

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF RICHLAND CENTER AND ENKE
DEVELOPMENT, LLC FOR THE DEVELOPMENT OF
STORI FIELD**

This Development Agreement (“**Agreement**”) is entered into by and between the Parties, the City of Richland Center, a Wisconsin municipal corporation, (the “**City**”) and Enke Development, LLC, a Wisconsin limited liability company (“**Developer**”)

RECITALS

WHEREAS, the City finds that the proposed development, and the fulfillment of the terms and conditions of this Agreement, are in alignment with the City Comprehensive Plan and are in the vital and best interests of the City and its residents by providing much-needed housing opportunities for current and prospective residents, expanding the tax base, and generating property tax revenue, thereby serving public purposes in accordance with state and local law.

WHEREAS, The City acquired the property known as Stori Field (“**Property**”) from Richland School District in 2021 for potential future development; and

WHEREAS, City has spent substantial time and effort, invested substantial funds, and worked with professional engineering consultants to create a development concept that included eight (8) duplex building (16 dwelling units); and

WHEREAS, the Parties executed a Pre-Development Agreement for the development of Stori Field in Richland Center, Wisconsin, on September 24, 2025, pursuant to action by the Common Council, the terms of which are incorporated herein by reference;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follows:

AGREEMENT

- I. Definitions.** When used in this Agreement, the terms set forth below shall have the following meanings:
- A. “Project”** means the development of Stori Field through the construction of eight (8) duplex buildings (16 dwelling units) subdivision with all associated roads, stormwater, utilities (electric, water, sanitary sewer) road lighting, landscaping, and other

RETURN TO:

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improvements, in strict compliance with the plans and specifications approved by the City.

- B. “Substantial Completion”** means the Project has been fully completed according to the approved plans and specifications, other than minor punchlist items that do not substantially interfere with the use of the improvements, Developer has gained occupancy of all buildings to be constructed, and all easements and improvements required to be dedicated to the City have been so dedicated.
- C. “Plans and Specifications”** Means all reference to the plans and specifications on file with the City for improvements specified in this section shall mean those plans and specifications submitted by the Developer and approved by the City All as-built drawings shall be submitted by Developer both in paper and digital form.

II. Commitment of Parties

A. City Commitments

- 1) Sale of Land.** The City agrees to sell the Property, (as identified on the survey map attached to this Agreement as Exhibit A) for the price of One Dollar (\$1) within a reasonable time of the execution of this Agreement.
- 2) Subdivision Conceptual Documentation.** The City shall provide all conceptual and preliminary engineering work for the Subdivision and infrastructure that has been completed by the City to date.
- 3) City Approvals.** Any City approvals necessary for the developer to meet the terms of this agreement shall be reviewed expeditiously and shall not be unreasonably withheld.

B. Developer Commitments. Unless otherwise specified, the below items shall all be at the Developer’s sole expense.

- 1) Platting of the Subdivision.** The Developer agrees to Plat the subdivision while adhering to all applicable laws, ordinances, rules and regulations.
- 2) Approved Development Plans.** The Developer agrees to submit fully engineered plans for the development—including infrastructure, site, grading, and landscaping plans—that comply with all applicable local, state, and federal requirements, for City review and approval. The Developer shall construct the Project at its sole cost and expense in accordance with all final approved plans and specifications.
- 3) Public Streets.** The Developer hereby agrees:
 - i. To grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the plans and specifications on file with the City as well as all applicable City laws, ordinances, regulations, specifications, and

guidelines, and as approved by the City. All streets are to be constructed with curb and gutter.

- ii. Building construction permits will be issued contingent upon the City's determination of adequate progress on public street construction and appropriate erosion control implementation.
- iii. That the first lift of asphalt of the streets will be completed and presented to the City no later than 6 months after the initial commencement of road and street work.
- iv. The final lift of asphalt of the streets will be completed and presented for acceptance by the City after at least one winter season, but not later than two years after the initial commencement of construction of the streets.
- v. To furnish "as-built" plans of all streets pursuant to the specifications on file with the City upon completion and acceptance thereof.
- vi. Developer shall maintain streets until accepted by resolution, adopted by the Common Council of the City of Richland Center, which acceptance may not be unreasonably delayed, and which shall be done in accordance with all applicable State and City laws, ordinances, regulations, specifications, and guidelines.

