*PROPOSED pgs 1-14

SUBDIVISION AGREEMENT

(Spartans Subdivision Development)

THIS SUBDIVISION AGREEMENT ("AGREEMENT") is made and entered into this ___ day of _____, 2025, by and between TJ'S CONSTRUCTION, LLC, a Wisconsin Limited Liability Company, its successors, assigns and future owners of the PROPERTY, ("DEVELOPER") and the VILLAGE OF ROSENDALE ("VILLAGE").

RECITALS

WHEREAS, the TJ'S CONSTRUCTION LLC is the fee simple owner of the following real estate located within the VILLAGE:

> UNPL LAND S35 T16N R15E PT OF SE 1/4 SW 1/4 COM AT SW COR TH N 364.5' E 33' TO P/O/B TH N 676.7' E 511.85' S 677.1' W 515.24' TO BEG AS REC IN V439-407 8A
>
> All above lying and being in the Village of Rosendale, Fond du Lac County, Wisconsin ("PROPERTY"); and

WHEREAS, DEVELOPER desires to develop the PROPERTY for the construction and sale of twenty-four (24) single-family homes and seven (7) dual lots for single-family homes or twindominiums (duplex type residential structures) known as School Field Subdivision ("DEVELOPMENT"), which includes certain public improvements described on Exhibit "A" attached hereto ("PUBLIC IMPROVEMENTS" or "IMPROVEMENTS"); and

WHEREAS, said land is currently zoned R-1 Single Family Residential (to include twindominiums) and the proposed DEVELOPMENT conforms to said zoning classification; and

WHEREAS, the VILLAGE seeks to protect the health, safety and general welfare of the community by requiring the completion of the various improvements in the DEVELOPMENT and thereby to limit the harmful effects of substandard development; and

WHEREAS, the applicable provisions of the Code of Ordinances for the Village of Rosendale and County of Fond du Lac require that provisions be made for the installation of road, culvert and drainage detention improvements to serve the DEVELOPMENT. Said provisions further require oversight on the part of the VILLAGE as to the nature of the improvements, drainage for the PROPERTY and the size and designs of the lots; and

WHEREAS, the purpose of this AGREEMENT is to protect the VILLAGE from the cost of completing the public improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the DEVELOPMENT or for the benefit of lot or home buyers in the DEVELOPMENT; and

WHEREAS, the purpose of this AGREEMENT includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs; and

WHEREAS, this AGREEMENT is made for the mutual benefit of the DEVELOPER and the VILLAGE in order that land development requirements will be fully complied with; and

WHEREAS the VILLAGE will be injured in the event of the DEVELOPER'S failure to fully and completely perform the requirements of this AGREEMENT even if construction has not yet been commenced. Accordingly, the parties agree that the terms and provisions of the AGREEMENT may be enforced by the VILLAGE even if construction has not begun; and

WHEREAS, the mutual promises, covenants, and obligations contained in this AGREEMENT are authorized by state law and the VILLAGE'S Code of Ordinances; and

WHEREAS, DEVELOPER agrees to develop the PROPERTY in accordance with this AGREEMENT and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances; and

WHEREAS, it is the intention of the parties that this AGREEMENT specifically set forth the terms and conditions governing the development of the PROPERTY; and

WHEREAS, the DEVELOPER now wishes to proceed with the installation of PUBLIC IMPROVEMENTS, as indicated in the approved Construction Plans and Specifications, Exhibit B, and proposed final plat, Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the approval of the DEVELOPMENT is contingent upon the execution of this AGREEMENT, and submittal of all documents required by this AGREEMENT, and

WHEREAS, this AGREEMENT currently contains the following exhibits, all of which are incorporated herein as if fully set forth:

Exhibit A: Preliminary Plat, titled School Field Subdivision dated May 20, 2025.

Exhibit B: "Construction Plans" and specifications dated May 20, 2025.

Exhibit C: "Construction Schedule", titled Spartans Subdivision Construction Schedule.

