

## **DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made and entered into by and between Westview Development LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the “Developer”) and the City of Lodi, Wisconsin, a Wisconsin municipal corporation (hereinafter referred to as the “Municipality”).

### **RECITALS**

**WHEREAS**, the Developer wishes to develop the following real estate located within the City of Lodi:

Lots 56 through 60 of the plat of Terrace Vista – Phase 3 recorded with the Columbia County Register of Deeds on the \_\_\_ day \_\_\_\_\_, 2026, in Volume \_\_\_\_\_ of Plats page(s) \_\_\_\_\_ as Document No \_\_\_\_\_, attached hereto as Exhibit A (hereafter referred to as the “Property”).

**WHEREAS**, Developer desires to develop the Property for residential purposes; and

**WHEREAS**, Municipality seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Property and thereby to limit the harmful effects of substandard developments; and

**WHEREAS**, the applicable provisions of the Municipality’s ordinances require that provisions be made for the installation of various improvements required to serve the Property; and

**WHEREAS**, a purpose of this Agreement is to protect the Municipality from the cost of completing subdivision improvements itself and the Agreement is not executed for the benefit of material suppliers, laborers, or others providing work, services or material to the Property or for the benefit of lot, unit, or other real estate purchasers of Lots on the Property.

**WHEREAS**, a purpose of this Agreement includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs; and

**WHEREAS**, this Agreement is made for the mutual benefit of the Developer and the Municipality in order that land division requirements will be fully complied with.

**NOW THEREFORE**, the Developer and the Municipality agree as follows:

1. **Exhibits.** This Agreement incorporates the following documents relating to the Property, all of which are incorporated herein as if fully set forth:

**EXHIBIT A:** The Plat of Terrace Vista Phase 3.

**EXHIBIT B:** The Declaration of Covenants recorded with the Columbia County Register of Deeds on the \_\_\_\_day of \_\_\_\_\_, 2025 as Document No. \_\_\_\_\_.

**EXHIBIT C:** Plans and specifications for the development of the Property as approved by the Municipality. Developer shall maintain one set of plans and specifications signed by the Municipal Engineer and the Director of Public Works on location, and no copies of unsigned plans or specifications are to be used for construction purposes or kept on site.

2. **Improvements.** The Developer shall construct and install, at its own expense, those on-site and off-site improvements required by this Agreement and Exhibits A — C (“the Improvements”). Developer’s obligation to complete the Improvements shall be independent of any obligations of the Municipality contained herein.

All improvements shall be constructed pursuant to the plans submitted by Developer (dated January 14, 2025) and approved by City’s consulting engineer on February 10, 2025.

3. **Contractors Engaged by Developer.** The Developer agrees to engage Contractors/Subcontractors acceptable to Municipal Engineer (all future references to Municipal Engineer shall also include the right to designate entities and/or individuals to act in the Municipal Engineer's place) for all construction included in this Agreement who shall perform such work to the standards of the Municipality and who shall comply with every requirement of the Municipality's Municipal Code and standards in performing such work. The Developer shall furnish the Municipal Engineer with the names of all contractors and their subcontractors, with the classification of the work

they will perform not less than 7 calendar days, prior to any work by the contractor or subcontractor beginning.

4. **Municipality Approval of Starting Dates.** Unless approved by separate agreement between Developer and Municipality, the Developer agrees that no work shall be scheduled for the above-mentioned Improvements without the Municipal Engineer's approval of starting date and schedule which shall be submitted by the Developer for approval by the Municipal Engineer. No building permits shall be issued until all improvements set forth in Section 10 of this Agreement have been accepted by the Municipality.
5. **Change Order to Work.** The Developer agrees that the Municipality shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written Agreements between the Municipality and the Developer.
6. **Acceptance of Work.**
  - A. The Municipality shall inspect the Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes and, if acceptable to the Municipal Engineer, shall certify such Improvements as complying with the standards and specifications of the Municipality. Such inspection and certification, if appropriate, will occur within 14 days of written notice by the Developer that Developer desires to have the Municipality inspect an Improvement.
  - B. No improvement shall be dedicated to the public or accepted by the Municipality until such time the Developer requests in writing to the Municipal Clerk that a specific Improvement be accepted by the City as a public Improvement. The Developer agrees that the dedication of certain Improvements as public Improvements will not be accepted by the Municipality until said Improvements have been inspected for compliance with local and state codes and to ensure that said improvement(s) is in good working order as certified by the Municipal Engineer, and furthermore until all outstanding Municipal incurred costs, including engineering, inspection charges and attorney fees indicated herein, have been paid in full and the Developer has certified in writing that all contractors and suppliers have been paid in full for all work and materials furnished under this Agreement.
  - C. The Developer agrees to provide for maintenance and repair of all Improvements until such Improvements are formally accepted by the Municipality by Resolution of the City Council.
  - D. The Municipality will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have 20 days from the issuance of such notice to correct or

substantially correct the defect. The Municipality shall not declare a default under this Agreement during the 20-day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

