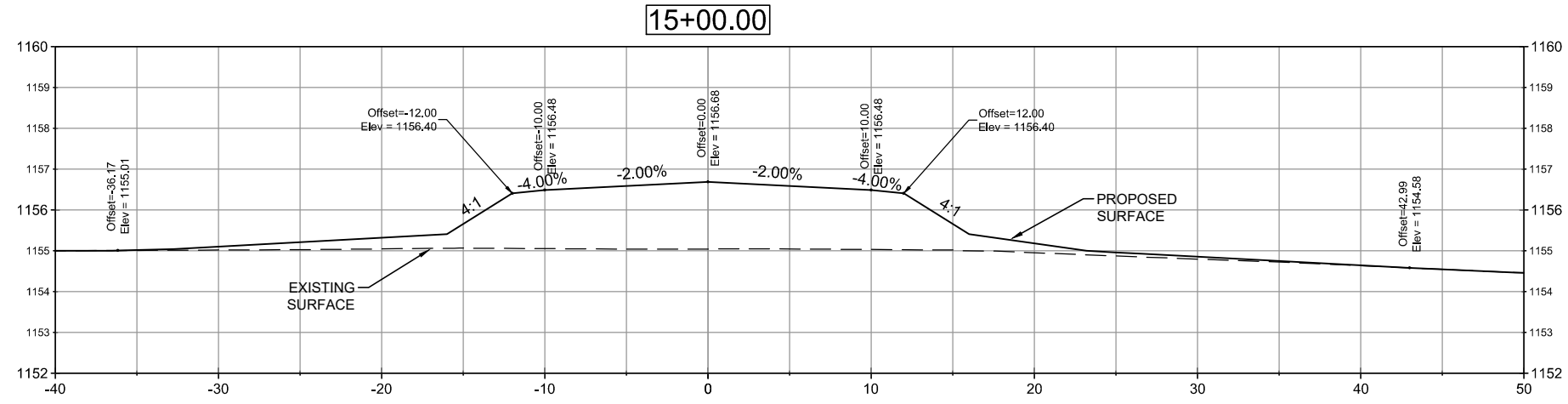


HORIZONTAL DATUM WISCONSIN COUNTY COORDINATE SYSTEM, GREEN COUNTY ZONE NAD83 (2011)	VERTICAL DATUM NAVD88 NORTH AMERICAN VERTICAL DATUM OF 1988 (2012)	DSGN D. TALARCZYK DR R. CHAVEZ APVD D. TALARCZYK						JANIE'S WOODS CRAWFORD LANE PIONEER VALLEY LLC DANIEL R. TALARCZYK P.E., P.L.S. NEW GLARUS, WI	SHEET: 7 DRAWING DESC: CROSS-SECTION PROJECT NO: DATE: MARCH 2018
