

**AGREEMENT FOR
LAND DIVISION IMPROVEMENTS
QUARRY RIDGE DEVELOPMENT
PHASE D**

This Agreement for Land Division Improvements Quarry Ridge Development Phase D ("Agreement") is entered into this _____ day of _____, _____, by and between A&M Management LLC, a Wisconsin limited liability company ("Developer"), and the Village of Cottage Grove, a Wisconsin municipal corporation ("Village").

RECITALS

- A. The Developer has received approval by the Village for a land division plat known as Quarry Ridge Estates, (the "Plat") for an area of land located in the Village of Cottage Grove.
- B. Village 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 Village.
- C. The Developer and Village entered into an agreement dated as of June 5, 2019, entitled "AGREEMENT FOR SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE VILLAGE OF COTTAGE GROVE, WISCONSIN For FIRST ADDITION TO QUARRY RIDGE ESTATES PLAT" (the "Master Development Agreement") relating to development of the Plat and the installation of improvements needed to serve the Plat, among other things.
- D. The Village's purposes in entering into this Agreement are, among others, to provide for the installation of improvements to serve the next phase of developing 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.
- E. The Developer now wishes to proceed with the installation of improvements needed to serve Lots [155-180] in the Plat ("Phase D"). This is the final phase of development of the Plat.

AGREEMENT

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

1. *Developer's Agreement.* The recitals set forth above and the Master Development Agreement are incorporated herein by reference as if set forth in full in the body of this Agreement. The parties continue to be bound by the Master Development Agreement. Except as expressly provided otherwise in this Agreement, the Master Development Agreement shall govern the development of Phase D.
2. *Release of Phase D Lots.* Developer may begin development of Phase D upon certification by the Village that Developer is in compliance with all Village Ordinances and requirements under the Master Development Agreement. Nothing in this Agreement relieves Developer from any obligations to obtain all necessary approvals and to follow all applicable local, state, and federal requirements in order to proceed with the development of the Plat.
3. *Improvements.* The Developer may construct and install those public improvements needed to serve Phase D. The public improvements contemplated herein includes the School Road Improvements as defined below, and may include the following: 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; street trees; and facilities for the provision of natural gas, electric, cable, and telephone utility service (the "Improvements"), in accordance with Plans and Specifications approved by the Village Engineer ("Plans and Specifications").

Developer acknowledges it is responsible for constructing the following roadway improvements on School Road: (1) beginning approximately fifty (50) feet from the intersection of Michelle Lane and School Road (the "Intersection") and ending at the property line, Developer shall install a sanitary sewer main as well as a water main, both running beneath the gas main; and (2) beginning east of the Intersection and ending at the property line, Developer shall pour all curbs and sidewalks as well as pave the road up to the property line, (collectively, the "School Road Improvements").

The Improvements will be designed, constructed and installed by the Developer at the Developer's sole expense. All Improvements shall be designed, constructed and installed in accordance with the standard specifications of the Village, and in accordance with Plans and Specifications approved by the Village Engineer. Two

(2) copies of the approved, signed and stamped Plans and Specifications shall be provided to the Village Engineer, and one (1) 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 Village, all work shall be made in accordance with established engineering practices as designated and approved by the Village Engineer.

~~Developer acknowledges it is responsible for constructing roadway improvements on School Road, in accordance with the Master Development Agreement and the [Agreement for Land Division Improvements: Quarry Ridge Development Phase B], after the Village has executed a road use agreement with the operator of a pipeline crossing School Road. The Village will not accept School Road until the Village determines the highway is in compliance with all the requirements of the Master Development Agreement.~~

4. *Village Approval of Starting Dates.* No land disturbances or work shall begin without the Village Engineer's approval of a starting date and schedule which shall be submitted by the Developer to the Village Engineer a minimum of seven (7) calendar days before work is scheduled to begin. A starting date will not be approved until an acceptable surety required by Section 7 has been provided to the Village.
5. *Change to Work Order.* The Village shall not be responsible for any costs or changes relating to development of the Plat or Phase D except those specifically enumerated and agreed upon in the Master Development Agreement, this Agreement, or subsequent written, signed agreements between the Developer and the Village.
6. *Time of Completion.* All Improvements shall be completed within twelve (12) months after the approved start date. Any work which is not completed within twelve (12) months of commencement may be completed by the Village at the Village's option and charged to the Developer's surety. No damages may be recovered by Developer or any person against the Village for delay in completion of the Improvements.
7. *Surety.* Prior to commencement of construction of any required Improvements, the Developer shall provide the Village with a surety in the form of certified checks, irrevocable letter of credit, contractor performance bonds or other such forms as deemed acceptable to the Village and the Developer, in the amount of One Million Five Hundred Eighty Seven Thousand Seven Hundred Sixty Seven and 00/100 U.S. Dollars (\$1,587,767.00). The Village shall cooperate with the Developer in reducing

the surety as various components of construction of the Improvements are completed.

8. *Effective Date.* This Agreement is entered into as of the date written above.
9. *Notice.* Any notice required under this Agreement shall be in writing and shall be deemed given when personally served, sent by electronic mail, or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the Village of Cottage Grove as follows: Lisa Kalata, Village Clerk
Village of Cottage Grove
221 E Cottage Grove Road
Cottage Grove, WI 53527
lkalata@village.cottage-
grove.wi.us

To the Developer as follows: A&M Management LLC
4312 Vilas Hope Road
Cottage Grove, WI 53527

Any party may change its address for the receipt of notice by written notice to the other.

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

VILLAGE OF COTTAGE GROVE

By _____
John Williams, Village President

By _____
Lisa Kalata, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this _____ day of _____,
_____, the above named John Williams and Lisa Kalata, to me known to be the Village
President and Village Clerk of the Village of Cottage Grove, and the persons who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print Name: _____

My Commission: _____

(SEAL)

DEVELOPER

By _____
_____, Authorized Agent

STATE OF WISCONSIN

COUNTY OF DANE

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

Notary Public, State of Wisconsin

Print Name: _____

My Commission: _____

(SEAL)

Summary report:	
Litera Compare for Word 11.6.0.100 Document comparison done on 7/26/2024 12:12:15 PM	
Style name: MBFDefault	
Intelligent Table Comparison: Active	
Original filename: 3SK2695-Development Agreement Phase D (MBF 6.27.24) (1).doc	
Modified filename: 3SK2695-Development Agreement Phase D (MBF 7.26.24).doc	
Changes:	
Add	3
Delete	1
Move From	2
<u>Move To</u>	2
Table Insert	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	8