WHEREAS, the Plan Commission on _____ ___, 2025 recommended approval of the Final Plat and the Village Board on _____ ___, 2025 approved Resolution _____, which approved of the DEVELOPMENT with conditions;

WHEREAS, the Plan Commission on _____ ___, 2025 recommended approval of the AGREEMENT and the Village Board on _____ ___, 2025 approved the AGREEMENT;

NOW THEREFORE, in consideration of the granting of approval for the development of the PROPERTY and allowing the DEVELOPER to install the needed public improvements, the DEVELOPER agrees to develop the PROPERTY complete with all improvements outlined herein, in accordance with terms and conditions of this AGREEMENT and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the VILLAGE BOARD and regulations of the VILLAGE.

ARTICLE I
GENERAL CONDITIONS

A. General

1. DEVELOPER has prepared plans for PUBLIC IMPROVEMENTS, which plans have been presented to and approved by the VILLAGE.

2. DEVELOPER shall construct and install, at its own expense, those on-site and off-site subdivision improvements listed on the Exhibit's attached hereto and incorporated herein by this reference ("PUBLIC IMPROVEMENTS").

3. A Subdivision Plat substantially conforming to the criteria of Wisconsin Statutes and the VILLAGE Municipal Code, constituting the DEVELOPMENT, has been or shall be recorded at DEVELOPER's sole expense.

4. Prior to the start of construction., DEVELOPER shall provide certificates of insurance to the VILLAGE with respect to the following forms of coverage and with limited not less than as stated hereunder, statutory limits for Workers Compensation; Commercial General Liability Insurance limits of $5,000,000.00 for each occurrence and general aggregate; and Automotive Liability coverage with minimum limits of $2,000,000.00 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis. Coverages listed may be obtained with individual polices or in combination with excess or umbrella coverages. The policies shall be written by an insurance company licensed to do business in Wisconsin. DEVELOPER shall provide not less than 30 days written notice of the VILLAGE prior to change, modification or termination of said policy. Such notice provisions shall be in the unconditional affirmative,

phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

B. Contractors Engaged By DEVELOPER

The DEVELOPER agrees to engage Contractors/Subcontractors acceptable to VILLAGE ENGINEER (all future references to VILLAGE ENGINEER shall also include any designated entities and/or individuals which are acting in the VILLAGE ENGINEER'S place) for all construction related to the IMPROVEMENTS included in this AGREEMENT who shall perform such work to the standards of the VILLAGE and who shall comply with every requirement of the VILLAGE'S Code of Ordinances in performing such work. The DEVELOPER shall further provide the VILLAGE ENGINEER with the names of all contractors and their subcontractors, with the classification of the work they will perform, not less than seven (7) calendar days, prior to any work beginning. The VILLAGE ENGINEER shall have the right to reasonably reject any Contractor submitted.

C. VILLAGE Approval of Starting Dates

The DEVELOPER further agrees that no work shall be scheduled for the above-mentioned IMPROVEMENTS without the VILLAGE ENGINEER'S/designee approval of starting date and Construction Schedule (Exhibit C). Further, no building permits shall be issued until all necessary approvals have been made by the VILLAGE and a drivable year-round roadway, with ditches, per VILLAGE approved specifications, has been installed.

D. Change Order to Work

The DEVELOPER further agrees that the VILLAGE shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written AGREEMENTS between the VILLAGE and the DEVELOPER. Said changes are to be in writing, executed by both parties, and are to be attached as exhibits and incorporated herein.

E. Acceptance of Work

DEVELOPER'S ENGINEER shall, upon completion of the PUBLIC IMPROVEMENTS, supply the VILLAGE with "As Built Drawings/Records" in two (2) forms: (1) hard copy and (2) digital. The VILLAGE ENGINEER shall inspect the PUBLIC IMPROVEMENTS as they are completed and, if acceptable to the VILLAGE ENGINEER, certify such IMPROVEMENTS as being in compliance with the standards and specifications of the VILLAGE. Such inspection and certification, if appropriate, will occur within forty-eight (48) hours of written notice by the DEVELOPER of DEVELOPER'S desire to have the VILLAGE inspect a PUBLIC IMPROVEMENT, unless an extension is reasonably necessary due to circumstances beyond the control of the VILLAGE or the VILLAGE ENGINEER. Before obtaining certification of any such PUBLIC IMPROVEMENT, the DEVELOPER shall present to the VILLAGE valid lien waivers from all persons providing materials or performing work on the IMPROVEMENT for which

certification is sought. Certification by the VILLAGE ENGINEER does not constitute a waiver by the VILLAGE of the right to draw funds under the letter of credit on account of defects in or failure of any IMPROVEMENTS that is detected or which occurs following such certification.