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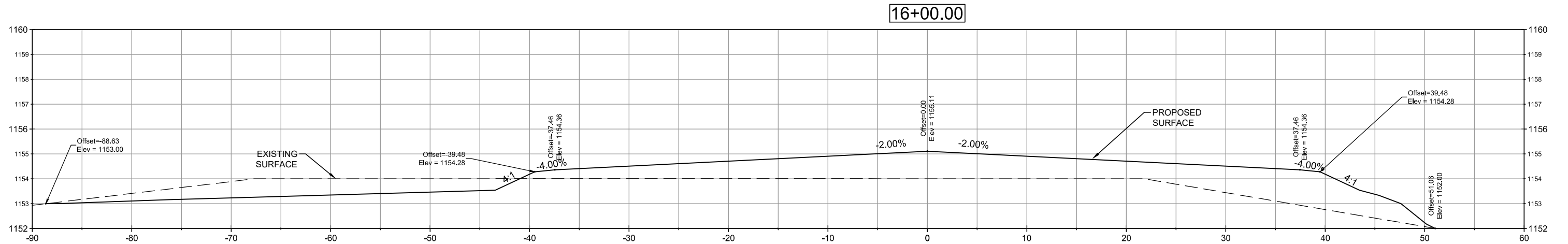
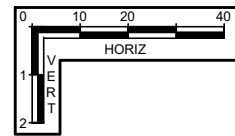
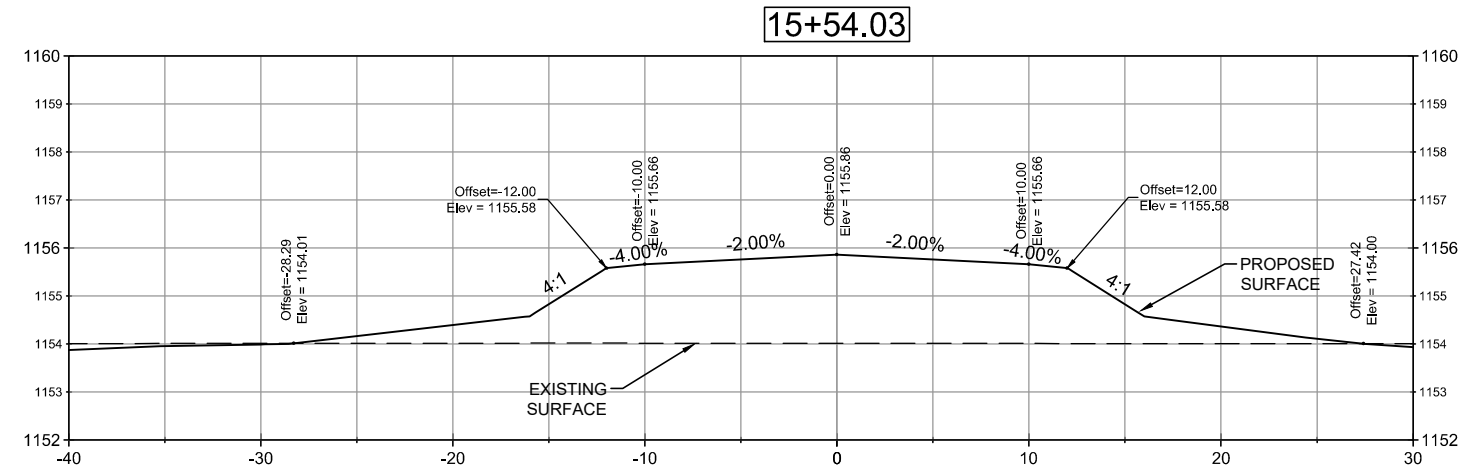




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								DATE: MARCH 2018

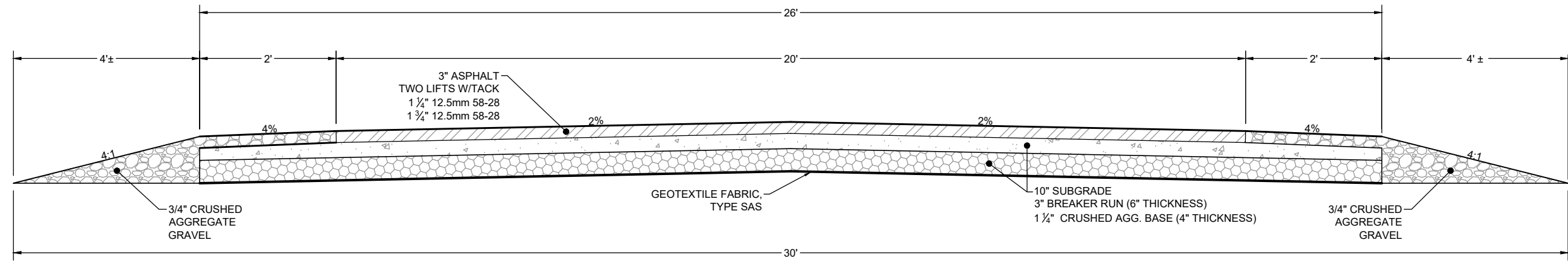


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		DR R. CHAVEZ							DRAWING DESC: CROSS-SECTION
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									DATE: MARCH 2018