4) Surface and Storm Water Management. The Developer hereby agrees:

- i. To construct, install, furnish, and provide adequate facilities for storm and surface water management throughout the entire Subdivision in accordance with all applicable Federal, State and City laws, ordinances, regulations, specifications, and guidelines, and as approved by the City. Developer further agrees that the system shall accommodate all existing surface drainage of the parcels to be developed and shall be designed to accommodate the anticipated storm water flows resulting from adjacent properties.
- ii. To furnish as-built plans along with GIS locates of the entire system including locations of laterals at the main and ten (10) feet beyond the lot lines, pursuant to specifications approved by the City.
- iii. Building construction permits will be issued contingent upon the City's determination of adequate progress on surface and storm water management construction and appropriate erosion control implementation.

5) Sanitary Sewer. The Developer hereby agrees:

- i. To construct, install, furnish, and provide a complete sanitary sewer system throughout the Subdivision in accordance with all applicable Federal, State, and City laws, ordinances, regulations, specifications, and guidelines, and as approved by the City.

- ii. To furnish as-built plans along with GIS locates of the entire system including locations of laterals at the main and ten (10) feet beyond the lot lines, pursuant to specifications approved by the City.
- iii. Building construction permits will be issued contingent upon the City's determination of adequate progress on sanitary sewer construction and appropriate erosion control implementation.

6) Water. The Developer hereby agrees:

- i. To construct, install, furnish, and provide a complete system of water distribution throughout the Subdivision in accordance with all applicable Federal, State and City laws, ordinances, regulations, specifications, and guidelines, and as approved by the City.
- ii. To furnish as-built plans along with GIS locates of the entire system including hydrant valve locations and locations of laterals at the main and to ten (10) feet beyond the lot lines, pursuant to specifications approved by the City.
- iii. Building construction permits will be issued contingent upon the City's determination of adequate progress on water system construction and appropriate erosion control implementation.

7) Electric. The Developer hereby agrees:

- i. To work with the City Utilities Electric Division to construct, install, furnish, and provide a complete system of electric distribution throughout the entire Subdivision in accordance with all applicable Federal, State and City laws, ordinances, regulations, specifications, and guidelines, and as approved by the City.
- ii. Building construction permits will be issued contingent upon the City's determination of adequate progress on electric system construction and appropriate erosion control implementation.

8) Street Lighting. The Developer hereby agrees:

- i. To work with City Utilities Electric Division to construct, install, furnish, and provide a street lighting system throughout the Subdivision in accordance with all applicable Federal, State and City laws, ordinances, regulations, specifications, and guidelines, and as approved by the City.

9) Erosion Control Plan. The Developer hereby agrees:

- i. Prior to commencing site grading the Developer shall submit to the City an Erosion and Silt Control Plan for their approval. The plan shall provide sufficient control of the site, to prevent siltation of any downstream infrastructure or property from the site. The Developer shall provide to the City written certification from the Developer's Engineer that the plan, in its

execution, shall meet all Federal, State, County and local regulations, guidelines, specifications, laws and ordinances. Once the plan is approved the Developer shall immediately place the prescribed erosion control devices to ensure the protection of all City and private property, all City infrastructure and the waters of the state. During the period of construction at the site(s), all erosion control procedures necessary to meet the relevant requirements shall be properly maintained by the Developer.

- ii. That all disturbed areas shall be restored to the reasonable satisfaction of the City.

10) Individual Lot Grading. The Developer hereby agrees to furnish to the City a copy of the plan showing the street grades in front of each lot, the recommended top of foundation wall, and finished yard grades. This information shall be provided prior to the issuance of building permits.

11) Green Space, Park and Storm Water Detention Area. The Developer hereby agrees:

- i. To dedicate to the City the land necessary for the storm water detention basin element of the storm water management system design.
- ii. To dedicate land for green space and public uses as required by the ordinance and actions of the Common Council.
- iii. To mow and maintain, at its sole cost and expense, any municipal property, designated green space, and storm water detention area immediately adjacent to the Development Property until such time as the City determines that ongoing maintenance will be assumed by the City or another responsible entity. Maintenance shall include regular mowing and upkeep sufficient to keep the area in a neat and orderly condition, as reasonably determined by the City. This obligation shall not transfer ownership or control of the green space to the Developer.

