

**COMMUNITY DEVELOPMENT**

**Economic Development:** (715) 839-4914

**Inspections:** (715) 839-4947

**Planning:** (715) 839-4914

**Fax:** (715) 839-4939

**ORD11673**

April 3, 2023

Wisconsin Department of Administration  
Municipal Boundary Review  
PO Box 1645  
Madison, WI 53701-1645



RE: Petition #14570

I have enclosed the Certificate of Annexation and plat attached thereto, of territory annexed to the City of Eau Claire, from the Town of Washington, pursuant to Section 66.0217(3), Wisconsin Statutes.

Sincerely,

Nicholas L. Koerner  
City Clerk

aks

Enclosures

**ORDINANCE NO. 7503**

**ORDINANCE ANNEXING TERRITORY TO THE CITY OF EAU CLAIRE.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

**WHEREAS**, the petitioned annexation is in the public interest, and is consistent with sound regional growth; and

**WHEREAS**, the territory petitioned for annexation is contiguous to the City of Eau Claire and is by shape, use, zoning, and homogeneity best served by the City of Eau Claire and consistent with statutory and legal standards for such annexations in the State of Wisconsin; and

**WHEREAS**, the City of Eau Claire is the second fastest growing city in the State of Wisconsin among cities with a population over 40,000 and additional land within the City of Eau Claire is needed to support such growth in an orderly, compact, efficient, and reasonable manner; and

**WHEREAS**, the Wisconsin Department of Administration reports that Eau Claire County was one of just 7 counties in Wisconsin that grew by over 2,000 residents between the 2020 and 2022 census; and

**WHEREAS**, the City of Eau Claire is expected to continue to grow in residents through at least 2027 according to respected demographic tracking sources adding additional need for housing units to what is a current deficit and recognized need for housing constructed at all income levels; and

**WHEREAS**, it is in the strong public interest that such growth occur in the petitioned territory on a more compact and sustainable growth pattern within the City of Eau Claire to protect our shared environment and especially the regional groundwater as Eau Claire County soil data indicates the subsurface soils in this area are not well suited for private septic systems, and the City of Eau Claire has a recently upgraded, state of the art, highly rated wastewater treatment plant that has adequate capacity to serve the annexation territory; and

**WHEREAS**, the City of Eau Claire is well positioned to provide municipal services necessary to support the expected growth and development in the proposed annexation territory including already providing the area with EMS emergency care, the timeliest available fire response from an upgraded station, a highly regarded police department, nearby city parks, a safe street and sidewalk system augmented by the state's second largest municipal trail systems; and

**WHEREAS**, all the electors and all of the private landowners that own all of the assessed value in the territory and more than 70% of the land by area, have petitioned for annexation expressing their preference to exercise their property and political rights within the City of Eau Claire;

**NOW THEREFORE**, it is hereby resolved as follows:

**Section 1. Territory Annexed.** In accordance with Section 66.0217 of the Wisconsin Statutes, the following described territory in the Town of Washington, Eau Claire County, Wisconsin, is annexed to the City of Eau Claire, Wisconsin.

**STEWART/HAUGE/CDPG DEVELOPERS, LLC ANNEXATION (Petition #14570)  
Town of Washington**

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 4, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 9, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 10, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 8, TOWNSHIP 26 NORTH, RANGE 9 WEST, ALL IN THE TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN. INCLUDING PART OF CERTIFIED SURVEY MAP NUMBER 3570, RECORDED IN VOLUME 20 OF CERTIFIED SURVEY MAPS ON PAGE 141-145 AS DOCUMENT NUMBER 1191808, PART OF OAK RIDGE RECORDED IN VOLUME 9 OF PLATS ON PAGE 18 AS DOCUMENT NUMBER 352050, ALL OF CERTIFIED SURVEY MAP NUMBER 780, RECORDED IN VOLUME 4 OF CERTIFIED SURVEY MAPS, ON PAGE 122-123, AS DOCUMENT NUMBER 610963. THE PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the East Quarter Corner of said Section 4;  
Thence S88°42'51"W, 1294.31 feet along the East-West Quarter line of said Section 4 to the Point of Beginning;  
Thence continuing along said East-West Quarter line S88°42'51"W, 1945.62 feet to the Northeast Corner of Certified Survey Map Number 1960, recorded in Volume 10 of Certified Survey Maps, on Pages 343-344, Document Number 837346;  
Thence S01°14'06"W, 954.15 feet along the West line of said Certified Survey Map Number 1960 and a southerly extension thereof, to the North Corner of Lot 2, Certified Survey Map Number 1037, recorded in Volume 5 of Certified Survey Maps on Pages 274-275, as Document Number 665917, and the southwesterly right-of-way line of South Lowes Creek Road;  
Thence S48°24'26"E, 306.50 feet along said right-of-way line;  
Thence 394.93 feet along said right-of-way line and the arc of a curve, concave northeasterly, with