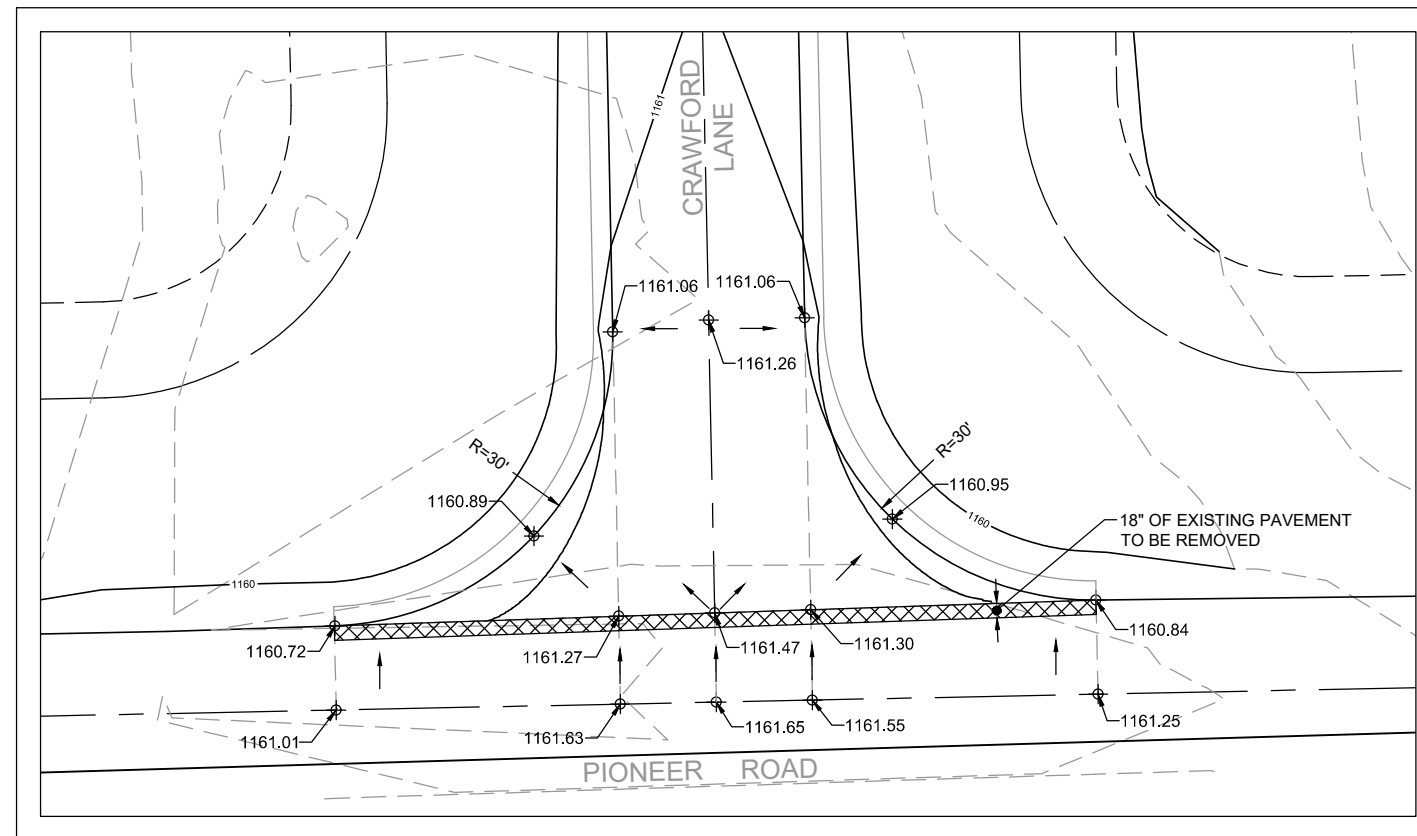


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		REV. NO.	DATE	REVISION DESCRIPTION				BY	APVD		





