

DEVELOPMENT AGREEMENT

PRIMARY TERRACE City of Lodi, Columbia County, Wisconsin

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into by and between the City of Lodi, Columbia County, a Wisconsin Municipal Corporation (hereinafter “City”) and 103 Pleasant, LLC, a Wisconsin limited liability company (hereinafter “Developer”).

WHEREAS, a four lot certified survey map was recorded with the Columbia County Register of Deeds on March 5, 2026, as document 992586, known as Certified Survey Map No. 7055 (hereinafter “the CSM”), corresponding with a General Development Plan and Specific Implementation Plan by Developer called “Primary Terrace”, and

WHEREAS, pursuant to Chapter 300 of the City’s Subdivision Ordinance (“Ordinance”), the City and Developer desire to facilitate new tax base and promote the general welfare of the citizens of the City, the City has created Tax Increment District No. 5 (the “TID”), pursuant to Wis. Stat. § 66.1105, which includes the Subject Property which is identified on the attached Exhibit A;

WHEREAS, the City finds and determines that the development of Primary Terrace (the “Development”) will benefit the City and the public for a number of reasons, including but not limited to, an increase in the City’s tax base, which will promote the general welfare of the citizens of the City;

WHEREAS, the Developer is willing to commence work on the Development in accordance with the terms of this Agreement if the City is able to provide financial assistance toward the cost of the Improvements;

WHEREAS, the City finds and determines that, unless the City provides the tax increment financing assistance described in this Agreement, the Development will not be financially feasible;

WHEREAS, to make the Development financially feasible, the City is willing to provide financial assistance as set forth herein and the City has determined that this Agreement is in the public interest; and

WHEREAS, this Agreement incorporates the following documents and any subsequent documents provided for under the Agreement, all of which are on file in the office of the Municipal Clerk:

1. Certified Survey Map 7055 recorded as document #992586;
2. General Development Plan approved on May 28, 2024;

3. Specific Implementation Plan approved February 7, 2025;
4. Construction Plans and Specifications for the Property as approved by the City, and any approved amendments thereto (the “Approved Plans”). Developer shall maintain one set of plans and specifications signed by the Municipal Engineer on location,;
5. Covenants and Restrictions for the Property;

NOW THEREFORE, in consideration of the covenants hereinafter set forth, City approval of the Development, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

ARTICLE I. PHASED CONSTRUCTION; FINANCIAL GUARANTEES

(a) **Phased Construction.** Upon completion of the Site Preparation Work, as that term is defined below, the Developer intends to undertake the Development in phases (each a “Phase” and collectively the “Phases”) as more fully set forth on the phasing schedule attached hereto as Exhibit B. The Developer’s obligation to complete the Improvements within a particular Phase will arise once the following have occurred with respect to each such Phase: (a) Developer’s delivery of written notice to the City indicating that Developer is prepared to proceed with development of such Phase; (b) approval by the City, and any other governmental authorities having jurisdiction, of all of the plans and specifications for such Phase; (c) execution by the City of a Municipal Revenue Obligation (“MRO”) for the applicable Phase as set forth on the attached Exhibit C. The Developer shall have the discretion to modify any Phase(s) in the event the Developer’s plans for the Development change; however, any modifications shall be subject to the City’s review and approval. The Developer shall have no obligation to proceed with any particular Phase or complete the Improvements within a particular Phase.

ARTICLE II. ADMINISTRATION CHARGES

The Developer hereby agrees to pay all third-party legal, engineering, and administrative fees incurred by the City in connection with the consideration and approval of this Development, any and all inspections, and any other issues associated with the Developer’s work on this Development.

Prior to commencing the Site Preparation Work, Developer shall deposit with the City Clerk, in escrow, the cash sum of \$10,000.00 to ensure performance of the promise or guarantee of reimbursement. The City may draw upon the escrow from time to time as necessary to reimburse the City for fees and expenses incurred. If at any time monies in the escrow are insufficient to pay expenses incurred by the City for the administrative costs incurred, Developer shall deposit additional amounts as determined by the City within 15 days of written demand, or further review and evaluation of the proposed public improvements shall be delayed or terminated.

Payment of all administrative costs shall be a condition of any further approvals required from the City. Further, should the Developer withdraw the project, and the amount of the escrow is insufficient to cover all of the City's then-outstanding administrative costs, the Developer shall immediately reimburse the City within 15 days of final billing. Should the Developer withdraw the project or the project reach completion, and there are sums held in escrow by the City which shall exceed the final amount owed to the City pursuant to this Agreement, the City shall return all excess funds in escrow to the Developer within 15 days of reconciling the final billing statement with the Developer. The City shall provide the Developer with copies of invoices and other documents supporting the amounts charged against the escrow and/or charged to Developer.