The DEVELOPER further agrees that the dedication of right-of-way PUBLIC IMPROVEMENTS and the required PUBLIC IMPROVEMENTS will not be accepted by the VILLAGE until they have been paid in full and affidavits and lien waivers are received by the VILLAGE indicating that the Contractors and its suppliers have been paid in full for all work and materials furnished under this AGREEMENT.

The DEVELOPER agrees to provide for maintenance and repair of all required PUBLIC IMPROVEMENTS until such PUBLIC IMPROVEMENTS are formally accepted by the VILLAGE through Resolution.

The VILLAGE will provide timely notice to the DEVELOPER whenever inspection reveals that an improvement does not conform to the standards and specifications shown on Exhibit B or is otherwise defective. The DEVELOPER shall have twenty (20) days from the issuance of such notice to correct or substantially correct the defect. The VILLAGE shall not declare a default under this AGREEMENT during the twenty (20) day correction period on account of any such defect unless it is clear the DEVELOPER does not intend to correct the defect or unless the VILLAGE determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. The DEVELOPER shall have no right to correct defects in or failure of any PUBLIC IMPROVEMENT found to exist or occurring after the VILLAGE accepts dedication of the PUBLIC IMPROVEMENT(S). The VILLAGE shall accept dedication of the improvements within forty-five (45) days after the DEVELOPER submits a request for such dedication and the DEVELOPER has complied with all requirements hereunder.

F. Time of Completion

All work specified herein will be completed in accordance with the approved construction schedule (Exhibit C) as submitted and approved by the VILLAGE ENGINEER. (insert language so this can be amended if need be)

G. Estimate of Costs

The estimate of Public Improvement Costs, List of Work and Responsibility for Development (Exhibit A) shall be prepared by DEVELOPER and must be approved by VILLAGE'S ENGINEER prior to commencement of work. The VILLAGE ENGINEER may change the estimates or any other provisions contained therein as he or she deems appropriate.

H. Indemnification and Insurance Required of Private Contractors

The DEVELOPER hereby expressly agrees to indemnify and hold the VILLAGE and its agents harmless from and against all claims, costs and liability

of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of its performance of work at the development site and elsewhere pursuant to this AGREEMENT. The DEVELOPER further agrees to aid and defend the VILLAGE or its agents (at no cost to the VILLAGE or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this AGREEMENT except where such suit is brought by the DEVELOPER. The DEVELOPER is not an agent or employee of the VILLAGE.

The DEVELOPER shall require all Contractors engaged in the construction of this project to comply with the requirements of this AGREEMENT pertaining to damage claims, indemnification of the VILLAGE, and providing insurance coverages that are established by the VILLAGE. The DEVELOPER shall also require Contractors engaged in the construction of this project to maintain a correct Certificate of Insurance on file with the VILLAGE Clerk.

I. Guaranty of the Work

The DEVELOPER agrees to guarantee and warrant all work performed under this contract against defects in workmanship or materials. Said guarantee and warranty shall extend, as to each individual improvement, for a period of one (1) year from the date of VILLAGE BOARD acceptance of each individual improvement. If any defect should appear during the guarantee period, the DEVELOPER agrees to make required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of IMPROVEMENTS on lands where the repairs or replacement is required.

All guarantees or warranties for materials or workmanship which extend beyond the above one (1) year guarantee period shall be assigned by the DEVELOPER to the VILLAGE (as beneficiary).

