AGREEMENT FOR
SUBDIVISION IMPROVEMENTS

PHASE 1 and 1A

THIS AGREEMENT FOR SUBDIVISION IMPROVEMENTS (this "Agreement") is entered into this 13th day of June, 2023, by and between Eldon Land Development, LLC, a Wisconsin limited liability company, (the "Developer"), and the City of Stoughton ("City"), a Wisconsin municipal corporation.

RECITALS

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

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

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

D. The Developer is bound by an agreement dated June 13, 2023, entitled "Master Agreement to Undertake Development," relating to the installation of improvements needed to serve the Plat, among other things.

E. The City's purposes in entering into this Agreement are, among others, to provide for the installation of improvements to serve Phase 1 and Phase 1A of the Plat, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions.

F. The Developer now wishes to proceed with the installation of improvements needed to serve Phase 1 and Phase 1A in the Plat, as Phase 1 and Phase 1A are is depicted on Exhibit A. Subsequent construction phases will be defined in scope by future agreements for land division improvements pertaining to those Phases.

AGREEMENT

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

1. *Master Agreement to Undertake Development.* The Developer continues to be bound by the Master Agreement to Undertake Development dated June 13, 2023. Except as expressly provided otherwise in this Agreement, the Master Agreement to Undertake Development shall govern the development of Phase 1 and Phase 1A.

2. *Improvements.* The Developer shall construct and install those improvements needed to serve Phase 1 and Phase 1A, as determined by the City Planning Director. The improvements contemplated herein include the following: interceptor sewer and sanitary sewer service mains, manholes, laterals and all appurtenances; water mains, laterals, hydrants, valves and all appurtenances; storm sewer mains; streets, curb and gutter and sidewalks; street lamps; terrace trees; street signs; and facilities for the provision of natural gas, electric, cable, and telephone utility service (hereinafter referred to as the "Improvements"), in accordance with plans and specifications approved by the City Planning Director.

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

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

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

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

6. *Time of Completion*. All work specified herein (except the surface course of asphalt), in Phase 1, shall be completed within eighteen months after the execution of this Agreement. All work specified herein, in Phase 1A, shall be completed by November 1, 2025. No damages may be recovered by Developer or any person against the City for delay in completion of the improvements.

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

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

[Signature pages follow.]

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

CITY OF STOUGHTON

By: _____
Tim Swadley, Mayor

ATTEST:

_____
Candee Christen, City Clerk

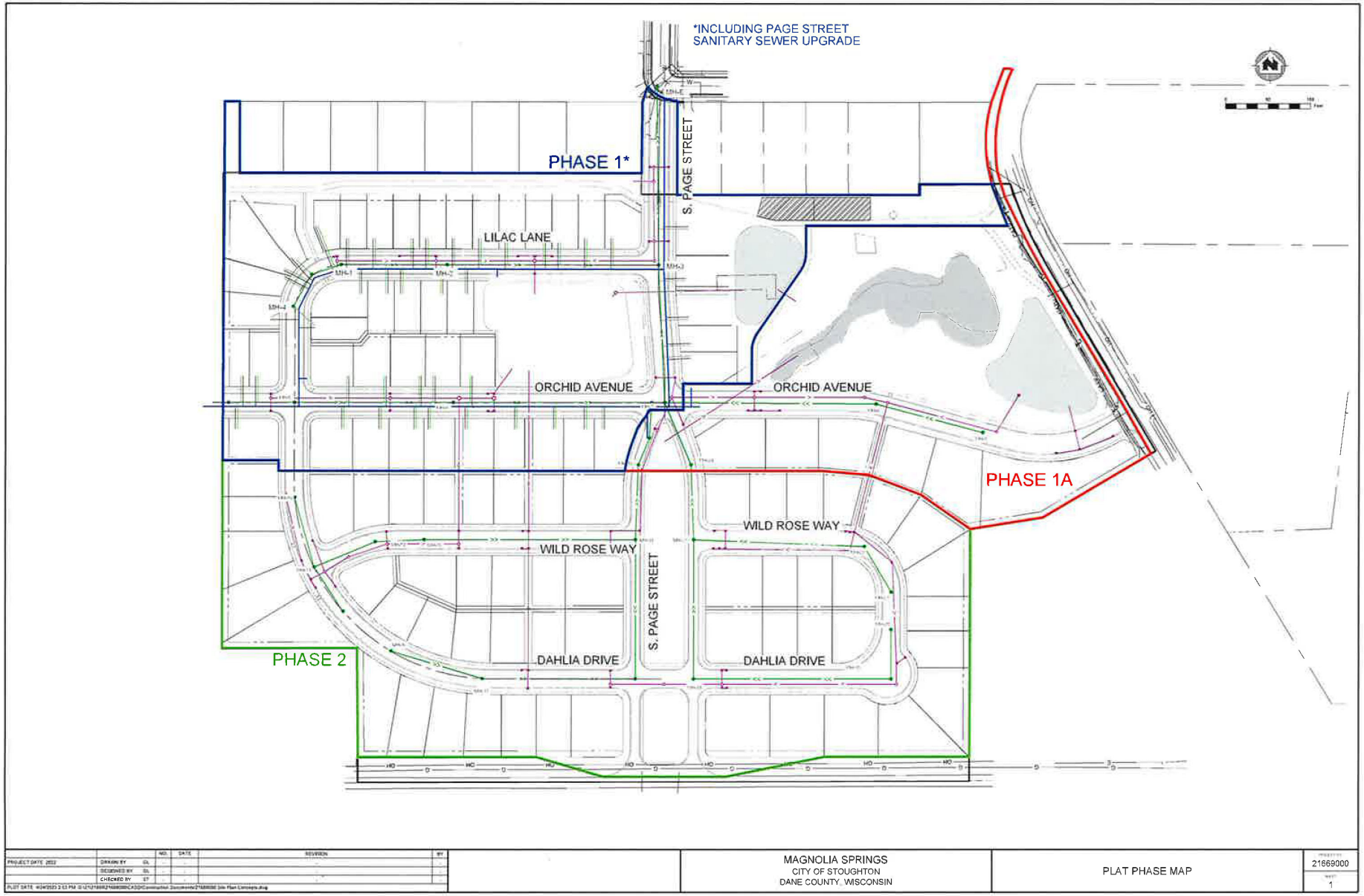
DEVELOPER

By: _____
Print name: _____
Title: _____

Approved as to Form:
Stafford Rosenbaum LLP

_____
By: Matthew P. Dregne, City Attorney

Exhibit A


*INCLUDING PAGE STREET
SANITARY SEWER UPGRADE
PHASE 1*
S. PAGE STREET
LILAC LANE
ORCHID AVENUE
ORCHID AVENUE
PHASE 1A
WILD ROSE WAY
WILD ROSE WAY
S. PAGE STREET
PHASE 2
DAHLIA DRIVE
DAHLIA DRIVE
MAGNOLIA SPRINGS
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN
PLAT PHASE MAP
21669000