ARTICLE III. IMPROVEMENTS

As the Developer proceeds with a Phase, the Developer shall construct and install all infrastructure improvements specified on the Approved Plans accompanying such Phase (the "Improvements"), which are to be reviewed and approved by the City Engineer. Improvements for each Phase shall be constructed in accordance with the plans and specifications approved by the City, the Department of Natural Resources, and any other agency having jurisdiction.

All contractors and subcontractors who are to be engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated shall be approved for such work by the City Engineer prior to commencing construction. Further, the Developer and the City specifically agree as follows:

(a) **Erosion Control.** The Developer shall cause all gradings, excavations, open cuts, side slopes, and other land surface disturbances to be mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation and washing is prevented. Prior to the commencement of construction of any Phase, the Developer shall submit an erosion control plan to the City Engineer that specifies measures that will be taken to ensure the minimalization of erosion problems and shall obtain the necessary Department of Natural Resources erosion control permits.

(b) **Storm Water Management.** The Developer has prepared, at its sole cost, a storm water drainage plan that has been approved by the City Engineer. The Developer shall obtain all approvals necessary from the Department of Natural Resources prior to constructing any drainage facilities. The Developer, at its sole cost, shall construct the storm water drainage system, as approved by the City Engineer and the Department of Natural Resources.

(c) **Grading Plan.** The Developer shall grade all lots in order to comply with the requirements of the City Engineer and the approved Storm Water Management Plan.

(d) **Miscellaneous Matters.**

a. Outlot 1 of CSM 7055 will be deeded to the City by Developer upon completion of the removal and reconstruction of the stairs located on Outlot 1. The stairs will be reconstructed by the Developer to meet State Code. As an incentive to complete this work, the City shall provide to Developer a cash grant in an amount equal to one-half of the cost incurred by Developer to

reconstruct the stairs, not to exceed \$50,000.00. Upon completion of the work by the Developer and upon being presented with a final invoice from the Developer showing a breakdown of the City's share of the reconstruction costs for the project, the City shall reimburse the Developer in the amount listed above within 60 days of being presented with the final invoice and cost sharing breakdown. Outlot 1 will be deeded to the City free and clear of all liens and encumbrances except those municipal ordinances and recorded easements which exist on the date of conveyance.

- b. Following conveyance of Outlot 1 to the City, the Developer will be responsible for constructing a walking trail over parts of Outlot 1, as set forth on the Approved Plans (the "Walking Trail"). The City shall grant Developer a temporary limited easement to allow the Developer access to Outlot 1 for construction purposes.
- c. The Developer shall create a private easement over Lot 2 for utility purposes for the benefit of Lots 1, 2 and 3. This easement is the easement noted on the CSM and shall be recorded prior to the Developer receiving the payment as provided for in Article 4(b)(4) of this Agreement.
- d. The following amendments to the Specific Implementation Plan are agreed to by the parties:
 - i. The Walking Trail shall be 8 feet in width and constructed of asphalt.
 - ii. The Developer is not required to install or pay for any exercise or other recreational equipment for Outlot 1.
 - iii. The Developer is no longer required to create or provide an emergency access road on the east side of the Property.

ARTICLE IV. TAX INCREMENT FINANCING

(a) **Defined Terms.** As used in this Agreement, the following terms shall have the meanings assigned to each term in this Article:

The "Act" shall mean Section 66.1105 of the Wisconsin Statutes, which is sometimes also referred to as the "TIF Law."

"TID" shall mean City of Lodi Tax Increment District No. 5.

"Project Costs" shall have the meaning set forth in Section 66.1105(2)(f) of the Act.

"Tax Increment" shall have the meaning set forth in Section 66.1105(2)(i) of the Act.

"Available Tax Increment" shall mean the amount of Tax Increment received by the City during the twelve (12) month period preceding a Payment Date from the portion of the Subject Property within each applicable Phase. The Available Tax Increment will be calculated by

multiplying the equalized/market incremental value for each phase by the TID interim tax rate on the PC-202 Tax Incremental Calculation Worksheet.

“*Payment Date*” shall mean September 1 of each year in which a reimbursement payment is due from the City under this Agreement.

(b) **Representations by the City.**

(1) The City represents the Subject Property is located within TID 5, and the City further represents that it has determined that there are certain costs which the City will reimburse to the Developer, including without limitation, the categories of expenses summarized on the attached Exhibit D, which reimbursable project costs are currently estimated to be not less than the amounts set forth on the attached Exhibit D.

(2) The activities of the City under this Article are undertaken for the purposes defined in the Act.

(3) To finance the reimbursement obligations relative to each Phase, the City will use the Available Tax Increment generated by the applicable Phase, only to the extent Tax Increment is available and subject to the further conditions set forth in this Agreement. TIF-eligible Project Costs include the reimbursement payments to be made to Developer under this Agreement, in accordance with Section 66.1105(2)(f)2.d. of the Act.