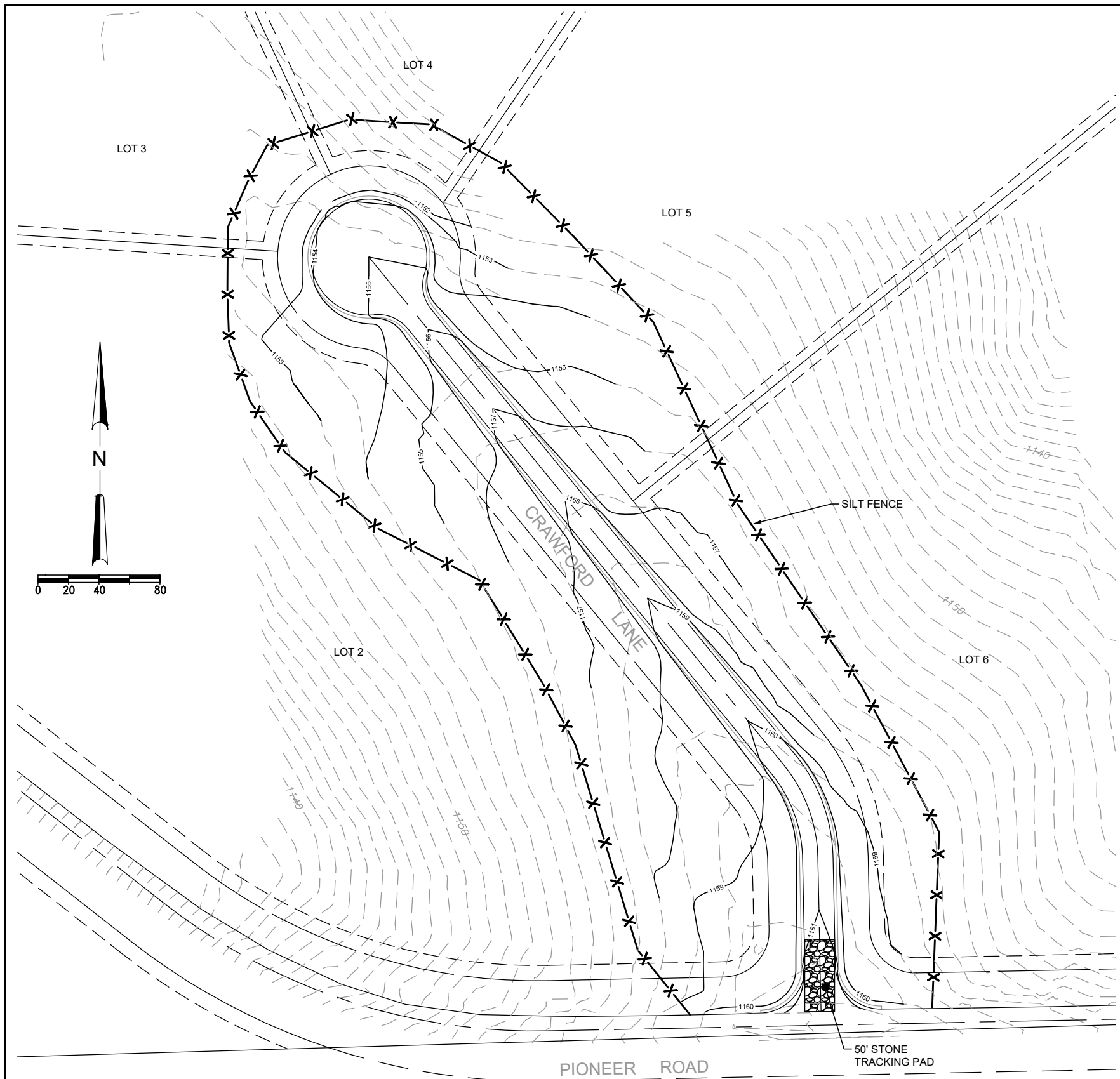
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INTERSECTION DETAIL - PIONEER ROAD & CRAWFORD LANE

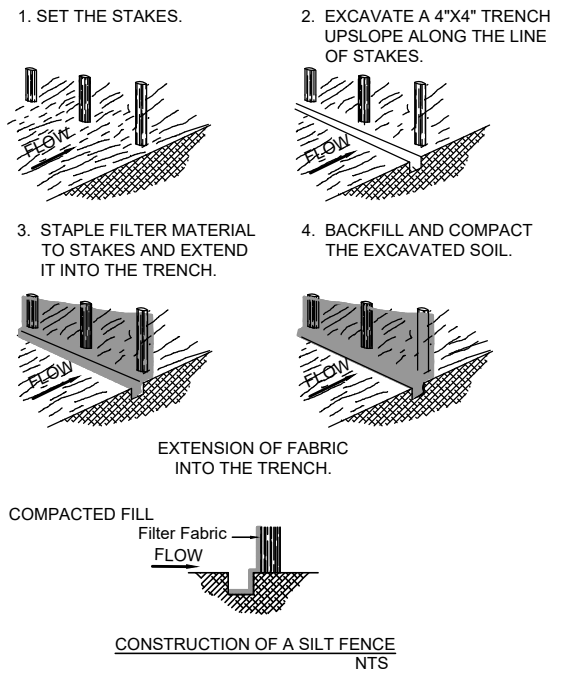
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		DR R. CHAVEZ										DRAWING DESC: DETAILS
		APVD D. TALARCZYK	REV. NO.	DATE	REVISION DESCRIPTION	BY	APVD					PROJECT NO:
												DATE: MARCH 2018