12) Building Design Approval. The Developer hereby agrees:

- i. To submit to the City for review and approval the proposed architectural designs, elevations, and exterior materials for all duplex buildings within the Development. Building designs should include projections and recesses as well as multiple finish types and colors on the front elevation of the buildings.
- ii. To construct the duplexes to meet the Zero Lot Line UDC building codes of the State of Wisconsin.
- iii. No building permits shall be issued until the City has approved of the submitted designs. Any material changes to approved duplex designs shall require resubmittal to the City for review and approval prior to construction.

13) Sidewalks. Developer hereby agrees:

- i. To construct, furnish and install concrete sidewalks in the street right of way of all lots in accordance with plans and specifications on file with the City as well as all applicable City Ordinances, specifications, regulations and guidelines for the construction of sidewalks, and as reasonably approved by the City.
- ii. The Developer acknowledges that the City requires sidewalks to be installed in the proposed land division in the future. Sidewalks required by City ordinance shall be constructed within two years of the commencement of construction.
- iii. Developer remains obligated to construct, furnish, install and provide sidewalks as specified in this Agreement and the plans and specifications on file with the City even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.

14) Landscaping. The Developer hereby agrees to install trees according to the City ordinance. At least one (1) tree of a species approved by the City Tree Board of at least six (6) feet in height for each fifty (50) feet of frontage on all streets proposed to be dedicated. The required trees shall be planted in accordance with plans and specifications of the Tree Ordinance.

I. Dedication.

- A.** Subject to all of the other provisions of this Agreement and the Exhibits hereto attached, the Developer shall, without charge to the City, upon completion of all of the above-described improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall be responsible for all maintenance and improvements to said facilities and shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, the Developer. Dedication shall not constitute acceptance of any improvement by the City. All improvements will be accepted by the City by separate resolutions at such times as said improvements are in acceptable form and conform to City specifications, and after the issuance of an appropriate letter of acceptance by the City. The City agrees to accept or reject any improvements within forty-five (45) days after the same are submitted to the City unless otherwise mutually agreed. The Developer agrees that the Public Improvements will not be accepted by the City until all outstanding charges to be paid by the Developer under the Ordinances have been paid in full and affidavits and lien waivers are received by the City indicating that all contractors (and subcontractors, laborers, materialmen, etc.) providing work, services or materials in connection with the Public Improvements have been paid in full for such work, services and materials.

II. Miscellaneous Requirements

- A. Deviation from Approved Plans and Specifications.** Material deviations from the approved plans and specifications shall not be made unless approved by the City in advance and agreed to in writing appended to this Agreement. The City reserves the right to refer any changes it deems so material as to be in conflict with the original plan to the City Attorney and Common Council.
- B. Permits.** Developer shall obtain all necessary permits or other approvals for construction of the Project and comply with the terms of the same and all applicable laws, codes, ordinances, rules, and regulations in the construction and operation of the Project. City agrees to diligently process any and all such permits that they are responsible for issuing in a prompt manner.
- C. Standard of Construction.** All work to be performed by Developer in and on the Property shall be performed in a good and workmanlike manner. Such work shall be performed in compliance with the final approved plans, the terms of all applicable permits or other approvals, and all local, state, and federal laws, rules, and regulations.
- D. Notice of Defect.** The City will provide notice to Developer whenever inspection reveals that any element of the Project does not conform to the requirements of this Agreement or is otherwise defective. Developer shall have 60 days from issuance of such notice to cure the defect. Notwithstanding anything contained herein to the contrary, if such defect cannot reasonably be cured within said 60-day period and Developer commences and diligently pursues the cure within such 60-day period, then said defect shall not constitute a default under this Agreement.
- E. Prerequisites for Land Disturbance.** Developer shall not commence any land disturbance activities on the Property in connection with the Project unless and until:
- 1) All plans and specifications for the Project have been acknowledged, reviewed, and approved by the City; and
 - 2) All necessary permits or other approvals for the Project have been granted by the City or other necessary authorities; and
 - 3) *(If applicable)* Developer has closed on a construction loan from Developer's lender to finance the construction of the Project contemplated by this Agreement; and
 - 4) All other requirements precedent to land disturbance under the ordinances of the City and otherwise required by law are fully satisfied by Developer.