(4) The City will provide an up-front development incentive of \$300,000 from TID 5 (the “Incentive Payment”) upon completion of the following site preparation costs and installation of the associated infrastructure: demolition of the former school building and abatement of hazardous materials, and utility extensions (water, sewer, gas, power) to the site for phase One and shall install water and sanitary for phase Three from the Pleasant Street mains to the Property line (collectively, the “Site Preparation Work”).

(c) **Representations by the Developer.**

(1) Developer represents that the Development is projected to add a minimum of \$ 30,535,000.00 of taxable value to the City upon completion of all Phases of the Development.

(2) Except for the Incentive Payment, the Developer acknowledges and agrees that the City’s reimbursement obligations hereunder shall be payable only from Available Tax Increment and shall not represent or constitute general obligation debt or bonded indebtedness of the City.

(3) Developer represents that no part of the Property will be conveyed to an entity which would cause the Property or part being conveyed to be exempt from the collection of real estate taxes. This prohibition shall remain in effect for as long as the City has an obligation to Developer under the MRO which may affect the parcel to be conveyed. Developer may assign all or part of its rights and obligations under this

Agreement to a purchaser of all or part of the Property, at Developer's discretion, subject only to the prohibition set forth in this sub (3).

(d) **Reimbursement Process.**

(1) *Estimates.* Attached as Exhibit D to this Agreement are estimates of the cost of the Improvements to be constructed by Developer within each Phase, along with certain other reimbursable costs, including engineering fees (the "Cost Estimate"). The proforma showing the estimated Tax Increment to be generated by the Subject Property and the estimated schedule of reimbursement payments to be made by City is attached to this Agreement as Exhibit E, which is included for reference only.

(2) *Municipal Revenue Obligation.* As an inducement for and in consideration of the Developer's construction of each Phase, the City shall issue the Developer a Municipal Revenue Obligation ("MRO") for the applicable Phase, in an amounts set forth in the attached Exhibit C. The MRO for each Phase shall be in the form attached hereto as Exhibit C and shall be issued by the City upon a certificate of occupancy being issued upon completion of construction of each phase.

(3) *Payments.* As set forth more fully in the MRO for each Phase, the City shall pay to the Developer 85% of the Available Tax Increment generated from the portion of the Subject Property within the applicable Phase. Annual payments for each applicable Phase shall be made by the City no later than the Payment Date and shall continue until: (i) the MRO for the applicable Phase has been fully satisfied; or (ii) 15 years from the payment of the first tax increment for each phase, or the expiration of TID #5 in 2043, whichever comes first.

(4) *Available Tax Increment.* In the event there is no Available Tax Increment to make an MRO payment to the Developer in any year, it shall not be a default by the City. The City covenants and agree that Available Tax Increment held by the City as of a given Payment Date shall not be appropriated for any other use, if not appropriated for the MRO due as of such Payment Date. The District shall not be terminated prior to the TID closure date unless all MRO obligations have been satisfied.

(5) *Collateral Assignment.* Developer may, upon notice to the City, collaterally assign its right, title, and interest in and to one or more of the MROs to be issued under this Agreement, in whole or in part, to any mortgage lender(s) in connection with the construction of the Development and the City agrees to acknowledge the foregoing collateral assignment in an agreement with the lender(s), in form and manner as approved by City Attorney.

(6) *Limited Obligation.* The MRO payments shall not be included in the computation of the City's constitutional debt limitation, because the MRO payments are limited and conditional. Nothing in this Agreement shall be deemed to change the nature of City's obligation from a limited and conditional obligation to a general obligation.

ARTICLE V. GENERAL PROVISIONS

(a) **Inspection and Certification of Improvements.** After the Improvements within a Phase have been installed and completed, the Developer shall notify the City Engineer in writing that the work is complete and ready for final inspection, shall file reproducible record drawings of the completed improvements, shall file an "as built grading plan," shall file a breakdown of all the units and unit costs of the work completed, The City Clerk shall certify that there are no unpaid taxes or unpaid special assessments on any of the lands included in the area of acceptance and shall prepare a final billing for engineer, inspection and legal fees and submit it to the Developer for payment (or release of funds from escrow, as applicable).

(b) **Recording.** This Agreement, or a memorandum of this Agreement, may be recorded against title to the Subject Property with the Register of Deeds for Columbia County.

(c) **Developer Representations.** The Developer represents that: 1) It is the lawful owner or contract purchaser of the real estate to be improved; 2) it has attained any and all easements and rights of way necessary to gain access to the property or to provide drainage or utility easements to the property; 3) it will defend, indemnify and hold the City and its officials, agents and employees harmless for all losses, claims, liabilities, expenses, and costs, including reasonable attorney fees, arising from damages to property or injuries to persons in connection with the making of the Improvements, except to the extent such damages or injuries were caused by the negligence or willful misconduct of the City and its officials, agents and employees; 4) in the event the City validly exercises its right to draw on the security posted pursuant to this Agreement or incurs expenses arising from Developer's breach of this Agreement, Developer shall reimburse the City for its reasonable inspection, consulting and legal fees or expenses incurred by the City as a result of such default of Developer.