JANIE'S WOODS  
CRAWFORD LANE  
PIONEER VALLEY LLC  
DANIEL R. TALARCZYK P.E., P.L.S.  
NEW GLARUS, WI



**EROSION CONTROL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, STATE OF WISCONSIN, LATEST EDITION, UNLESS OTHERWISE CALLED FOR ON THE PLANS, SPECIFICATIONS OR SPECIAL PROVISIONS.
2. ALL EROSION CONTROL MEASURES SPECIFIED ON THIS PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN BEST MANAGEMENT PRACTICE HANDBOOK AND TECHNICAL STANDARDS.
3. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, SILTATION BASIN, ETC.), SHALL BE INSTALLED PRIOR TO COMMENCING ANY GRADING OR UTILITY CONSTRUCTION.
4. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME. REFER TO THE CONSTRUCTION SEQUENCING PLAN FOR ADDITIONAL INFORMATION.
5. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF THE PROJECT AND PUBLIC ROADWAYS DURING CONSTRUCTION PER THE REQUIREMENTS SET FORTH BY THE LOCAL AND COUNTY AGENCIES. STREETS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING OR OTHER APPROPRIATE MEASURES.
7. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED AREAS AND PROVIDE SEED, FERTILIZER AND MULCH PER THE STANDARD SPECIFICATIONS.
  - a. SEED MIX SHOULD INCLUDE A MIXTURE OF ANNUAL RYEGRASS (LOLIUM MULTIFLORUM) APPLIED AT A RATE OF 15LBS/ACRE AND RED TOP (AGROTIS ALBA) APPLIED AT A RATE OF 4LBS/ACRE.
8. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS AND WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. CONTRACTOR IS REQUIRED TO PERFORM INSPECTIONS, KEEP A LOG, AND REPAIR BMP'S AS NEEDED.
9. STONE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION ACTIVITIES AND SHALL BE A MINIMUM OF 50 FEET IN LENGTH.
  - a. AGGREGATE FOR THE TRACKING PAD SHALL BE 3 TO 6 INCH CLEAR OR WASHED STONE AND AT LEAST 12 INCHES THICK.
  - b. TRACKING PAD SHALL BE REMOVED ONLY AFTER EXCAVATION ACTIVITIES ARE COMPLETE.
10. SILT FENCE SHALL BE INSTALLED PER WDNR TECHNICAL PRACTICE STANDARD 1056 AS INDICATED ON THE PLAN AND PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES.
  - a. INSTALLED FENCE SHALL BE A MINIMUM OF 14 INCHES HIGH AND SHALL NOT EXCEED 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.
  - b. SILT FENCE SHALL BE REMOVED ONCE THE DISTURBED AREA IS PERMANENTLY STABILIZED AND NO LONGER SUSCEPTIBLE TO EROSION.



HORIZONTAL DATUM  
WISCONSIN COUNTY  
COORDINATE SYSTEM,  
GREEN COUNTY ZONE  
NAD83 (2011)

VERTICAL DATUM  
NAVD88 NORTH  
AMERICAN VERTICAL  
DATUM OF 1988 (2012)

DSGN  
D. TALARCZYK  
DR  
R. CHAVEZ  
APVD  
D. TALARCZYK

REV. NO.	DATE	REVISION DESCRIPTION	BY	APVD

JANIE'S WOODS  
CRAWFORD LANE  
PIONEER VALLEY LLC  
DANIEL R. TALARCZYK P.E., P.L.S.  
NEW GLARUS, WI

SHEET:	13
DRAWING DESC:	EROSION CONTROL
PROJECT NO:	
DATE:	MARCH 2018