J. Surety

1. Letter of Credit:
   Prior to the commencement of any construction hereunder, the DEVELOPER shall furnish a separate Irrevocable Letter of Credit (or other acceptable surety) to the VILLAGE for construction of Public Improvements of the development. The Letter of Credit shall be the amount of 110% of the actual successful bid amount (including but not limited to contingencies) for the Public Improvements. However, if during the performance of the work, DEVELOPER's contractor determines that the bid amount was not accurate, and a change order is required, the amount of the Letter of Credit may be amended downward or upward depending upon the effect of the change order on the actual cost of the improvement construction. The DEVELOPER shall have an obligation to immediately inform the VILLAGE of any change orders so that the Letter of Credit can be adjusted accordingly, prior to

construction. All requests for bids must be approved by the VILLAGE ENGINEER prior to the DEVELOPER submitting the request for bid to the public. This provision does not supercede DEVELOPER'S obligation to provide the VILLAGE ENGINEER with estimated costs of all improvements for the construction hereunder prior to the execution of this Agreement. The estimated construction costs shall be based on a basis of a unit price costs per item as specified in this Agreement. The Letter of Credit (or any renewal thereof) shall be payable to the VILLAGE and shall bear an expiration date no earlier than the completion of the one-year guaranty period for the last improvement constructed hereunder. The DEVELOPER agrees not to sell or lease affected individual or multiple lots or units in the DEVELOPMENT or commence construction of the Public Improvements prior to providing the VILLAGE with the Letter of Credit. The Letter of Credit shall be in such form and content as counsel to the VILLAGE may reasonably require.

2. Payment Under Letter of Credit:

Upon the DEVELOPER'S failure to timely correct defects in the Public Improvements, or failure to timely perform under this Agreement, the VILLAGE shall have the right to cure such defects and make such improvements. The VILLAGE shall be entitled to draw against the Letter of Credit as needed for payment of such costs. Such Letter of Credit shall be payable to the VILLAGE at any time upon the presentation of (i) a sight draft drawn on the issuing financial institution in the amount to which the VILLAGE is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized VILLAGE official stating that the DEVELOPER is in default of this Agreement; and (iii) the original Letter of Credit. The amount received under the Letter of Credit shall be used by the VILLAGE only for the purposes specified in this Agreement. The VILLAGE may use the money to pay private contractors directly for materials, labor, or any services rendered under contract with or on behalf of the VILLAGE. The Letter may be used to reimburse the VILLAGE for payments made by the VILLAGE to provide contractors and/or reimburse the VILLAGE for the reasonable value of any materials, labor or services the VILLAGE supplies or provides in connection with the project should the DEVELOPER fail to perform. The account may also be used by the VILLAGE to pay or reimburse the VILLAGE for all engineering, inspection, consulting, legal fees, administrative and fiscal costs incurred or services performed at its costs, by or on behalf of the VILLAGE in connection with such project should the DEVELOPER fail to perform. When making payments to contractors, the VILLAGE shall obtain or provide lien waivers or affidavits as it deems appropriate, and provide the DEVELOPER with a reasonable accounting.

3. Reduction of Letter of Credit:

As work progresses on installation of the Public Improvements constructed as part of this Agreement, the VILLAGE ENGINEER, upon written request from the DEVELOPER from time to time, is authorized to recommend to the VILLAGE Clerk a reduction in the amount of surety as hereinafter provided. When portions of construction are completed by the DEVELOPER and determined to be acceptable by the VILLAGE ENGINEER, the VILLAGE Clerk is authorized, upon submission of lien waivers by the DEVELOPER'S contractors, to reduce the amount of surety. The balance of the Letter of Credit, after any reduction, shall be adequate in amount to cover all remaining costs, plus ten percent (10%). However, the total amount of surety shall never be reduced to an amount less than 10.0% of the total cost of the Public Improvements constructed pursuant to this Agreement, which surety shall remain available to the VILLAGE through the one (1) year guarantee period specified in this Agreement.

K. Compliance With Law

The DEVELOPER shall comply with all relevant laws, ordinances, and regulations in effect at the time of execution of this Agreement when fulfilling its obligations under this AGREEMENT. When necessary to protect public health, the DEVELOPER shall be subject to laws, ordinances and regulations that become effective after execution of this Agreement, unless compliance would cause an unreasonable hardship on the DEVELOPER due to work already being completed.