(d) **No Waiver.** Except as expressly provided herein, nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon Developer by Chapter 300 of the City of Lodi Code of Ordinances.

(e) **Assignment.** This Agreement may be assigned by any party upon the express written approval of the other party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may, upon notice to the City, collaterally assign its right, title, and interest in and to the MRO, in whole or in part, to any mortgage lender(s) in connection with the construction of the Development, and the City agrees to acknowledge the foregoing collateral assignment in an agreement with the lender(s), the form of which shall be subject to the reasonable approval of the City Attorney.

(f) **Binding Effect.** This Agreement shall be binding upon the parties, upon their personal representatives and heirs, and upon the successors and assigns of the parties.

(g) **Building Permits.** No building permit shall be issued by the City for a Phase until such time as Developer has: 1) Provided acceptable security for the Improvements, as required by this Agreement; 2) Improvements and utilities are completed for that Phase except for the surface course of asphalt; 3) as built grading plan for that Phase was provided and accepted; 4) Developer has obtained and presented a valid zoning certificate indicating that the

planned building and use are in conformance with the applicable zoning regulations in effect at the time of said permit application, and Developer or builder has received approval as required under the City's building code.

(h) **Time of Completion.** All Improvements for each Phase approved by the City shall be completed as set forth on the attached Exhibit B. If the Developer is unable, by reason beyond its reasonable control or otherwise presently unforeseen, to complete the Improvements within the allotted time period, the City may allow the Developer additional time to complete the Improvements, upon written agreement of the parties.

(i) **Authority.** Developer represents that it has the full right, power and authority to enter into this contract and to perform all obligations of the Developer as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2026.

**CITY:
CITY OF LODI**

BY: _____
Ann Groves Lloyd, Mayor

BY: _____
Arissa Watkins, City Clerk

**DEVELOPER:
103 PLEASANT, LLC**

BY: _____
Steve Shulfer, Member

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Lots 1, 2, and 3, and Outlot 1 of Certified Survey Map 7055 recorded with the Columbia County Register of Deeds on March 5, 2026 in Volume 53 of Surveys, page 69 as document number 992586.

EXHIBIT B

ANTICIPATED PHASING PLAN

- **Minimum Improvements:**
 - Phase I – construction of 13 owner-occupied townhomes
 - Phase II – construction of a residential care apartment complex containing approximately 50-units
 - Phase III – construction of a residential apartment building containing approximately 49-units
- **Construction Commencement & Completion:**
 - Phase I – commencement on or before August 1, 2026 with completion by August 1, 2027
 - Phase II – commencement on or before May 1, 2027 with completion by August 1, 2028
 - Phase III – commencement on or before July 1, 2028 with completion by September 1, 2029

Note: This Phasing Plan represents the anticipated phasing of construction of the Development. The actual phasing plan for the Development, including the lots to be included within each Phase, remains subject to review and approval by the City.

EXHIBIT C

MUNICIPAL REVENUE OBLIGATION FOR PHASE I

United States of America	\$839,000.00
State of Wisconsin	
County of Columbia	
City of Lodi	

<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Issue Date</u>
15 years from the first tax increment payment	_____, 20__

DEVELOPER: 103 Pleasant, LLC

PRINCIPAL AMOUNT: eight hundred thirty-nine thousand DOLLARS (\$839,000.00)

THE CITY OF LODI, WISCONSIN (the “City”), for value received, hereby acknowledges itself to owe and promises to pay to the Developer hereinabove identified, or registered assigns as hereinafter provided, by the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount on the dates hereinafter provided, subject to the terms and conditions of this Municipal Revenue Obligation.

The Municipal Revenue Obligation is hereby issued in the total principal amount hereinabove identified, with interest accruing at the rate of 6% per annum calculated on a simple interest basis with interest beginning upon the receipt by the Developer of the first payment on the MRO, and payable pursuant to this Municipal Revenue Obligation and Article IV of the Development Agreement executed between the City and the Developer, dated _____, 2026 (the “Development Agreement”). Terms that are capitalized in this Municipal Revenue Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The City shall pay to Developer the Principal Amount, solely from Available Tax Increment from the construction of phase I under the terms and conditions provided in this Development Agreement. This Municipal Revenue Obligation is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

2. *Limited Obligation of City.* This Obligation shall not constitute a charge against the City’s general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds except from the Available Tax Increment, and then only to the extent and in the manner herein specified and in the Development Agreement.