a chord bearing of S63°15'10"E, a chord length of 390.53 feet, and a radius of 762.10 feet;  
Thence S78°05'55"E, 96.46 feet along said right-of-way line;  
Thence N88°41'18"E, 1204.62 feet along the southerly right-of-way line of South Lowes Creek Road;  
Thence S52°50'23"E, 78.29 feet to the westerly right-of-way line of South Lowes Creek Road;  
Thence S14°22'38"E, 657.70 feet along said westerly right-of-way line;  
Thence S11°02'38"E, 602.62 feet along said westerly right-of-way line;  
Thence S11°00'08"E, 469.77 feet along said westerly right-of-way line;  
Thence N78°30'43"E, 392.91 feet;  
Thence S11°00'17"E, 402.60 feet;  
Thence S78°30'43"W, 392.93 feet to the westerly right-of-way line of South Lowes Creek Road;  
Thence S11°00'08"E, 370.61 feet along said right-of-way line, to the northerly right-of-way line of Evergreen Terrace;  
Thence S87°08'22"W, 1322.41 feet along said northerly right-of-way line;  
Thence S57°32'56"W, 181.55 feet along the northwesterly right-of-way line of Evergreen Terrace;  
Thence 143.78 feet along said right-of-way line and the arc of a curve, concave northwesterly, with a chord bearing of S62°13'08"W, a chord length of 143.62 feet, and a radius of 882.00 feet;  
Thence S66°53'20"W, 182.49 feet along said right-of-way;  
Thence 88.98 feet along said right-of-way and the arc of a curve, concave southeasterly, with a chord bearing of S52°09'14"W, a chord length of 88.01 feet, and a radius of 173.00 feet to a point on the East line of said Southeast Quarter of the Northwest Quarter;  
Thence S00°18'57"E, 550.20 feet along said East line, to a point on the easterly extension of the southerly right-of-way line of Rainetta Drive;  
Thence S88°24'33"W, 307.21 feet along the southerly right-of-way line of Rainetta drive to the northeast corner of Certified Survey Map 2245, recorded in Volume 12 of Certified Survey Maps, on Page 143 as Document Number 919517;  
Thence S01°34'32"E, 249.88 feet to the southeast corner of said Certified Survey Map Number 2245;  
Thence S83°52'51"W, 252.46 feet along the southerly line of said Certified Survey Map Number 2245;  
Thence S88°25'21"W, 726.08 feet to the southwest corner of said Certified Survey Map Number 2245 and the southeast corner of Certified Survey Map Number 999, recorded in Volume 5 of Certified Survey Maps, on Page 204-205 as Document Number 657951;  
Thence S88°23'51"W, 683.18 feet to the Southwest corner of Certified Survey Map recorded in Volume 1, on Page 174 and the southeast corner of Wood Crest Highlands 2<sup>nd</sup> Addition recorded in Volume 11 of Plats, on Page 27 as Document Number 421167;  
Thence S88°33'52"W, 633.86 feet to the Southwest Corner of said Wood Crest Highlands 2<sup>nd</sup> Addition and the West line of the Northwest Quarter of said Section 9;  
Thence S00°06'08"W, 290.50 feet to the West Quarter Corner of Section 9;  
Thence S00°37'33"W, 1322.67 feet to the southwest corner of said Northwest Quarter of the Southwest Quarter;  
Thence S89°29'28"W, 1969.50 feet;  
Thence S89°23'23"W, 665.26 feet to the West line of the Southeast Quarter of said Section 8;  
Thence S00°56'51"W, 66.08 feet along said West line;  
Thence N89°26'19"E, 495.22 feet;

Thence S00°58'53"W, 444.46 feet;  
Thence N89°57'54"E, 212.07 feet;  
Thence S01°07'29"E, 762.12 feet to the South line of the Southeast Quarter of said Section 8;  
Thence S89°04'56"E, 1906.92 feet to the Southwest Corner of said Section 9;  
Thence N88°02'22"E, 2642.12 feet to the South Quarter Corner of said Section 9;  
Thence N00°18'57"W, 2647.28 feet along the East line of the Southwest Quarter of said Section 9;  
Thence N87°57'41"E, 1894.05 feet along the South line of the Northeast Quarter of said Section 9;  
Thence N00°53'58"E, 208.00 feet;  
Thence N87°57'41"E, 194.52 feet to the westerly right-of-way line of South Lowes Creek Road;  
Thence S16°43'11"E, 214.74 feet along said right-of-way line to the South line of said Northeast Quarter;  
Thence N87°57'41"E, 379.00 feet to the East Quarter Corner of said Section 9;  
Thence S87°23'19"E, 338.60 feet along the South line of the Northwest Quarter of said Section 10 to the easterly right-of-way line of South Lowes Creek;  
Thence N53°07'37"W, 64.19 feet along said right-of-way;  
Thence 213.17 feet along said right-of-way and the arc of a curve, concave southwesterly, with a chord bearing of N63°53'45"W, a chord length of 212.29 feet, and a radius of 676.62 feet;  
Thence N72°55'17"W, 189.80 feet along said right-of-way;  
Thence 564.42 feet along said right-of-way and the arc of a curve, concave northeasterly, with a chord bearing of N45°49'10"W, a chord length of 543.61 feet, and a radius of 596.62 feet;  
Thence N23°20'44"W, 86.76 feet along said right-of-way;  
Thence N16°28'50"W, 47.93 feet along said right-of-way;  
Thence N01°34'15"E, 106.62 feet along said right-of-way to a point lying 25 feet, more or less, northeasterly of the thread of an unnamed tributary to Lowes Creek and the beginning of a meander line;  
Thence N45°31'11"E, 757.83 feet along said meander line, to a point lying N87°39'09"W, 95 feet, more or less, along the North line of the Southwest Quarter of the Northwest Quarter, said Section 10, from the thread of an unnamed tributary to Lowes Creek and the end of said meander line;  
Thence N00°53'58"E, 1314.44 feet along the East line of the Northeast Quarter of said Section 9 to the Northeast Corner of said Section 9;  
Thence N01°24'55"E, 1590.65 feet along the East line of the Southeast Quarter of said Section 4 to a point lying 59 feet, more or less, southerly of the northerly ordinary high water mark of Lowes Creek and the beginning of a meander line;  
Thence N87°40'04"W, 1004.80 feet along said meander line;  
Thence N41°30'35"W, 422.90 feet along said meander line to the West line of the Northeast Quarter of the Southeast Quarter of said Section 4, and a point lying 60 feet, more or less, southerly of the said ordinary high water mark;  
Thence N01°23'53"E, 643.35 feet to the Point of Beginning.

Said parcel contains 19,094,359 square feet or 438.34 total acres, more or less, including those lands lying between the property line and meander line.

Current population of such territory is two (2).

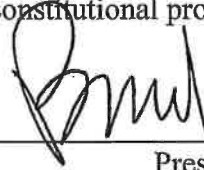
**Section 2. Effect of Annexation.** From and after the date of this ordinance, the territory described in Section 1 shall be part of the City of Eau Claire for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Eau Claire.