L. Specifications for IMPROVEMENTS

The DEVELOPER shall be required to fully comply with any and all provisions of the VILLAGE Ordinances. The DEVELOPER shall, as far as practicable, employ grading, erosion control and other environmental protection measures as specified in the "Wisconsin Construction Site Best Management Practice Handbook". The road to be installed, which represents the only public improvement to be constructed upon the premises, shall be completed in conformity with the Ordinances of the VILLAGE and in accordance with the terms and conditions of the plan submitted to the VILLAGE and approved by the VILLAGE, and attached hereto under various exhibits. All work shall be done in accordance with established engineering practices and procedures. Where a conflict may exist between the consultants or VILLAGE ENGINEER, the VILLAGE ENGINEER's direction shall be given preference. Both parties agree to use reasonable efforts to establish the appropriate engineering practices as to design and implementation of the project.

M. DEVELOPER to Reimburse the VILLAGE for Costs Sustained

1. Unless otherwise specified herein, the DEVELOPER shall reimburse the VILLAGE for its actual cost of design, inspection,

testing, construction, and associated legal and consulting fees for the required IMPROVEMENTS, so long as these changes are reasonable and customary. The VILLAGE'S costs shall be determined as follows:

a. The cost of VILLAGE equipment employed.

b. The cost of mileage reimbursed to VILLAGE employees which is attributed to the land division.

c. The actual costs of VILLAGE materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed fifteen percent (15%) of the cost of the materials.

d. The costs incurred, including legal and consulting costs, incurred by the VILLAGE in connection with the review and approval of the final plat of subdivision as well as the cost for review and approval of other related documents including deed restrictions.

e. All consultant fees, including legal and engineering, associated with the IMPROVEMENTS at the invoiced amount plus administrative costs.

f. The VILLAGE shall invoice DEVELOPER for costs under this section periodically during improvement construction as incurred.

N. DEVELOPER'S Designated Project Managers

The DEVELOPER hereby appoints Chad Vandeberg of TJ's Construction, LLC, and/or assigns, as the Project Manager. Said individual shall act as the DEVELOPER'S representative during the construction phase of the installation of these IMPROVEMENTS. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours, the Project Manager shall be available for emergency situations at the following telephone number: (920) 948-9868. The mailing address for this construction project shall be as follows:

TJ's Construction LLC
6762 Giebel Road
Eldorado, WI 54932

O. VILLAGE Designated Inspector

VILLAGE hereby appoints the VILLAGE ENGINEER, presently J.E. Arthur and Associates, Inc., or its designee, as the Project Inspector. Any correspondence or notifications by the VILLAGE'S ENGINEER may be made to the Project Manager designated in paragraph N. above.

P. Tax Incremental District (TID)

In order to stimulate economic growth, VILLAGE shall create a Tax Incremental District (TID) for the project to provide DEVELOPER Four Hundred Thousand Dollars ($400,000.00) and to be payable on an annual basis in an amount equal to all taxes received until the $400,000.00 is paid in full to DEVELOPER.

ARTICLE II
SUPPLEMENTAL GENERAL CONDITIONS

A. No Vested Rights Granted

Except as provided by law, or as expressly provided in this AGREEMENT, no vested right in connection with this project shall inure to the DEVELOPER. Nor does the VILLAGE warrant by this AGREEMENT that the DEVELOPER is entitled to any other approvals required.

B. No Waiver

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, nor shall any waiver by either party of a default under this AGREEMENT be deemed a waiver of any subsequent default or defaults of the same type. The VILLAGE'S failure to exercise any right under this AGREEMENT shall not constitute the approval of any wrongful act by the DEVELOPER or the acceptance of any IMPROVEMENT(S).

C. Amendment/Modification

This AGREEMENT may be amended or modified only by a written amendment approved and executed by the VILLAGE and the DEVELOPER.

D. Default

A default is defined herein as the DEVELOPER'S breach of, or failure to comply with, the terms of this AGREEMENT. The VILLAGE reserves to itself the right to draw on the letter of credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved final plat and prohibiting the transfer or sale of lots or not issuing building permits.