3. *Subject to Annual Appropriations.* Each payment under this Obligation shall be subject to annual appropriation by the City in accordance with the requirements for revenue obligations and in a manner approved by the City's bond counsel and in accordance with the Development Agreement.

4. *Prepayment Option.* To satisfy in full the City's obligations under this Obligation, the City shall have the right to prepay all or a portion of the outstanding balance of this Obligation at any time, at par and without penalty.

5. *Non-transferrable.* This Municipal Revenue Obligation is non-transferable except upon prior written consent of the City, which consent is entirely at the discretion of the City and the City may withhold consent for any reason, provided that the Developer may, upon notice to the City, collaterally assign its right, title, and interest in and to the Municipal Revenue Obligation, in whole or in part, to any mortgage lender(s) in connection with the construction of the Development (defined in the Development Agreement), and the City agrees to acknowledge the foregoing collateral assignment in an agreement with the lender(s), in form and manner as approved by City Attorney.

6. *Miscellaneous.* This Obligation is subject to the laws of the State of Wisconsin governing tax incremental financing and to the Development Agreement.

Dated this _____ day of _____, 20____.

CITY OF LODI

BY: _____
Ann Groves Lloyd, Mayor

BY: _____
Arissa Watkins, City Clerk

MUNICIPAL REVENUE OBLIGATION FOR PHASE II

United States of America \$1,540,000.00
State of Wisconsin
County of Columbia
City of Lodi

Maturity Original
Date Issue Date
15 years from the first tax increment payment _____, 20__

DEVELOPER: 103 Pleasant, LLC

PRINCIPAL AMOUNT: one million five hundred forty thousand DOLLARS (\$1,540,000.00)

THE CITY OF LODI, WISCONSIN (the “City”), for value received, hereby acknowledges itself to owe and promises to pay to the Developer hereinabove identified, or registered assigns as hereinafter provided, by the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount on the dates hereinafter provided, subject to the terms and conditions of this Municipal Revenue Obligation.

The Municipal Revenue Obligation is hereby issued in the total principal amount hereinabove identified, with interest accruing at the lesser of the rate of 6% per annum or the actual rate of financing on a permanent first mortgage for the phase II, calculated on a simple interest basis with interest beginning upon the receipt by the Developer of the first payment on the MRO, and payable pursuant to this Municipal Revenue Obligation and Article IV of the Development Agreement executed between the City and the Developer, dated _____, 2026 (the “Development Agreement”). Terms that are capitalized in this Municipal Revenue Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The City shall pay to Developer the Principal Amount, solely from Available Tax Increment from the construction of phase II under the terms and conditions provided in this Development Agreement. This Municipal Revenue Obligation is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

2. *Limited Obligation of City.* This Obligation shall not constitute a charge against the City’s general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds except from the Available Tax Increment, and then only to the extent and in the manner herein specified and in the Development Agreement.

MUNICIPAL REVENUE OBLIGATION FOR PHASE III

United States of America \$1,360,000.00
State of Wisconsin
County of Columbia
City of Lodi

Maturity Original
Date Issue Date
15 years from the first tax increment payment _____, 20__

DEVELOPER: 103 Pleasant, LLC

PRINCIPAL AMOUNT: one million three hundred sixty thousand DOLLARS (\$1,360,000.00)

THE CITY OF LODI, WISCONSIN (the “City”), for value received, hereby acknowledges itself to owe and promises to pay to the Developer hereinabove identified, or registered assigns as hereinafter provided, by the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount on the dates hereinafter provided, subject to the terms and conditions of this Municipal Revenue Obligation.

The Municipal Revenue Obligation is hereby issued in the total principal amount hereinabove identified, with interest accruing at the lesser rate of 6% per annum or the actual rate of financing on a permanent first mortgage for the phase calculated on a simple interest basis with interest beginning upon the receipt by the Developer of the first payment on the MRO, and payable pursuant to this Municipal Revenue Obligation and Article IV of the Development Agreement executed between the City and the Developer, dated _____, 2026 (the “Development Agreement”). Terms that are capitalized in this Municipal Revenue Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The City shall pay to Developer the Principal Amount, solely from Available Tax Increment from the construction of phase III under the terms and conditions provided in this Development Agreement. This Municipal Revenue Obligation is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

2. *Limited Obligation of City.* This Obligation shall not constitute a charge against the City’s general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds except from the Available Tax Increment, and then only to the extent and in the manner herein specified and in the Development Agreement.