III. Security.

- A. Performance Guarantee.** The Developer agrees to substantially complete the Subdivision no later than **24 months** from the date of the commencement of construction which shall be no later than May 15, 2026.
- 1) **Failure to Complete:** In the event the Developer fails to construct and receive certificates of occupancy for all eight duplexes by the above deadline, the Developer shall be responsible for the payment of an annual property tax equivalent to the

amount that would have been levied had the eight duplexes been fully completed and assessed at fair market value.

- 2) **Valuation Method:** The City shall determine the estimated assessed value of each duplex based on comparable properties and apply the then-current mill rate to determine the amount due.
- 3) **Duration:** This obligation shall continue annually until the required duplexes are fully constructed and have received certificates of occupancy.

B. Insurance.

- 1) Developer shall maintain property insurance on the Project in an amount not less than the full replacement value of the improvements for fire, casualty, and external damage coverage for the term of this Agreement. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within 30 days after commencement of construction of the Project. Thereafter, Developer shall provide written evidence of compliance with this Section to the City on an annual basis. Developer shall notify the City within 10 business days if the insurance obtained pursuant to this Section is modified, cancelled, or replaced. Failure to provide such notice may be considered a breach of this Agreement.
- 2) In the event the Property, the Project or any addition, improvement, or other portion thereof, suffers any casualty loss during the term of this Agreement, Developer shall promptly repair, rebuild and reconstruct the affected element(s) to its condition prior to the loss. If the loss is of a type covered by the insurance addressed in this Section, then Developer shall make claim to the casualty-insurance carriers for all casualty and income losses promptly after loss and shall apply all proceeds of the insurance to the repair and reconstruction of the Property.

IV. Preservation of Taxable Status. Throughout the term of this Agreement, Developer shall pay all real estate taxes, special assessments, and special charges against the Property prior to delinquency and shall not:

- A. Use the Property for any purposes that would render the Property exempt from property taxation or lease, sell, transfer, or convey all or any portion of the Property to any party that would render the Property exempt from property taxation (unless such party has first entered into a written agreement with the City in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes).
- B. Cause a reduction in the real property taxes paid with respect to the Property through willful destruction of any improvements or portions thereof.
- C. Seek, through the exercise of legal or administrative remedies, a reduction in the assessed value of the Property or the improvements constructed thereon.
- D. Apply for any deferral of property taxes on the Property.

- V. Maintenance and Repair.** Developer shall at all times keep and maintain, or cause to be kept and maintained, the Project, and all additions, improvements and fixtures thereupon, in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- VI. Access.** Developer shall permit representatives of the City to have reasonable access to the Property, and the improvements thereupon, for the purpose of reviewing compliance with this Agreement, including but not limited to, inspecting all work being performed in connection with this Agreement. Following Substantial Completion of the Project, except in the case of an emergency, the City shall provide Developer reasonable prior written notice before obtaining access pursuant to this Section and Developer shall have the right to have a representative participate in any such inspections by the City
- VII. Indemnity.** Developer, and its successors and assigns, shall indemnify, hold harmless, and defend the City and its officers, employees, and agents from any and all suits, actions, claims, demands, losses, costs, damages, judgments, penalties, fines, and expenses or liabilities of every kind and description, including attorney's fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any persons or property occasioned wholly or in part by any act or omission on Developer's part or on the part of its agents, contractors, subcontractors, invitees, or employees, in connection with their activities conducted pursuant to this Agreement or in connection with the ownership, use, occupancy, or development of the Project or the Property, except to the extent that they are a result of the negligence of any officer, agent, or employee of the City. The City shall be entitled to appear in any proceedings to defend itself against such claims, and all costs, expenses, and reasonable attorney's fees incurred by the City in connection with such defense shall be paid by Developer to the City. The foregoing indemnity provisions shall survive the cancellation or termination of this Agreement as to all matters arising or accruing prior to such cancellation or termination and the foregoing indemnity shall survive in the event the City elects to exercise any of the remedies as provided under this Agreement following default hereunder.