**Section 3. Temporary Zoning Classification.** The privately owned territory annexed to the City of Eau Claire by this ordinance is temporarily designated to be R-1A -- Non-Sewered One-Family Dwelling District for zoning purposes while the territory owned by Eau Claire County for the continued use as Lowes Creek County Park is so designated to be P—Public, with all subject to all provisions of the zoning ordinance of the City of Eau Claire relating to such district classification and to zoning in the city.

**Section 4. Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 15<sup>th</sup> Assessment Ward and the 2<sup>nd</sup> Aldermanic District of the City of Eau Claire, subject to all ordinances, rules and regulations of the city governing wards and districts.

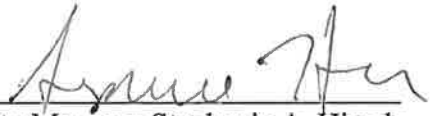
**Section 5. Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

(SEAL)



President Terry L. Weld

(SEAL)



City Manager Stephanie A. Hirsch

(ATTESTED)



City Clerk Nicholas L. Koerner

First Reading March 14, 2023  
Final Reading March 28, 2023  
Adopted March 28, 2023  
Published April 3, 2023  
Effective April 3, 2023




City of Eau Claire | Community Development  
203 S. Farwell St.  
P.O. Box 5148, Eau Claire, WI 54702-5148  
www.eauclairewi.gov

## CERTIFICATE OF ANNEXATION

STATE OF WISCONSIN     )  
COUNTY OF CHIPPEWA    )  
COUNTY OF EAU CLAIRE   )

I, Nicholas Koerner, City Clerk of the City of Eau Claire, Counties of Chippewa and Eau Claire, Wisconsin, DO HEREBY CERTIFY that the following described territory was detached from the Town of Washington, Eau Claire County, by an ordinance passed by the Common Council of the City of Eau Claire, at a regular meeting held on the 28th day of March, 2023.

  
\_\_\_\_\_  
City Clerk Nicholas L. Koerner

Dated:  
April 3, 2023

The population is two (2).



CITY OF  
**EAU  
CLAIRE**

City of Eau Claire | Community Development  
203 S. Farwell St.  
P.O. Box 5148, Eau Claire, WI 54702-5148  
www.eauclairewi.gov

STATE OF WISCONSIN )

COUNTY OF CHIPPEWA )

COUNTY OF EAU CLAIRE )

I, Nicholas Koerner, City Clerk of the City of Eau Claire, Counties of Chippewa and Eau Claire, State of Wisconsin, do hereby certify that the attached is a true and correct copy of a certain ordinance passed by the City Council of the City of Eau Claire at a regular session thereof held on the 28th day of March, 2023.

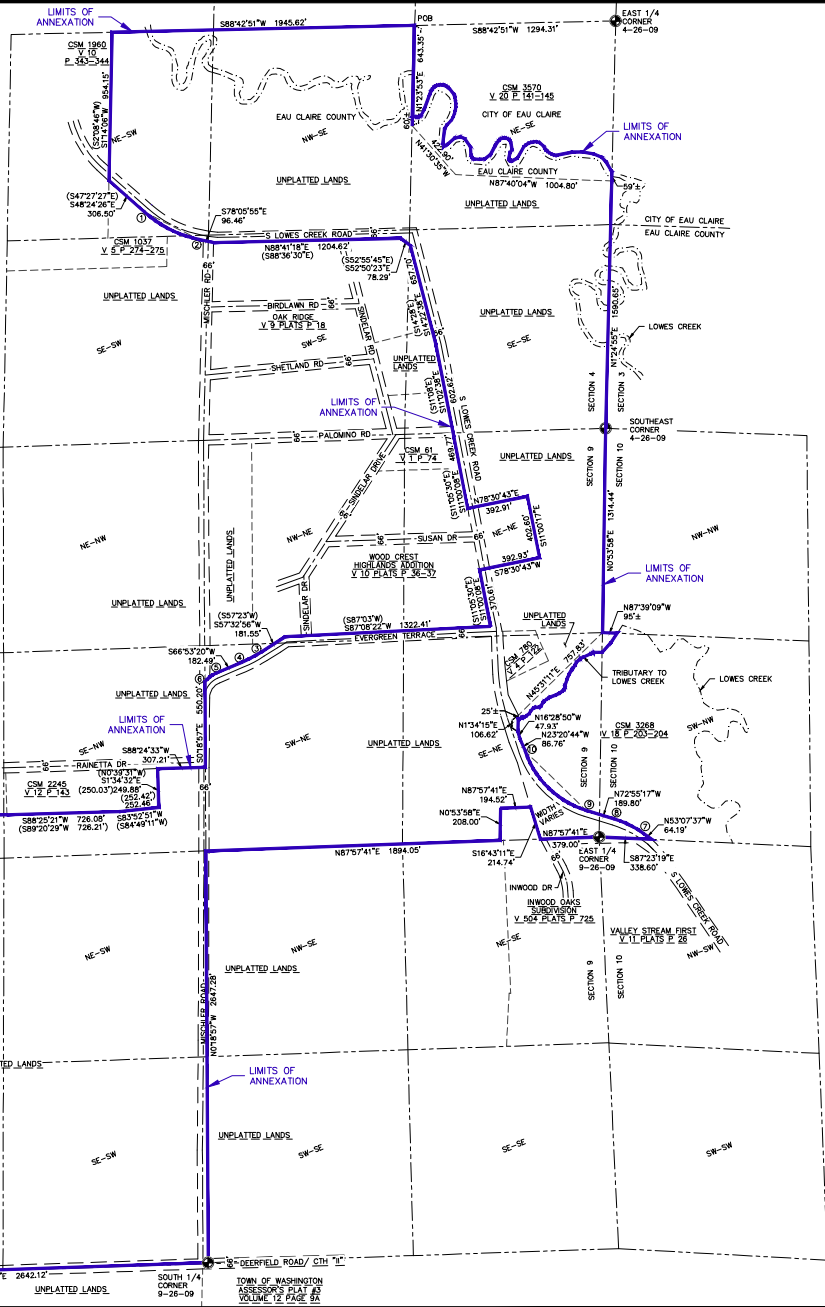
\_\_\_\_\_  
City Clerk Nicholas L. Koerner