E. Prior to final acceptance, the Developer shall provide Municipality with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tees, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length, and slope of all pipes. In addition, Developer shall provide Municipality as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface elevation of all stormwater management ponds, swales and infiltration areas for the Phase in question. The horizontal location of all water and sewer services shall be located as follows:

- (1) Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole.
- (2) The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown.
- (3) Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop.
- (4) The distance to the curb stop from the main shall also be provided.

Any bends in the water main shall be indicated by the length from the nearest main-line valve. For mapping purposes, a single electronic point file of the entire development describing the as-built surface features of the new sanitary sewer, water system and storm sewer system, i.e. manholes, hydrants, water main bends, lateral curb boxes, valves, inlets, endwalls, etc., on the Columbia County Coordinate system must be provided. This point file must include northing, easting, elevation (NAVD88), and a point description. The Municipal Engineer can obtain the electronic file for the surface features, at the Developer's cost, when requested by either the Municipality or the Developer, provided that the Developer locates these features in the field. The Municipal Engineer will update all applicable Municipal maps and computer water and stormwater models. The cost of updating Municipal maps and computer

water and stormwater models to incorporate this development shall be borne by the Developer.

All sanitary sewer mains shall be televised in accordance with the Municipality's standard specifications. A colored digital recording of the televising as well as a written report of the location of laterals and lengths of pipe shall be provided to the Municipality before final acceptance of the sewer.

7. **Time of Completion.** All work specified herein, except for the final finish course of asphalt, shall be completed by the Developer within 12 months of commencing construction. The date of commencing construction shall be determined by the Municipality and reduced to writing. The final course of asphalt shall be completed at such time as directed by sound construction management practices, as determined by Developer and the Municipal Engineer.
8. **Indemnification and Insurance Required of Private Contractors.** The Developer hereby expressly agrees to indemnify and hold the Municipality and its agents harmless in whole or in part from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work on the Property and elsewhere including damage caused by the Municipality's negligence as well as that of Developer or any contractor, pursuant to this Agreement. The Developer further agrees to aid and defend the Municipality or its agents (at no cost to the Municipality or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the Municipality.

The Developer shall require all Contractors engaged in the construction of the Improvements to comply with the Municipal requirements pertaining to damage claims, indemnification of the Municipality, and providing insurance coverages that are established by the Municipality. The Developer shall also require Contractors engaged in the construction of the Improvements to provide a current Certificate of Insurance to the Municipal Clerk showing insurance for all statutorily required coverage and naming the Municipality as an additional insured.

9. **Compliance with Law.** The Developer shall comply with all relevant laws, ordinances, and regulations in effect at the time of this Agreement when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to laws, ordinances and regulations that become effective after approval of this Agreement.
10. **Specifications for Improvements.** The Developer shall install the following Improvements:
  - A. **Grading, Erosion Control and Barricades:** The Developer shall obtain the approval of the Municipal Engineer for erosion and runoff control measures as

required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. Separate approvals shall be obtained for each activity. The Developer shall adhere to conditions of the approval and grants the right-of-entry to the Property to designated personnel of the Municipality to inspect and monitor compliance with this requirement. Erosion Control measures shall comply with the Wisconsin Construction Site Best Management Practice Handbook.

Developer shall cause all lots to be graded so that water runs away from each building site toward public drainage facilities at a minimum grade of 2% so that the lowest point of the building foundation opening fronting the street is a minimum of two feet above the lowest point of the adjacent curb.

Developer shall show the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any lot in the Project on the final recorded plat.

All fill used below building footprints and below roadways and utilities (and extending outward at a 1:1 slope) must be granular structural fill specifically approved by the Municipal Engineer for such purposes.

**B. Sanitary Sewer Facilities and Laterals:**

- (1) The Developer shall be solely responsible for extending the existing sanitary sewer main to the Property to provide adequate service to all lots on the Property. Developer shall also install one sanitary sewer lateral to a point 15 feet beyond the north easement line for each lot at a location to be approved by the Municipal Engineer. No installation of underground sewer facilities shall commence until plans and specifications have been approved by the Municipal Engineer and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. The Municipal Engineer shall approve the actual location, size, and depth of the sanitary sewer facilities.
- (2) The sanitary sewer and any respective service laterals shall not be accepted until as-built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk, respectively. (This is necessary to aid in determining the Sewer Utility's plant value.)
- (3) Use of or entering any confined spaces must utilize OSHA Confined Space Entry safety practices as required by OSHA. The same requirements shall apply on any spaces once they have been completed and accepted by the Municipality.