The City shall indemnify, hold harmless, and defend the Developer and its officers, employees, and agents from any and all suits, actions, claims, demands, losses, costs, damages, judgments, penalties, fines, and expenses or liabilities of every kind and description, including attorney's fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any persons or property occasioned wholly or in part by any act or omission on the City's part or on the part of its agents, contractors, subcontractors, invitees, or employees, in connection with their activities conducted pursuant to this Agreement, except to the extent that they are a result of the negligence of any officer, agent, or employee of the Developer. The Developer shall be entitled to appear in any proceedings to defend itself against such claims, and all costs, expenses, and reasonable attorney's fees incurred by the Developer in connection with such defense shall be paid by the City to the Developer. The foregoing indemnity provisions shall survive the cancellation or termination of this Agreement as to all matters arising or accruing prior to such cancellation or termination and the foregoing indemnity shall survive in the

event the Developer elects to exercise any of the remedies as provided under this Agreement following default hereunder.

- VIII. Default.** A default is defined herein as Developer's breach of, or failure to comply with, the terms of this Agreement, and such failure continues for more than 60 days following written notice of such breach by the City; provided, however, if such breach cannot reasonably be cured within said 60-day period and Developer commences and diligently pursues the cure within such 60-day period, then said breach shall not constitute a default under this Agreement. The City reserves to itself all remedies available at law or in equity as necessary to cure any default, The City shall have the right, without notice or hearing, to impose special assessments or special charges on the Property for any amount to which the City is entitled by virtue of this Agreement. This provision constitutes Developer's acknowledgment of special benefit and Developer's consent to, and waiver of notice and hearing on all proceedings imposing such special assessments or special charges. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others, nor shall a failure to enforce a remedy be deemed a waiver of that remedy or any other.
- IX. Developer's Representations and Warranties.** Developer and its signatory to this Agreement covenant, warrant, represent, and agree as follows:
- A.** Developer is a Wisconsin limited liability company, duly organized, validly existing, and in good standing under the laws of the state of Wisconsin.
 - B.** The execution, delivery, and performance by Developer of this Agreement:
 - 1) Are within the legal power and authority of Developer and the undersigned representative thereof;
 - 2) Do not and will not require the consent, approval, or authorization of, or notice to, any federal or state governmental authority or regulatory body; and
 - 3) Do not and will not conflict with, result in any violation of, or constitute a default under, any provision of law, or of the articles of organization or operating agreement of Developer, or of any agreement to which Developer is a party or by which it is bound.
 - C.** There is no litigation, arbitration, or governmental proceeding pending or threatened against Developer which would, if adversely determined, adversely and materially affect the financial condition or continued operations of Developer.
 - D.** Developer has access to sufficient funds through equity and debt financing sources for completion of the Project contemplated by this Agreement.
 - E.** Developer is not aware of any investment or other entanglement with any currently-serving elected official(s) of the City that could, would, or does create a conflict of interest as that term is used in the City's Code of Ordinances or Wisconsin statutes.
- X. Time is of the Essence.** Time is of the essence with respect to all deadlines set out in this Agreement. In the event a deadline falls on a Saturday, Sunday, or a state or federal holiday,

the deadline shall be deemed to fall on the next business day.

- XI. No Joint Venture.** This Agreement does not create any partnership or joint venture between the City and Developer. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There shall be no relationship between the Parties other than that of independent contractors. Unless specifically provided in this Agreement the Parties are not agents for one another, do not have any authority to bind the other to contracts, and are not vicariously liable for the other's acts or omissions. The City shall not participate in, or have any responsibilities connected with, the Development in any way other than the City's specific obligations in this Agreement.
- XII. No Third-Party Beneficiaries.** Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.
- XIII. No Vested Rights.** Except as provided by law, or as expressly provided in this Agreement, Developer shall have no vested right to develop the Project by virtue of this Agreement, nor does the City warrant that Developer is entitled to any other approvals required for development of the Property or construction of the Project as a result of this Agreement.
- XIV. Approvals.** Nothing in this Agreement shall be construed to waive any obligation or requirement of Developer to obtain all necessary permits or other approvals from the City in accordance with its ordinances and usual practices and procedures, except as described in Section 13 above, nor limit or affect in any way the right or authority of the City to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements on the Property or the Project as a condition of any such permit or other approval. The City will act diligently and in good faith to review all necessary permits or other approvals requested by Developer.
- XV. No Waiver or Release.**
- A.** Nothing contained in this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.06.
 - B.** Nothing contained in this Agreement is intended to be a waiver or release of any obligations imposed on Developer by any federal, state, or local statute, ordinance, rule, or regulation.
 - C.** 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 Agreement signed by the City and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Developer.