Dated:  
April 3, 2023

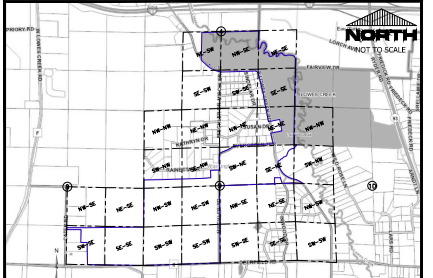


# ANNEXATION MAP

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 9, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 10, TOWNSHIP 26 NORTH, RANGE 9 WEST, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 8, TOWNSHIP 26 NORTH, RANGE 9 WEST, ALL IN THE TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN. INCLUDING PART OF CERTIFIED SURVEY MAP NUMBER 3570, RECORDED IN VOLUME 20 OF CERTIFIED SURVEY MAPS ON PAGE 141-145 AS DOCUMENT NUMBER 1191808, PART OF OAK RIDGE RECORDED IN VOLUME 9 OF PLATS ON PAGE 18 AS DOCUMENT NUMBER 352050, ALL OF CERTIFIED SURVEY MAP NUMBER 780, RECORDED IN VOLUME 4 OF CERTIFIED SURVEY MAPS, ON PAGE 122-123, AS DOCUMENT NUMBER 610963.



## VICINITY MAP



BEARINGS ARE REFERENCED TO THE EAST-NORTH QUARTER CORNER OF SECTION 4 ASSUMED TO BEAR S88°42'51\"/>

**LEGEND**  
 PUBLIC LAND SURVEY MONUMENT  
 POB POINT OF BEGINNING

SCALE: 1" = 400'  
 0 200 400

CURVE TABLE							
CURVE	RADIUS	CHORD BEARING	CHORD	ARC	DELTA	TANGENT IN	TANGENT OUT
1-2	769.10	S83°13'10\"/>					

\* Sold parcel contains 19,094,359 square feet or 438.34 total acres, more or less.

EVERYDAY SURVEYING & ENGINEERING  
 1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701  
 PH: (715) 831-0654 • EMAIL: INFO@SELLCO.COM







## Settlement Agreement

This settlement agreement (the “Agreement”) is entered into between CDPG Developers, LLC (“Developer”), a Wisconsin limited liability company, the City of Eau Claire, a Wisconsin municipal corporation (“City”), and the Town of Washington, a Wisconsin municipal corporation (“Town”), to resolve a dispute arising between the parties concerning pending lawsuits filed by the Town opposing the Orchard Hills development (“Orchard Hills”). Developer, City, and Town are the “Parties” to this Agreement.

### RECITALS

- A. In February of 2023, three private owners of property then located in the Town, including Developer, filed an annexation petition by one-half (the “Annexation Petition”) with the City. In the Annexation Petition, the petitioners requested that the City annex approximately 438 acres of land (the “Annexed Territory”).
- B. The Annexation Petition was signed by all electors and private property owners of Annexed Territory, but the Annexation Petition did not include the signature of Eau Claire County, which owns approximately 122 acres of Annexed Territory.
- C. On March 28, 2023, the City approved City Ordinance Number 7503 (the “Annexation Ordinance”) which annexed the Annexed Territory into the City.
- D. On June 23, 2023, the Town filed a lawsuit in Eau Claire County Circuit Court styled *Town of Washington v. City of Eau Claire*, Eau Claire County Case No. 23-CV-324 (the “Annexation Litigation”) in which the Town asserted that the Annexation Ordinance was invalid.
- E. The Developer intervened in the Annexation Litigation and both the City and the Developer have answered the Town’s complaints, denying the Town’s allegations that the Annexation Ordinance is invalid. The matters are currently scheduled for resolution by motion in January of 2024.
- F. The Annexed Property includes approximately 238 acres of land on which Developer intends to construct a housing development to be called Orchard Hills. A map identifying the 238 acre parcel is attached as Exhibit A and is referenced as either “Orchard Hills” or the “Development” below).
- G. To facilitate the Development, the City sought approval of an amendment to its Sewer Service Area (the “SSA Amendment”).
- H. On August 4, 2023, the Wisconsin Department of Natural Resources (“WDNR”) approved the City’s revised SSA Amendment request.

- I. On September 1, 2023, the Town filed a lawsuit in Eau Claire County Circuit Court styled *Town of Washington v. Department of Natural Resources*, Eau Claire County Case No. 23-CV-456 (the “SSA Litigation”).
- J. The Parties believe it is in their respective interests to settle their disputes and have accordingly agreed to resolve these matters in accordance with the terms and conditions of this Agreement.

