

VACATION OF PARK DEDICATION
PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

This "Agreement" made and entered into this ____ day of _____, 2026, by and between Diamond Oak Properties LLC ("Developer") and the City of Dodgeville, Iowa County, Wisconsin ("City").

RECITALS:

WHEREAS, Developer is developing Diamond Oaks in the City of Dodgeville, Iowa County, Wisconsin; and

WHEREAS, Developer's predecessor in interest dedicated Lot 31 of the Plat of Diamond Oaks, City of Dodgeville, Iowa County, Wisconsin to the City for park purposes; and

WHEREAS, Developer wishes to vacate the dedication of Lot 31 for park purposes and dedicate Lots 39 and 40 of the Plat of Diamond Oaks to the City for park purposes (the "Vacation"); and

WHEREAS, the Vacation requires compliance with the provisions of Wis. Stats. Ch. 236, including, but not limited to, the drafting of an application for vacation of public area; providing notice of a public hearing with the City Council on the application for vacation of public area; offering a resolution authorizing vacation to the City Council for adoption; filing the resolution, proof of notification, and other supporting documentation with the Iowa County Circuit Court for final hearing and court order; and recording the court order and a map showing the part of the plat being vacated or altered with the Iowa County Register of Deeds (the "Vacation Process"); and

WHEREAS, Developer wishes to have the City assist with the Vacation Process by providing professional services related to the Vacation Process; and

WHEREAS, the City has an interest in the Vacation being completed in accordance with the requirements of Wis. Stat. Ch. 236 and is willing to utilize the City's professional services to assist with the Vacation Process; and

WHEREAS, the City is authorized to require Developer to enter into an Agreement obligating the Developer to pay all of the City's costs and fees incurred in assisting with the Vacation Process so as to eliminate or reduce expenses to City taxpayers.

AGREEMENT:

NOW, THEREFORE, Developer and City agree as follows:

- 1) **PAYMENT FOR PROFESSIONAL SERVICES.** Developer agrees to pay all professional fees incurred by the City in connection with assisting with the Vacation Process. These professional fees shall include, but not be limited to, legal costs incurred by the City. The professional fees billed to Developer shall be at the lowest rate the professional bills the City for the type of service provided to the City. The Developer understands the professionals retained by the City are acting exclusively on behalf of the City and not Developer.
- 2) **GUARANTEE OF PAYMENT.** The Developer agrees to reimburse the City for all professional fees described in Section 1 and to pay all other costs and fees as may be required for the Vacation Process, including, but not limited to, publication fees, mailing fees, court filing fees, and recording fees (collectively, "Vacation Expenses"). Developer shall deposit with the City Clerk, in escrow,

the cash sum of \$2,500 to ensure performance of the promise or guarantee of payment of such Vacation Expenses. The City may draw upon the escrow from time to time as necessary to pay Vacation Expenses due from Developer. If at any time monies in the escrow are insufficient to pay outstanding Vacation Expenses, Developer shall deposit an additional amounts in \$2,500 increments as determined by the City within 15 days of written demand, or further assistance with the Vacation Process shall be delayed or terminated.

Payment of all Vacation Expenses shall be a condition of further approvals required from the City. Further, if Developer abandons the Vacation Process and the amount of the escrow is insufficient to cover all of the outstanding Vacation Expenses, Developer shall reimburse the City within 15 days of final billing. If Developer abandons the Vacation Process or the Vacation Process reaches completion, and there are sums held in escrow by the City which 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.

- 3) **DEFAULT.** In the event of default by either the Developer or the City, in addition to any other remedies to which the Developer or the City may be entitled, the non-breaching party shall be entitled to recover from the party breaching the Agreement all of its costs in enforcing this Agreement, including actual attorney fees and expenses. If the Developer is the breaching party, the City may elect to collect the Vacation Expenses and all costs of collection as a special charge upon the next tax roll on lands within the Diamond Oaks Subdivision owned by Developer pursuant to the authority of Section 66.0627, Wis. Stats.
- 4) **EFFECT OF AGREEMENT.** Developer acknowledges and agrees that by entering into this Agreement with Developer the City is not indicating its approval or acceptance of the proposed Vacation and the City reserves all of its legal rights to approve, conditionally approve, or reject any Vacation or application for approval of the Vacation submitted by Developer at any time.
- 5) **BINDING EFFECT.** This Agreement shall be binding on the parties hereto together with all of their heirs, personal representatives, successors or assigns.
- 6) **COUNTERPARTS.** This Agreement may be signed in one or more counterparts, with each counterpart taken together, constituting the Agreement.

In Witness Whereof the parties have executed this Agreement as of the day and date set forth above.

CITY OF DODGEVILLE

DIAMOND OAK PROPERTIES LLC

By: _____
Barry Hottmann, Mayor

By: _____
David J. Rule, authorized signatory

Attest: _____
Emily Wolfe, Interim City Clerk