- XVI. Ratification.** Parties hereby approve and ratify all actions taken to date by the City and its officers, employees, and agents in connection with the permits and approvals relating to the Property and the Project.
- XVII. No Personal Liability.** Developer and City acknowledge and agree that in carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of either party's officers, agents, employees, or representatives.
- XVIII. Recording.** This Agreement shall be recorded with the Richland County Register of Deeds, at Developer's expense, before the recording of any other document affecting title to the Property.
- XIX. Assignment; Binding Effect.** This Agreement shall run with the land and be binding on Developer, the City, and their successors and assigns. Developer shall have no right to assign any of its rights or obligations under this Agreement without prior written approval of the City, which consent shall not be unreasonably conditioned, withheld or delayed. In the case of a request for approval, any proposed transferee shall have all of the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations of Developer and, if the proposed transfer relates to a portion of the Property on which the Project is underway, such obligations to the extent that they relate to such property. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to a portion of the Property, such obligations, conditions, and restrictions to the extent that they relate to such portion). Notwithstanding the foregoing, no consent from the City shall be required in connection with Developer's collateral assignment of this Agreement to a lender that provides financing to Developer in connection with its purchase of the Property or construction of the Project. There is no prohibition on the right of the City to assign its rights or obligations under this Agreement.
- XX. Amendment.** This Agreement may be amended only by a written amendment approved and executed by both Parties.
- XXI. Notice.** Delivery of documents and written notices to a party shall be effective only when accomplished by (a) personal delivery (in which case notice will be effective upon receipt); (b) by sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested (in which case notice will be effective two days after mailing); (c) by sending the document or written notice by overnight delivery with nationally recognized commercial courier service (in which case notice will be effective one day after deposit with such courier); or (d) by any other means agreed to by the parties upon provision of an acknowledgement of service, to the addresses set forth below:

To the City: City of Richland Center
 Attn: City Administrator
 450 South Main Street
 Richland Center, WI 53581

With a copy to: Abt Swayne Law, LLC
Attn: Michael S. Windle
PO Box 128
Westby, WI 54667

To Developer: Enke Development, LLC

With a copy to: [TBD]

Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. Either party may change its address for notice by providing written notice of the new address using the notice procedure set out in this Section XXI.

- XXII. No Discrimination.** Developer shall not discriminate against any employee or contractor, or potential employee or contractor, in the construction of the Development on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry.
- XXIII. Neutral Construction.** This Agreement is the result of negotiation by the parties and each party had the opportunity to consult legal counsel with respect this Agreement prior to execution. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof.
- XXIV. Entire Agreement.** This Agreement and the permits or other approvals issued by the City with respect to the Project constitute the entire agreement between the parties with respect to the Project and all prior letters of intent, term sheets, offers, or similar items, if any, are hereby terminated except as otherwise outlined herein.
- XXV. Severability.** If any part, term, or provision of this Agreement is held by a court or other tribunal of competent jurisdiction 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 invalid part, term, or provision was never part of the Agreement.
- XXVI. Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.
- XXVII. Venue.** Personal jurisdiction and venue for any civil action commenced by any part arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Richland County unless it is determined that such court lacks jurisdiction. Developer and the City hereby consent to personal jurisdiction in Richland County. Developer and the City also expressly waive the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Richland County lacks jurisdiction.
- XXVIII. Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XXXI. Effective Date; Term. This Agreement shall be effective as of the date of the last signature set out below. This Agreement shall remain in effect until all terms of the agreement have been fulfilled, unless terminated earlier in writing by mutual agreement of the City and Developer.

Ashley Oliphant, City Administrator

STATE OF WISCONSIN)
) ss.
COUNTY OF RICHLAND)

Personally came before me this _____ day of _____, 2025, the above named Ashley Oliphant, City Administrator of the City of Richland Center, to me known to be the person and officer who executed the foregoing Development Agreement and acknowledged the same.

Print or Type Name: _____
 Notary Public, State of Wisconsin
 My Commission: _____

Enke Development, LLC

[TBD], Authorized Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025, the above named [TBD], Authorized Signatory of Enke Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing Development Agreement and acknowledged the same.