Therefore, for valuable consideration, the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated; Effective Date. The recitals A-J above are expressly incorporated into the terms of this Agreement by reference. This Agreement shall become effective as of the date it is approved and executed by the last of the Parties (the “Effective Date”).
2. Future Development of Orchard Hills – Commitment as to Rainetta Drive. As part of any future development plans presented to the City for Orchard Hills, Developer shall only submit proposals of the development of Orchard Hills that feature single family homes along the northern edge of the Development abutting existing residential properties currently located in the Town (i.e., along the edge of Rainetta Drive along the northern edge of Orchard Hills). Attached as Exhibit B, which is hereby incorporated, is a map which identifies (in blue) the existing Town residential properties located on Rainetta Drive, and only single family homes will abut those properties in the Development. Other than this obligation, the Town acknowledges that all other development-related decisions shall, after the Effective Date of this Agreement, be subject only to City approval as the governing authority.
3. Payment to Town. Developer will pay \$100,000.00 to the Town in three installments in consideration of road expenses incurred by the Town prior to annexation of the Orchard Hills property and for future maintenance of Town roads. However, nothing in this Agreement shall act as a limitation to how the Town allocates payments received under this Agreement. The first payment of \$33,333.34 will be payable within ten (10) days of the Effective Date or December 15, 2023, whichever is later (the “Initial Payment Date”). Subsequent payments of \$33,333.33 each will be due by December 15 of each year thereafter, with the last payment due December 15, 2025. By the Initial Payment Date, Developer will have a \$66,666.66 letter of credit issued to secure the remaining payments. The letter of credit will be renewable each year to secure the remaining amount due after credit for payments made under this Section. The initial letter of credit shall have an expiration date of December 31, 2024. Developer shall provide the Town proof, via a lender commitment letter or similar documentation, that each subsequent letter of credit will be renewed, with an expiration date of December 31 the following year, at least 15 days prior to the letter of credit’s applicable expiration date. In the event Developer does not make a payment by the applicable payment date, or does not provide proof of renewal of the letter of credit at least 15 days prior to its expiration date, the Town may draw on the letter of credit for the full amount still owed to the Town. Subject to the notice and cure

provisions of Section 14 of this Agreement, and in addition to any other remedies available under this Agreement or at law or in equity, in the event the Town breaches this Agreement in any manner that negatively impacts either (i) the Developer's rights or benefits under this Agreement or (ii) the Development in any manner, the Developer shall be excused from the obligation to make any additional payments otherwise due under this section. However, in the event the Town denies a breach of this Agreement occurred, or that a breach negatively affects Developer's rights under this Agreement or the Development as provided above, the Developer shall place into a mutually acceptable escrow account, at Developer's expense, all outstanding payments due. If the balance of the funds due to the Town are placed in an escrow account, the Developer shall be excused from further compliance with the letter of credit requirements. In the event the Town is found not to have breached the Agreement, or not breached in a manner that negatively affects Developer's rights under this Agreement or the Development, then the amounts placed in escrow will be paid to the Town within three (3) business days after expiration of any applicable appeal period associated with entry of a final judgment. In the event the Town is found to have breached the Agreement as provided above, then the amounts placed in escrow will be returned to the Developer within three (3) business days after the expiration of any applicable appeal period associated with the entry of a final judgment, and Developer shall have no further obligation to pay the Town. In the event either the Town or the Developer appeal a decision relating to these issues, the funds shall remain in escrow until the conclusion of the appeal process, and neither party shall execute on any judgment pending the resolution of that process and the corresponding release of the funds to the applicable party, which shall occur within three (3) business days of the expiration of any subsequent period for additional appellate review.

4. Modification of Intergovernmental Agreement. The intergovernmental agreement entered into by the City and Town, with an effective date of February 16, 2011, as amended, and which has been renewed until 2031, will be bilaterally amended to create a section 10.C.4. applicable to the Town of Washington, which will read as follows:

Notwithstanding the residential subdivision restrictions under section 10 of this Agreement, areas depicted on Exhibit 1 may be divided and developed as a conservation subdivision within the Town of Washington in accordance with Eau Claire County conservation subdivision ordinance requirements. (Eau Claire County Code Chapter 18.88).

Exhibit C of this Agreement, which is hereby incorporated, shall be Exhibit 1 of the amendment to the intergovernmental agreement referenced under this section.

5. Installation of Utilities. The City intends to install utilities within the right of way in the areas depicted in pink and blue on Exhibit D, which is hereby incorporated into this Agreement. The Town shall approve the installation of utilities in portions of the right of way within Town jurisdiction depicted in Exhibit D. The Town's review of any application filed by the City shall be subject only to state, federal, and local ordinances in effect at the time of this Agreement, none of which prohibit installation of utilities within the Town right of way or require the City to provide extraterritorial utility service. The Town shall

not otherwise oppose or object to the City utility extension project to and within the Orchard Hills development. The City acknowledges that the Town's preference is for the City to place utilities in the City's existing utility easements where available, and the City will install utilities in those existing easements, except that in the event soil conditions or obstructions make it impractical to install within the City's utility easement, then placement can occur in the Town right of way. The City also acknowledges that the Town's strong preference is for the City to locate utilities in locations within the right of way that are not beneath paved surfaces. The City will make its best efforts to locate utilities in locations outside paved surfaces. If the City must install utilities under paved surfaces, it must establish its need to do so in its application to the Town. In the event the City damages or disrupts paved Town roads, the City shall replace the affected road segment to a substantially similar preconstruction condition.

6. Future Review of Development. The Town will not oppose or object to the Orchard Hills development. If single family homes are approved for placement in accordance with Section 1 of this Agreement, the Town shall indicate during conformance review of water quality management (i.e., "208 Review") or any other review or approval process related to the Orchard Hills development conducted by West Central Wisconsin Regional Planning Commission, the Wisconsin Department of Natural Resources ("DNR"), or other governmental bodies with oversight over the development, that the Town has no further objection to the development on density grounds and will not seek to enforce any previous conditions the DNR may have suggested regarding density during its approval of the Sewer Service Area Amendment.
7. Road Connections. If the City approves an Orchard Hills development plan that establishes single family homes in accordance with Section 1 of this Agreement, the Town shall authorize and permit Orchard Hills to have a connection to Cater Road, subject only to the Town's ability to place reasonable conditions on the issuance of Town road connections and street opening permits which are (i) necessary for the safety of the public or (ii) necessary for compliance with state statutes or other generally applicable regulatory requirements. So long as Developer's permit applications comply with all Town ordinance requirements in existence on the date of execution of this Agreement, the Town shall authorize and issue permits necessary for the Developer's use of the Town's rights of ways for construction-related activities necessary to effectuate development-related activities.
8. Dismissal of Litigation. The Parties shall stipulate to an order dismissing the Annexation Litigation with prejudice and without costs to any party. The Town shall effectuate dismissal of the SSA Litigation. The Parties agree and acknowledge that these dismissals shall preclude any further dispute by the Town over (i) the validity of the Annexation Ordinance or the City's annexation of the Annexed Territory, and (ii) the validity of the SSA Amendment. Stipulations for dismissal in both cases shall be filed by no later than December 31, 2023. Each party shall bear its own attorney fees, litigation expenses, and any and all related costs to these cases and their subject matter.
9. Future SSA Boundaries. The Town and City will work cooperatively and in good faith to propose a new SSA boundary line within the Town to the West Central Regional Planning

Commission and Department of Natural Resources for the upcoming water quality management plan governing the Eau Claire – Chippewa Falls Sewer Service Area.