EXHIBIT D

ESTIMATED PROJECT COSTS TO BE INCURRED BY THE DEVELOPER WITHIN EACH PHASE

Exhibit D - Estimated Development Costs:

PRIMARY TERRACE DEVELOPMENT

103 Pleasant Street, Lodi, WI 53555

Phase 1a: Land Preperation and Entitlement

Acquisition		
Land Acquisition & Fees	\$	566,000
Engineering & Soft Costs		
Design, Survey & Engineering	\$	110,000
Prof. Services, Admin, Insurance	\$	50,000
Site Prep		
Abatement of Haz. Materials	\$	50,000
Demolition of School & Site	\$	300,000
Site Utilities	\$	250,000
Retaining Wall (stone)	\$	90,000
General Cond., supplies, safety	\$	30,000
Subtotal	\$	1,446,000

Phase 1b: 13-Unit Townhome Development

Engineering & Soft Costs	\$	400,000
Admin, Permits, Overhead		
Site Work	\$	350,000
Stair Replacement (on Outlot 1)	\$	100,000
less refund 50% from City	\$	(50,000)
Building Hard Costs	\$	5,200,000
Subtotal	\$	6,000,000

Phase 2: 50-Unit Sr. Indep. Living RCAC Development

Engineering & Soft Costs	\$	500,000
Admin, Permits, Overhead		
Site Work	\$	350,000
Building Hard Costs	\$	11,000,000
Subtotal	\$	11,850,000

Phase 3: 49-Unit Apartment Building Development

Engineering & Soft Costs	\$	500,000
Admin, Permits, Overhead		
Site Work	\$	350,000
Walking Trails (on Outlot 1)	\$	90,000
Building Hard Costs	\$	10,500,000
Subtotal	\$	11,440,000

Grand Total Estimate:	\$	30,736,000
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EXHIBIT E

ESTIMATED TAX INCREMENT SCHEDULE AND ESTIMATED SCHEDULE OF REIMBURSEMENT PAYMENTS FOR ELIGIBLE PROJECT COSTS



City of Lodi, Wisconsin
Top of Lodi - Townhomes (For-Sale)
 Tax Increment Projection Worksheet - TID# 5

Equalized Tax Rate (Interim Rate)		
County	0.003190034	
City	0.005191139	
School District	0.008082428	
Tech College	0.000633877	
Equalized Tax Rate (Interim Tax Rate)	0.017097478	

Estimate Fair Market Value (Equalized Value)		
Units	13	
Value per Unit	539,231	

Note: Value based on City Assessor estimate

Variables		
Projected Annual Change in Fair Market Value	0.00%	
Projected Annual Change in Tax Rate	0.00%	
Tax-Exempt Discount Interest Rate (City PV)	0.000%	
Taxable Discount Interest Rate (Developer PV)	6.00%	
Construction Year (Base Year)	2025	
Year 1 Completion Percentage	10%	
Year 2 Completion Percentage	85%	
Base Year Value	-	
Initial Change to Tax Rates (Assessed and Equalized)	100.0%	

Property Tax Estimate		
Estimated Fair Market Value (Equalized Value)	7,010,000	
Aggregate Ratio (WI DOR, aka Assess. Ratio)	0.871090572	
Assessed Value (Equalized Value x Agg Ratio)	6,106,345	
Assessed Tax Rate (Net Mill Rate)	17.433960	
Adjusted Assessed Tax Rate (Net Mill Rate)	17.433960	
Property Taxes (Assessed Value x Net Mill Rate)	106,458	

TIF Estimate		
Estimated Fair Market Value (Equalized Value)	7,010,000	
Equalized Tax Rate (aka Interim Rate)	17.097478	
Adjusted Equalized Tax Rate (aka Interim Rate)	17.097478	
Gross TIF Estimate (Current year dollars)	119,853	
Developer Share of TIF (Less Admin Fee)	85%	
Net Developer Annual TIF	101,875	

PID or PIDs and Street Address		

TID Year	Construction Year	Valuation Year	Revenue Year	Base Value	Equalized Value	Value Increment	Equalized Tax Rate	Gross TIF	City/Village Share: 15%		Developer Share: 85%		Cumm. TIF
									Annual TIF	TIF PV @ 0.000%	Annual TIF	TIF PV @ 6.000%	
11	2025	2026	2027	0	701,000	701,000	17.097478	11,985	1,798	1,798	10,188	9,067	10,188
12	2026	2027	2028	0	5,958,500	5,958,500	17.097478	101,875	15,281	17,079	86,594	81,773	96,782
13	2027	2028	2029	0	7,010,000	7,010,000	17.097478	119,853	17,978	35,057	101,875	162,468	198,657
14	2028	2029	2030	0	7,010,000	7,010,000	17.097478	119,853	17,978	53,035	101,875	238,595	300,532
15	2029	2030	2031	0	7,010,000	7,010,000	17.097478	119,853	17,978	71,013	101,875	310,413	402,408
16	2030	2031	2032	0	7,010,000	7,010,000	17.097478	119,853	17,978	88,991	101,875	378,166	504,283
17	2031	2032	2033	0	7,010,000	7,010,000	17.097478	119,853	17,978	106,969	101,875	442,084	606,158
18	2032	2033	2034	0	7,010,000	7,010,000	17.097478	119,853	17,978	124,947	101,875	502,384	708,033
19	2033	2034	2035	0	7,010,000	7,010,000	17.097478	119,853	17,978	142,925	101,875	559,270	809,909
20	2034	2035	2036	0	7,010,000	7,010,000	17.097478	119,853	17,978	160,903	101,875	612,937	911,784
21	2035	2036	2037	0	7,010,000	7,010,000	17.097478	119,853	17,978	178,881	101,875	663,566	1,013,659
22	2036	2037	2038	0	7,010,000	7,010,000	17.097478	119,853	17,978	196,859	101,875	711,329	1,115,535
23	2037	2038	2039	0	7,010,000	7,010,000	17.097478	119,853	17,978	214,837	101,875	756,388	1,217,410
24	2038	2039	2040	0	7,010,000	7,010,000	17.097478	119,853	17,978	232,815	101,875	798,897	1,319,285
25	2039	2040	2041	0	7,010,000	7,010,000	17.097478	119,853	17,978	250,793	101,875	839,000	1,421,161