E. Entire AGREEMENT

This written AGREEMENT, and written amendments, and any referenced attachments thereto, shall constitute the entire AGREEMENT between the DEVELOPER and the VILLAGE.

F. Attorney's Fees

If the either party is required to resort to litigation, arbitration, or mediation to enforce the terms of this AGREEMENT, the non-prevailing party shall pay all the other party's costs including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

G. Time

For the purpose of computing the commencement, abandonment, and completion periods, and time periods for VILLAGE action, such times in which war, civil disasters, acts of God, shortages of labor or materials, or extreme weather conditions occur or exist shall not be included if such times prevent the DEVELOPER or VILLAGE from performing his/her obligations under this AGREEMENT.

H. Severability

If any part, term, or provision of this AGREEMENT is held by the courts 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 part, term, or provision was never part of the AGREEMENT.

I. Obligations and Benefits

The obligations and benefits conferred upon the DEVELOPER hereunder shall also confer upon the OWNER and GUARANTORS. The benefits of this AGREEMENT to the DEVELOPER, OWNER and GUARANTORS are personal and shall not be assigned without the express written approval of the VILLAGE. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this AGREEMENT are personal obligations of the DEVELOPER, OWNER and GUARANTORS and also shall be binding on the heirs, successors, and assigns of the DEVELOPER, OWNER and GUARANTORS. There is no prohibition on the right of the VILLAGE to assign its rights under this AGREEMENT. The VILLAGE shall release the original Letter of Credit hereunder if it accepts new security from any developer or lender who obtains the PROPERTY. However, no act of the VILLAGE shall constitute a release of the original DEVELOPER, OWNER and GUARANTORS from his/her/its liability under this AGREEMENT.

J. Immunity

Nothing contained in this AGREEMENT constitutes a waiver of the VILLAGE'S sovereign immunity under application law.

K. Notice

Any notice required or permitted by this AGREEMENT shall be deemed effective when personally delivered in writing or three (3) days after notice is

deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to DEVELOPER:	TJ's Construction LLC Attn: Chad Vandeberg 6762 Giebel Road Eldorado, WI 54932
If to VILLAGE	Village of Rosendale Attn: Emily Wirkus 211 N. Grant Street Rosendale, WI 54974

L. Recordation

The VILLAGE may record a copy of this AGREEMENT or Affidavit indicating the existence of this AGREEMENT in the Register of Deeds Office. All cost of recording shall be paid by the DEVELOPER.

M. Personal Jurisdiction and Venue

Personal jurisdiction and venue for any civil action commenced by either party to this AGREEMENT whether arising out of or relating to the AGREEMENT shall be deemed to be proper only if such action is commenced in Circuit Court for Fond du Lac County, Wisconsin. The DEVELOPER expressly waives his/her right to bring such action in or to remove such action to any other court whether state or federal.

N. Effective Date

This AGREEMENT shall be effective as of the date and year first written above.

SIGNATURE PAGE TO
SUBDIVISION AGREEMENT

(Spartans Subdivision Development)

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

TJ'S CONSTRUCTION, LLC:

By:_____
Chad Vandeberg
Authorized Member

STATE OF WISCONSIN)
)ss.
FOND DU LAC COUNTY)

Personally appeared before me this ____ day of _____, 2025, the abovenamed Chad Vandeberg, to me known to be the person who executed the foregoing agreement on behalf of TJ's Construction, LLC and by its authority.

_____
Name: _____
Notary Public, State of _____
My Commission expires: _____

SIGNATURE PAGE TO
SUBDIVISION AGREEMENT

(Spartans Subdivision Development)

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

VILLAGE OF ROSENDALE:

By:_____
Kurt Caramanidis
President

ATTEST:

_____
Emily Wirkus
Village Clerk

STATE OF WISCONSIN)
)ss.
FOND DU LAC COUNTY)

Personally appeared before me this ____ day of _____, 2025, the abovenamed Kurt Caramanidis and Emily Wirkus, to me known to be the persons who executed the foregoing agreement on behalf of Village of Rosendale and by its authority.

_____
Name: _____
Notary Public, State of _____
My Commission expires: _____

* End of Proposed agreement