10. Public Statements. In the event that any party to this Agreement wishes to issue an official written statement or written press release that is intended to be on behalf their respective organization or municipal body related to the resolution of the matters identified in this Agreement, such a press release, communication, or announcement must be approved in writing by all Parties to this Agreement prior to release. Nothing in this section shall be construed as requiring any public official or officer of the Town or City, or any individual member of the Developer, to receive prior approval from the parties prior to making a statement relating to the resolution of the matters identified in this Agreement. The parties agree that this Agreement is mutual, voluntary, and a beneficial compromise for each party, and shall take reasonable steps to communicate the same.
11. Future Cooperation. The parties shall apply the terms of this Agreement in good faith and shall take such reasonable action and forbearance from action necessary to give this Agreement its intended effect and application.
12. Waiver. The failure of any party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of that provision itself.
13. Parties Bound by Agreement. This Agreement shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors, successors, transferees, and assigns, and shall inure to the benefit of the parties and its releasees and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns.
14. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from a non-defaulting party. If a breach has not been cured within thirty days of written notice, then a non-defaulting party may terminate this Agreement. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.
15. Notices. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered, mailed by U.S. Mail, return receipt requested, or emailed as follows:

To the City:                      City Clerk  
    203 S. Farwell St.  
    Eau Claire, WI. 54701  
    [nicholas.koerner@eauclairewi.gov](mailto:nicholas.koerner@eauclairewi.gov)  
    And cc to:

Steve Nick, City Attorney  
[Stephen.Nick@eauclairewi.gov](mailto:Stephen.Nick@eauclairewi.gov)

To the Town: Town Clerk  
5750 Old Town Hall Rd.  
Eau Claire, Wisconsin 54701  
[henning@townofwashington.wi.gov](mailto:henning@townofwashington.wi.gov)  
And cc to:  
Rick Manthe, Town Attorney  
222 West Washington Avenue, Suite 900  
P.O. Box 1784 | Madison, Wisconsin 53701-1784  
[rmanthe@staffordlaw.com](mailto:rmanthe@staffordlaw.com)

To the Developer: CDPG Developers, LLC  
Attn: Craig Wurzer, Manager  
1750 Hallie Road, Suite 1  
Chippewa Falls, WI 54729

with a copy to:

Bakke Norman, S.C.  
Attn: William E. Wallo  
7 South Dewey Street, Suite 220  
Eau Claire, WI 54701  
[wwallo@bakkenorman.com](mailto:wwallo@bakkenorman.com)

16. Headings of No Effect. The paragraph headings contained in this Agreement are included for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
17. Severability. The invalidity of any provision of this Agreement shall in no manner effect the validity of any other provisions of this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
18. Complete Agreement; Amendment. This Agreement constitutes the entire integrated agreement of the parties and is intended to be a full and complete resolution of all disputes between the parties related to the Orchard Hills development. This Agreement may be modified only by written amendment executed by the parties.
19. Governing Law; Jurisdiction; Venue. This Agreement is intended to be and is an agreement made in and performed in Wisconsin and arises solely under the laws of the State of Wisconsin. All rights, remedies, questions, and disputes arising under or in connection with this Agreement shall be governed by and determined solely in accordance with the substantive law of the State of Wisconsin.



20. Counterparts; Signatures. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one agreement. Copies of this Agreement and/or facsimile or electronic signatures shall be as valid and enforceable as an original.

[SIGNATURE PAGE FOLLOWS]

**CDPG DEVELOPERS, LLC**

\_\_\_\_\_  
By: Craig Wurzer  
Its: Manager

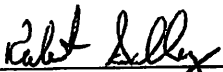
Date: \_\_\_\_\_

**CITY OF EAU CLAIRE**

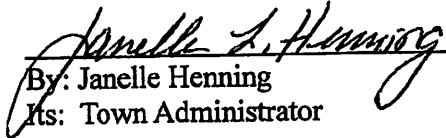
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WASHINGTON**


  
\_\_\_\_\_  
By: Robert Solberg  
Its: Town Chair

Date: 12/4/2023

  
\_\_\_\_\_  
By: Janelle Henning  
Its: Town Administrator

Date: 12/6/2023

**CDPG DEVELOPERS, LLC**

  
By: Craig Wurzer  
Its: Manager

Date: 12-6-23

**CITY OF EAU CLAIRE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WASHINGTON**

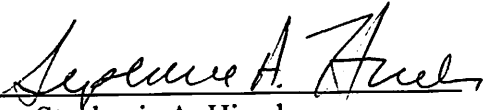
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By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_