Print or Type Name: _____
 Notary Public, State of Wisconsin
 My Commission: _____

Exhibits:

- Exhibit A – Legal Description of the Property
Exhibit B – Certified Survey Map Depicting the Property
Exhibit C – Site Plans
Exhibit D – Form of Municipal Revenue Obligation

This instrument drafted by:
Atty. Michael S. Windle
ABT SWAYNE LAW, LLC
P.O. Box 128
Westby, WI 54667

Pre-Development Agreement for the Stori Field Duplex Development

This Pre-Development Agreement ("Agreement"), contingent upon final approval of the Common Council, is made and entered into this [Date], by and between the City of Richland Center, Wisconsin (hereinafter "City"), and Doug Enke (hereinafter "Developer").

RECITALS

WHEREAS, the Developer proposes to develop an eight (8) duplex building (16 dwelling units) residential subdivision (hereinafter "Subdivision") within the City of Richland Center; and

WHEREAS, the City desires to support the development of quality housing options within its community and recognizes the need to incentivize and encourage such development; and

WHEREAS, both parties desire to establish the terms and conditions for the pre-development phase of the Subdivision, leading to a formal Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and the Developer agree as follows:

I. CITY COMMITMENTS:

- a. **Sale of the Land:** The City agrees to sell the land necessary for the Development for one dollar (\$1.00).
- b. **Subdivision and Infrastructure Design:** The City shall provide all conceptual and preliminary engineering work for the Subdivision and infrastructure that has been completed to date.

II. DEVELOPER COMMITMENTS:

- a. **Subdivision and Infrastructure Design:** All utility, roadway, and stormwater infrastructure design and construction done by the developer shall comply with all applicable federal, state, and local laws, codes, and standards.
- b. **Building Design:** The Subdivision will be constructed as a "zero-step" development for accessibility purposes, and all building design plans require approval of the City.
- c. **Development Commencement Timeline:** Upon the sale and transfer of the land to the Developer, the following deadlines must be met:
 - i. **Within 90 days:**
 - 1. The preliminary plat shall be submitted to the city for review.
 - 2. An engineering firm shall be selected and under contract for infrastructure design.
 - ii. **Within 9 months:**
 - 1. Commencement of infrastructure construction.
 - 2. Commencement of duplex construction.
- d. **Performance Guarantee:** The Developer agrees to substantially complete the Subdivision no later than **24 months** from the date of the sale and transfer of the land.

- i. **Failure to Complete:** In the event the Developer fails to construct and receive certificates of occupancy for all eight duplexes by the above deadline, the Developer shall be responsible for the payment of an annual property tax equivalent to the amount that would have been levied had the eight duplexes been fully completed and assessed at fair market value.
- ii. **Valuation Method:** The City shall determine the estimated assessed value of each duplex based on comparable properties, and apply the then-current mill rate to determine the amount due.
- iii. **Duration:** This obligation shall continue annually until the required duplexes are fully constructed and have received certificates of occupancy.

e. **Public Right of Way, Infrastructure, & Parkland:** For this project to proceed, all roads and essential infrastructure, such as utility lines and sidewalks, must be situated on property owned by the city or within an established public right-of-way. Furthermore, a specific portion of the development must be set aside for parkland as mandated by local regulations

f. **Utility Easements:** All easements necessary for the installation and maintenance of City utilities shall be properly defined, granted, and recorded.

g. **Subdivision Naming Rights:** The City shall retain exclusive authority to name the Subdivision.

h. **Covenant Approval:** No subdivision covenants shall be recorded or enforced without the full consent and approval of the City.


i. **Sale of Land and Lots:** No land or lots of the Subdivision shall be transferred or sold without prior approval of the city.

III. **Future Development Agreement:** This Agreement outlines the pre-development terms. A comprehensive Development Agreement will be executed once the terms of this Agreement are approved by the Common Council.

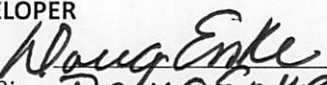
IV. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

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

CITY OF RICHLAND CENTER, WISCONSIN

By: 
Name: Ashley Oliphant
Title: City Administrator
Date: 9/24/2025

DEVELOPER

By: 
Name: Doug Enke
Title: Vice President
Date: 8/18/25