C. **Water Mains and Service Pipes:**

- (1) The Developer shall be responsible for extending the existing water main to serve all lots on the Property. The Developer shall also install any pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals as required by the plans, specifications, and requirements of the Municipality and approved by the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. Developer shall also install one water lateral to a point 15 feet beyond the north easement line for each lot at a location to be approved by the Municipal Engineer. All materials used shall conform to the Municipal Standard Specifications for Water Main Construction.
- (2) The water main and any respective service laterals shall not be accepted until as-built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk. (This is necessary to aid in determining the Water Utility's plant value.) In addition. The water system installation shall not be accepted until two bacteriologically safe samples are obtained, 24 hours apart, by a certified agency testing at the Madison Board of Health. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the Municipality's acceptance.

D. **Water and Light Utility:** The Developer shall provide for the installation of all light poles and fixtures, as directed by the Municipality.

E. **Streets and Sidewalks:** The Developer is required to complete the installation of the pedestrian path and trail as set forth on the Plat.

F. **Stormwater Management Structures:**

- (1) The Developer shall install all storm water management facilities for the Property including related storm water sewers required by Municipal Ordinance and the plans and specifications approved by the Municipal Engineer as set forth in Exhibit C.
- (2) Where standards and/or specifications have not been established by the Municipality, all work shall be made in accordance with established engineering practices as designated and approved by the Municipal Engineer.
- (3) Developer and Municipality acknowledge that a regional stormwater facilities have been constructed to adequately manage the stormwater from the Property and other surrounding properties. Developer shall take

all steps necessary to tie in the stormwater management facilities for the Development to the regional facilities.

G. **Survey Monuments.** Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to acceptance. Internal survey monuments shall be installed after the Public Improvements are completed. No building permits shall be issued until the Developer has completed the installation of survey monuments. All monuments shall also be marked with a steel fence post to aid in future locating efforts.

H. **Trail Path and Private Access Easement.**

(1) As set forth on the Plat, there is a Private Access Easement to provide access to the Lots from Sauk Street and to provide the primary means of access to each Lot. Developer shall prepare an access and Utility easement for the benefit of the Lots within the Plat and the easement shall be made acceptable to the Municipal Attorney and recorded with the Columbia County Register of Deeds prior to occupancy permits being issued.

(2) A 10' wide trail easement is identified over lots 56 through 60 of the plat. Developer shall provide the initial pavement of the trail easement over lots 56 through 60 to the specifications of the Municipality. The trail will be paved after the initial construction/installation of gas laterals to avoid cutting into the path for each installation.

11. **Guarantee of the Work.** The Developer agrees to guarantee and warrant all work performed under this contract for a period of 14 months from the date of substantial completion of the public improvements completed by the Developer under this Agreement against defects in workmanship or materials. If any defect should appear during this guarantee period, the Developer shall make required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of Improvements on lands where the repairs or replacement is required. The surety as identified in Section 13 shall remain in force for a period equal to 14 months after the date the public improvements for which the security is provided are substantially completed. Upon substantial completion of the public improvements, the amount of security the Developer is required to provide shall be an amount equal to 10% of the total cost of the completed public improvements. For purposes of this section, "substantial completion" means the time the binder coat is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, the time that 90% of the public improvements by cost are completed.

All guarantees or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned by the Developer to the Municipality (as beneficiary).

12. **Administration Charges.** The Developer hereby agrees to pay all Municipal legal, engineering, and administrative fees associated with the consideration and approval of the Development, this Agreement, and any other issues associated with this Development. Said fees shall be payable to the Municipality within 30 business days of the Municipal Treasurer providing copies of any billing statement to the Developer. If said fees are not paid by Developer in the time schedule set forth, in addition to any other remedies available to the Municipality in law or equity, the Municipality may revoke its acceptance of this Agreement, post stop work orders preventing further construction of required improvements and enjoin the Developer from further construction hereunder until said fees are paid. Any costs incurred by the Municipality in enforcing this obligation shall be paid for by the Developer at the same time and in the same manner as other fees referred to in this section.