City of Lodi, Wisconsin

Top of Lodi - RCAC

Tax Increment Projection Worksheet - TID# 5

Equalized Tax Rate (Interim Rate)		
County		0.003190034
City		0.005191139
School District		0.008082428
Tech College		0.000633877
Equalized Tax Rate (Interim Tax Rate)		0.017097478

Estimate Fair Market Value (Equalized Value)		
Units		50
Value per Unit		250,000

Note: Value based on City Assessor estimate

Variables		
Projected Annual Change in Fair Market Value		0.00%
Projected Annual Change in Tax Rate		0.00%
Tax-Exempt Discount Interest Rate (City PV)		0.000%
Taxable Discount Interest Rate (Developer PV)		6.00%
Construction Year (Base Year)		2026
Year 1 Completion Percentage		40%
Year 2 Completion Percentage		80%
Base Year Value		-
Initial Change to Tax Rates (Assessed and Equalized)		100.0%

Property Tax Estimate		
Estimated Fair Market Value (Equalized Value)		12,500,000
<u>Aggregate Ratio (WI DOR, aka Assess. Ratio)</u>		0.871090572
Assessed Value (Equalized Value x Agg Ratio)		10,888,632
Assessed Tax Rate (Net Mill Rate)		17.433960
Adjusted Assessed Tax Rate (Net Mill Rate)		17.433960
Property Taxes (Assessed Value x Net Mill Rate)		189,832

TIF Estimate		
Estimated Fair Market Value (Equalized Value)		12,500,000
Equalized Tax Rate (aka Interim Rate)		17.097478
Adjusted Equalized Tax Rate (aka Interim Rate)		17.097478
Gross TIF Estimate (Current year dollars)		213,718
Developer Share of TIF (Less Admin Fee)		85%
Net Developer Annual TIF		181,661

PID or PIDs and Street Address		

TID Year	Construction Year	Valuation Year	Revenue Year	Base Value	Equalized Value	Value Increment	Equalized Tax Rate	Gross TIF	City/Village Share: 15%		Developer Share: 85%		Cumm. TIF
									Annual TIF	TIF PV @ 0.000%	Annual TIF	TIF PV @ 6.000%	
12	2026	2027	2028	0	5,000,000	5,000,000	17.097478	85,487	12,823	12,823	72,664	64,671	72,664
13	2027	2028	2029	0	10,000,000	10,000,000	17.097478	170,975	25,646	38,469	145,329	186,692	217,993
14	2028	2029	2030	0	12,500,000	12,500,000	17.097478	213,718	32,058	70,527	181,661	330,584	399,654
15	2029	2030	2031	0	12,500,000	12,500,000	17.097478	213,718	32,058	102,585	181,661	466,331	581,314
16	2030	2031	2032	0	12,500,000	12,500,000	17.097478	213,718	32,058	134,643	181,661	594,395	762,975
17	2031	2032	2033	0	12,500,000	12,500,000	17.097478	213,718	32,058	166,700	181,661	715,210	944,636
18	2032	2033	2034	0	12,500,000	12,500,000	17.097478	213,718	32,058	198,758	181,661	829,186	1,126,296
19	2033	2034	2035	0	12,500,000	12,500,000	17.097478	213,718	32,058	230,816	181,661	936,711	1,307,957
20	2034	2035	2036	0	12,500,000	12,500,000	17.097478	213,718	32,058	262,874	181,661	1,038,149	1,489,618
21	2035	2036	2037	0	12,500,000	12,500,000	17.097478	213,718	32,058	294,932	181,661	1,133,846	1,671,279
22	2036	2037	2038	0	12,500,000	12,500,000	17.097478	213,718	32,058	326,989	181,661	1,224,125	1,852,939
23	2037	2038	2039	0	12,500,000	12,500,000	17.097478	213,718	32,058	359,047	181,661	1,309,295	2,034,600
24	2038	2039	2040	0	12,500,000	12,500,000	17.097478	213,718	32,058	391,105	181,661	1,389,644	2,216,261
25	2039	2040	2041	0	12,500,000	12,500,000	17.097478	213,718	32,058	423,163	181,661	1,465,444	2,397,921
26	2040	2041	2042	0	12,500,000	12,500,000	17.097478	213,718	32,058	455,220	181,661	1,536,954	2,579,582

