

COST RECOVERY AGREEMENT

This Agreement made this ___ day of _____, 2025, by and between Grothman Holdings LLC, a Wisconsin Limited Liability Company (hereinafter “Developer”) and the City of Lodi, a Wisconsin Municipal Corporation (hereinafter “Municipality”).

WHEREAS, by Warranty Deed from Developer to Municipality recorded with the Columbia County Register of Deeds on February 9, 2022, as Document No. 953467, Developer conveyed to Municipality Outlot 1 of Terrace Vista – Phase 1; and

WHEREAS, pursuant to the Plat of Terrace Vista – Phase 1, Outlot 1 was reserved for the future extension of Ottowyn Terrace; and

WHEREAS, prior to conveying Outlot 1 to Municipality, Developer had installed significant water, stormwater, sewer and street improvements to Outlot 1 for the purpose of preparing Outlot 1 for future development as a street; and

WHEREAS, Developer and Municipality desire to enter into this Cost Recovery Agreement to provide a mechanism so that future developers of developments west of the Terrace Vista – Phase 1 Plat shall reimburse Developer for the costs of the water, stormwater, sewer and street improvements installed by Developer.

NOW, THEREFORE, in consideration of the mutual benefits of the provisions of this Agreement, it is hereby agreed by and between Developer and Municipality that:

1. The parties acknowledge that Developer has installed improvements on and within Outlot 1 equal to \$70,036.82. The Developer’s costs are as set forth on the attached Exhibit A.
2. If a future developer desires to extend Ottowyn Terrace as part of a new development and hook into the water, sewer and street improvements already made by Developer, the future developer shall pay to the Municipality as a condition of Plat approval or approval of a Certified Survey Map, and prior to Municipality signing any Plat or Certified Survey Map, the cost as set forth on the attached Exhibit A incurred by

Developer for initially installing the improvements. The Municipality shall forward all funds collected to Developer within 30 days of receipt.

- 3. Municipality agrees it will not allow any future developer to connect to the water, stormwater, sewer or street improvements without the future developer first paying this cost to the Municipality and Municipality forwarding such payment to the Developer.
- 4. The terms of this Agreement shall be for 10 years from the date this Agreement is signed or until Developer has been reimbursed in full for the sums set forth on the attached Exhibit A. This Cost Recovery Agreement shall be binding upon Developer, its owners and assigns, and the Municipality.

GROTHMAN HOLDINGS LLC

CITY OF LODI

By: _____
James Grothman, Member

By: _____
Ann Groves Lloyd, Mayor

Attest: _____
Brenda Ayers, Administrator/Clerk

AUTHENTICATION

Signatures of James Grothman, Ann Groves Lloyd, and Brenda Ayers, in their capacities indicated, authenticated on this ___ day of _____, 2025.

Paul A. Johnson
SBN: 1021492
TITLE: MEMBER, STATE BAR OF WISCONSIN
(If not, _____,
authorized by Wis. Stat. §706.06)

This Instrument was drafted by:
City Atty. Paul A. Johnson
PO Box 256
Lodi WI 53555