13. **Miscellaneous Provisions.**

A. **Surety.**

- (1) **Prior to Construction.** Upon approval of the Developer's plans for construction of the Lots on the Property, the Developer shall file, subject to the approval of the Municipal Attorney, a performance bond, irrevocable letter of credit or any combination thereof in an amount equal to 120% of the estimate of the cost of all improvements being constructed for the Lots as determined by the Municipal Engineer; said filing of surety shall guarantee that such improvements will be completed by the Developer not later than 12 months from the date the Municipality gives its approval. If a certificate of deposit or certified check is posted as security, the instrument must be negotiable by the Municipality. If a letter of credit is posted as security, the Municipality must be the beneficiary, and the letter of credit shall remain in effect until such time all improvements for the lots are completed pursuant to the provisions of this Section.
- (2) **During Construction.** As work progresses on installation of improvements constructed pursuant to the Developer's plans, the Municipal Engineer, upon written request from the Developer from time to time, is authorized to recommend to the Municipal Board, a reduction in the amount of surety as hereinafter provided. The Municipal Engineer shall make his recommendation to the Municipal Board within thirty (30) days of receiving a written request from the Developer to reduce the amount of the surety. When portions of construction (water, sanitary sewer, street, sidewalk, green way or other improvements) are completed by the Developer and determined acceptable by the Municipal Engineer, the Municipal Zoning Administrator is authorized, upon submission of

lien waivers by the Developer's contractors, to reduce the amount of surety. The amount of surety remaining shall never be less than 110% of the estimate of the Municipal Engineer of the cost of work remaining to be completed and accepted for the phase, and to ensure performance of the 14-month guarantee as specified in Section H above against defects in workmanship and materials on work accepted.

**B. Landscaping.**

- (1) The Developer shall landscape all right-of-way and public land with topsoil, seed and mulch as required by the Municipal Engineer. If any landscaping should die within 1 year of final acceptance of the street improvements, the Developer shall be responsible for replacing the dead landscaping.
- (2) The Developer shall regrade and plant grass in the center island of Mariahwynn Terrace within one year of the Development Agreement effective date.
- (3) Developer's landscaping plan shall be consistent with Section 340-93 of the Municipal Zoning Code. The Exhibit B Covenants shall be consistent with Section 340-93 of the Municipal Zoning Code and shall require each Lot Owner to install at least two canopy or deciduous trees at least 2" - 2.5" in diameter and three shrubs not less than 24" in height for each lot. All other unpaved areas of each lot are required to use a ground cover of (i) seed or sod, (ii) woodchips or other permanent mulch bordered with timbers or other permanent edging, or (iii) other landscape plant material maintained and well-tended in an aesthetically pleasing manner.
- (4) Developer shall be responsible for reimbursing the Municipality for the expense incurred in mapping the installation of street trees to the City system. Developer shall reimburse City within 30 days of being presented with an invoice from the City for this service.

**14. No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement no vested rights in connection with this project shall inure to the Developer. Nor does the Municipality warrant by this Agreement that the Developer is entitled to any other approvals.

**15. No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this Agreement be deemed a waiver of any default or defaults of the same type. The Municipality's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.

16. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the Municipality and the Developer.
17. **Default.** A default is defined herein as the breach of, or failure to comply with, any of the terms of this Agreement by Developer. The Municipality reserves to itself any remedies to it available under law. Remedies shall include, but not be limited to, stopping the construction on the Property, prohibiting future construction on the Property, and prohibiting the transfer or sale of the Property.
18. **Entire Agreement.** This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the Municipality.
19. **Attorney's Fees.** If any party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the non-prevailing party in the litigation, arbitration, or mediation shall pay all of prevailing party's costs including reasonable attorney's fees and expert witness fees.
20. **Time.** For computing the commencement, abandonment, and completion periods, and time periods for Municipality action, such times in which war, civil disasters, act of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Municipality from performing its obligations under the Agreement.
21. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
22. **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Municipality. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Municipality to assign its rights under this Agreement.
23. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Municipality's sovereign immunity under applicable law.
24. **Notice.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested.

- 25. **Recordation.** The Municipality may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds office. All cost of recording shall be paid by the Developer.
- 26. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any party to this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Columbia County. The parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal.
- 27. **Effective Date.** This Agreement shall be effective as of the date and year first written above.

**CITY OF LODI, WISCONSIN**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Ann Groves Lloyd, Mayor

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Lanette Mayberry, Clerk

**WESTVIEW DEVELOPMENT, LLC**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Ben Larrabee, Authorized Member

**AUTHENTICATION:**

The signatures of Ann Groves Lloyd, Lanette Mayberry, and Ben Larrabee, in their capacities indicated are hereby authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
 Attorney Paul A. Johnson  
 SBN. 1021492

This Instrument was drafted by:

City Atty. Paul A. Johnson  
 PO Box 256  
 Lodi WI 53555