**CDPG DEVELOPERS, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF EAU CLAIRE**

  
By: Stephanie A. Hirsch  
Its: City Manager

Date: 12/15/23

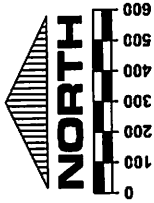
  
By: Nicholas A. Koerner  
Its: City Clerk

Date: 12/15/2023

**TOWN OF WASHINGTON**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**



**SUBJECT  
PROPERTY**

**SUBJECT  
PROPERTY**

**SUBJECT  
PROPERTY**

RAINETTA DRIVE

RAINETTA DRIVE

MISCHLER ROAD

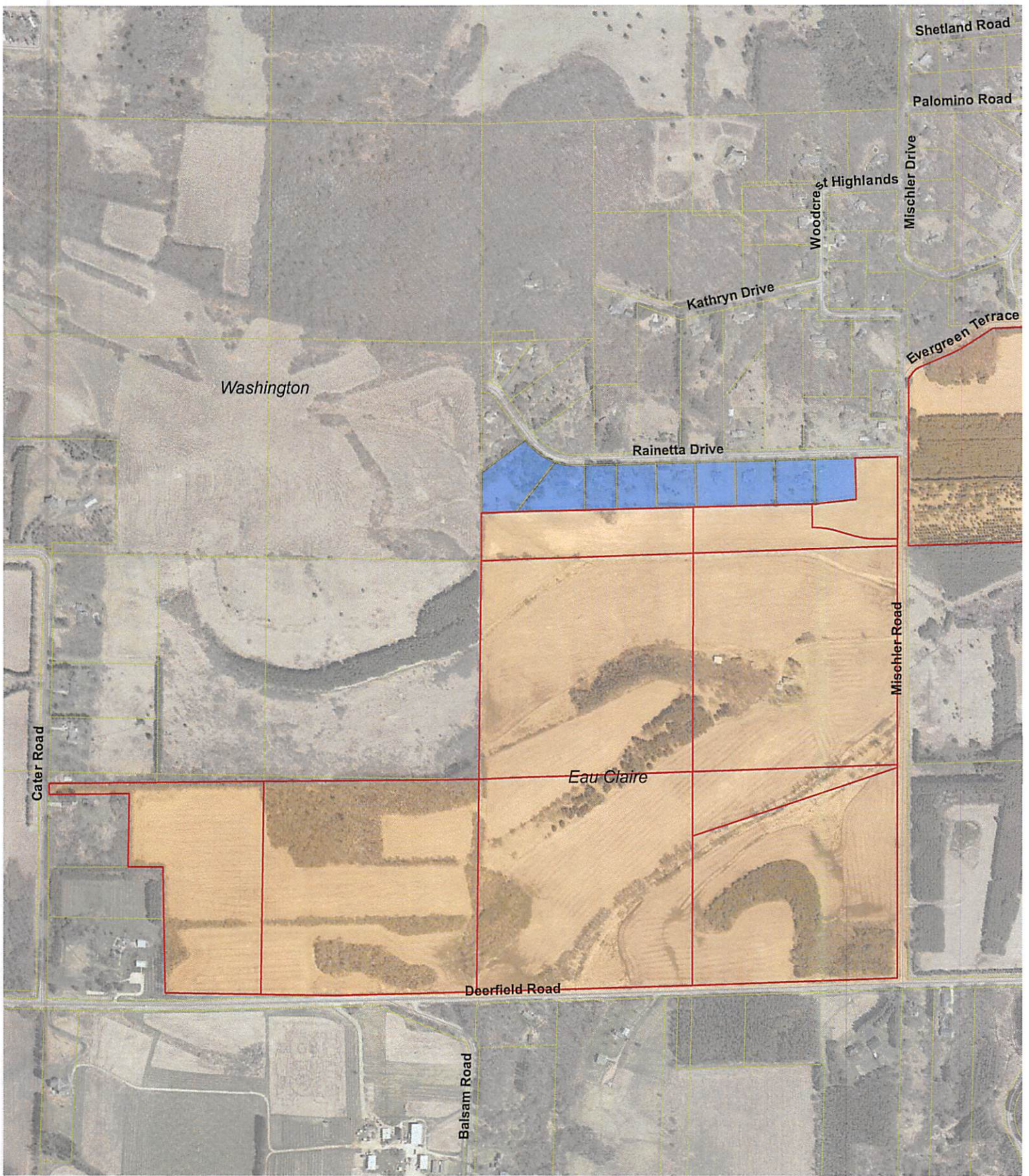
MISCHLER ROAD

DEERFIELD ROAD (AKA: CTH "H")

DEERFIELD ROAD (AKA: CTH "H")