City of Lodi, Wisconsin

Top of Lodi - Apartments

Tax Increment Projection Worksheet - TID# 5

Equalized Tax Rate (Interim Rate)	
County	0.003190034
City	0.005191139
School District	0.008082428
Tech College	0.000633877
Equalized Tax Rate (Interim Tax Rate)	0.017097478

Estimate Fair Market Value (Equalized Value)	
Units	49
Value per Unit	225,000

Note: Value based on City Assessor estimate

Variables	
Projected Annual Change in Fair Market Value	0.00%
Projected Annual Change in Tax Rate	0.00%
Tax-Exempt Discount Interest Rate (City PV)	0.000%
Taxable Discount Interest Rate (Developer PV)	6.00%
Construction Year (Base Year)	2027
Year 1 Completion Percentage	40%
Year 2 Completion Percentage	80%
Base Year Value	-
Initial Change to Tax Rates (Assessed and Equalized)	100.0%

Property Tax Estimate	
Estimated Fair Market Value (Equalized Value)	11,025,000
<u>Aggregate Ratio (WI DOR, aka Assess. Ratio)</u>	0.871090572
Assessed Value (Equalized Value x Agg Ratio)	9,603,774
Assessed Tax Rate (Net Mill Rate)	17.433960
Adjusted Assessed Tax Rate (Net Mill Rate)	17.433960
Property Taxes (Assessed Value x Net Mill Rate)	167,432

TIF Estimate	
Estimated Fair Market Value (Equalized Value)	11,025,000
Equalized Tax Rate (aka Interim Rate)	17.097478
Adjusted Equalized Tax Rate (aka Interim Rate)	17.097478
Gross TIF Estimate (Current year dollars)	188,500
Developer Share of TIF (Less Admin Fee)	85%
Net Developer Annual TIF	160,225

PID or PIDs and Street Address

TID Year	Construction Year	Valuation Year	Revenue Year	Base Value	Equalized Value	Value Increment	Equalized Tax Rate	Gross TIF	City/Village Share: 15%		Developer Share: 85%		Cumm. TIF
									Annual TIF	TIF PV @ 0.000%	Annual TIF	TIF PV @ 6.000%	
13	2027	2028	2029	0	4,410,000	4,410,000	17.097478	75,400	11,310	11,310	64,090	57,040	64,090
14	2028	2029	2030	0	8,820,000	8,820,000	17.097478	150,800	22,620	33,930	128,180	164,662	192,270
15	2029	2030	2031	0	11,025,000	11,025,000	17.097478	188,500	28,275	62,205	160,225	291,575	352,494
16	2030	2031	2032	0	11,025,000	11,025,000	17.097478	188,500	28,275	90,480	160,225	411,304	512,719
17	2031	2032	2033	0	11,025,000	11,025,000	17.097478	188,500	28,275	118,755	160,225	524,256	672,944
18	2032	2033	2034	0	11,025,000	11,025,000	17.097478	188,500	28,275	147,030	160,225	630,815	833,169
19	2033	2034	2035	0	11,025,000	11,025,000	17.097478	188,500	28,275	175,305	160,225	731,342	993,393
20	2034	2035	2036	0	11,025,000	11,025,000	17.097478	188,500	28,275	203,580	160,225	826,179	1,153,618
21	2035	2036	2037	0	11,025,000	11,025,000	17.097478	188,500	28,275	231,855	160,225	915,647	1,313,843
22	2036	2037	2038	0	11,025,000	11,025,000	17.097478	188,500	28,275	260,130	160,225	1,000,052	1,474,068
23	2037	2038	2039	0	11,025,000	11,025,000	17.097478	188,500	28,275	288,405	160,225	1,079,679	1,634,292
24	2038	2039	2040	0	11,025,000	11,025,000	17.097478	188,500	28,275	316,679	160,225	1,154,798	1,794,517
25	2039	2040	2041	0	11,025,000	11,025,000	17.097478	188,500	28,275	344,954	160,225	1,225,666	1,954,742
26	2040	2041	2042	0	11,025,000	11,025,000	17.097478	188,500	28,275	373,229	160,225	1,292,522	2,114,967
27	2041	2042	2043	0	11,025,000	11,025,000	17.097478	188,500	28,275	401,504	160,225	1,355,594	2,275,191