CATER ROAD





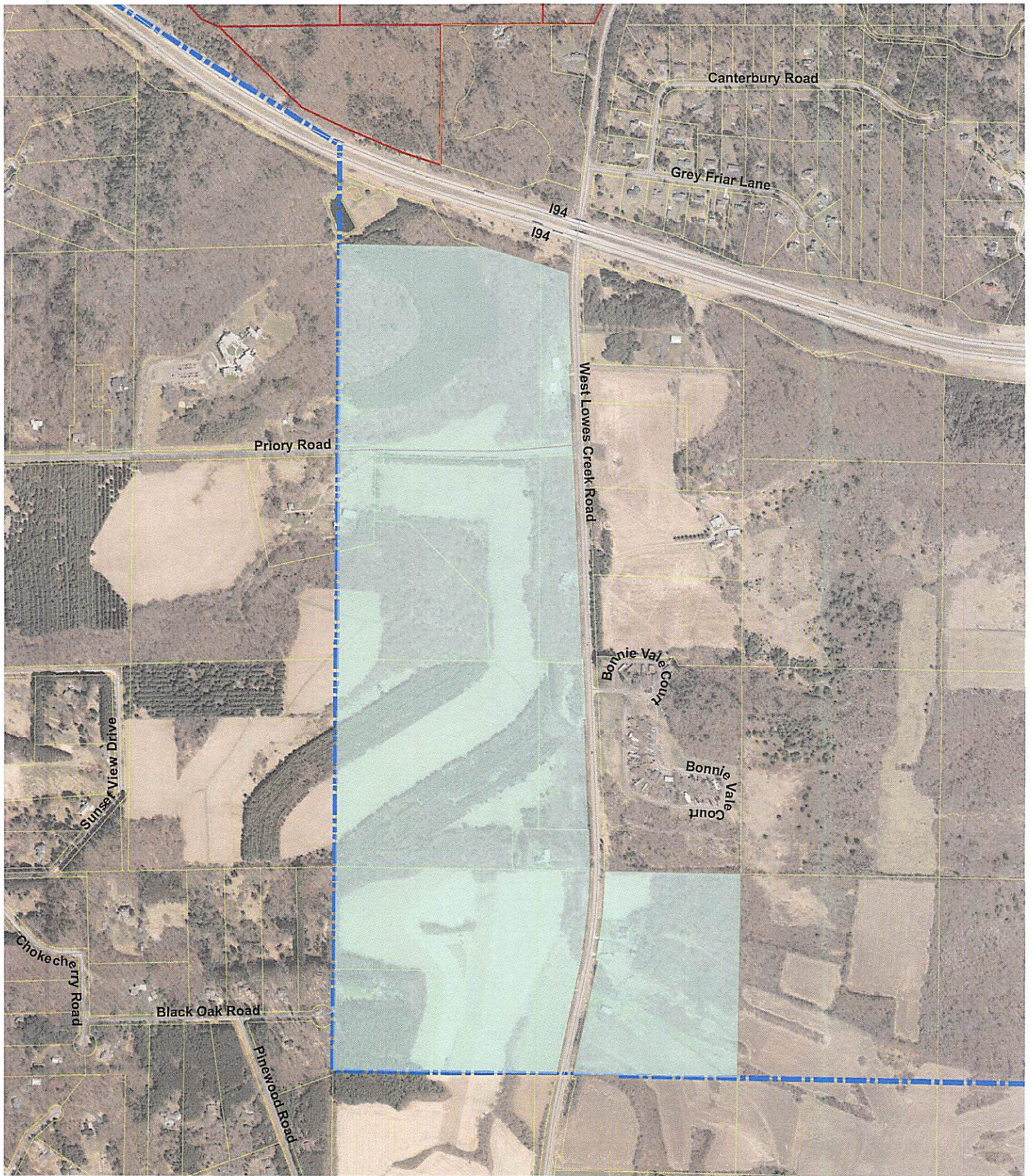
1 inch = 750 feet

- County Zoning - RH - Rural Home District
- Civil Divisions**
- City of Eau Claire
- Town of Washington



## Exhibit B







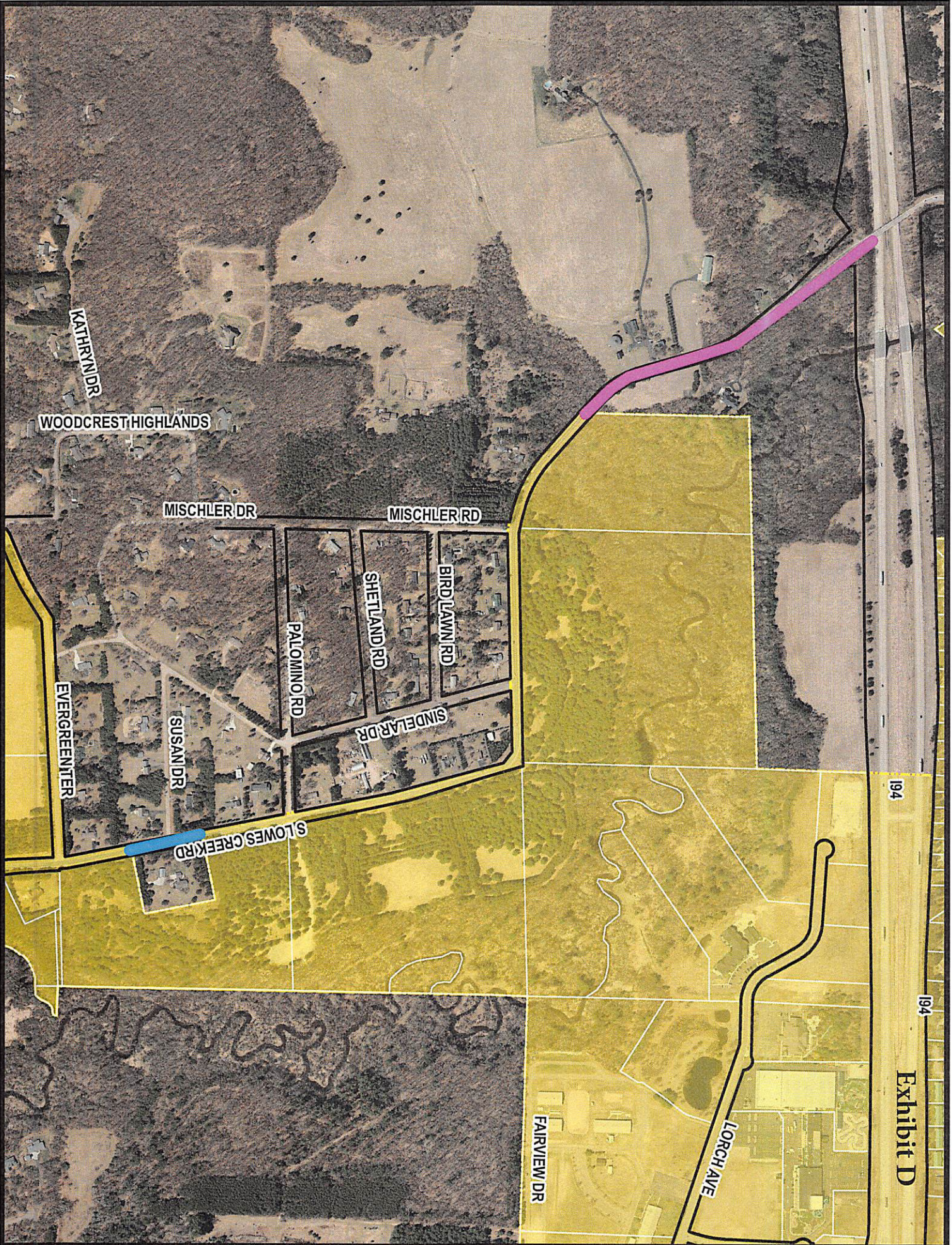
**Exhibit C**

-  SSA Adjust Area = 220.7 ac
-  SSA\_Boundary



1 inch = 800 feet





194

194

Exhibit D