

DEVELOPER AGREEMENT FOR DODGEVILLE FAMILY HOUSING DEVELOPMENT

This Developer's Agreement ("**Agreement**") is entered into by and between the City of Dodgeville, a Wisconsin municipal corporation, (the "**City**") and JNB Dodgeville Family, LP, a Wisconsin limited partnership ("**Developer**").

RECITALS

- A. Developer is the owner of certain lands located within the City of Dodgeville, Iowa County, Wisconsin, as described and depicted on *Exhibit A*, ("**Property**") on which it desires to develop a 54-unit multi-family residential development ("**Development**").
- B. Developer and/or its predecessors in interest have prepared and submitted to the City for approval certain land division applications in connection with the Development, including a certified survey map to define the boundaries of the Property, which certified survey map has been approved by the City and recorded with the Register of Deeds for Iowa County as Iowa County Certified Survey Map No. 2091 on June 21, 2024 as Document No. 387508 ("**CSM 2091**") and a certified survey map to dedicate certain land to the City for roadway purposes, which certified survey map has been approved by the City and will be recorded with the Iowa County Register of Deeds pursuant to the terms of this Agreement ("**Grace Street CSM**").
- C. The City seeks to protect the health, safety, and general welfare of the community by requiring the completion of various improvements to serve the Development and thereby limit the harmful effects of substandard land division, including premature land division that leaves property undeveloped and unproductive.
- D. Approval of land division within the City is conditioned upon compliance with the Code of Ordinances, City of Dodgeville, Wisconsin (the "**City Code**"), which contains various provisions that require the installation and dedication of public improvements to serve the Development and require Developer to provide adequate surety to the City for the performance of these obligations.
- E. The City's purposes in entering into this Agreement are, among others, to provide for the installation of required improvements for the Development, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard land division.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Developer now agree as follows:

SECTION 1: DEVELOPER OBLIGATIONS

A. Improvements.

1. Developer shall construct and install, in accordance with civil plans prepared by Vierbicher (or such other engineer as Developer may decide to retain with City approval) dated April 9, 2025, and approved by the City on April 29, 2025, as amended from time to time (collectively, the "**Civil Plans**") and

Recording Area

Name and Return Address:

Attorney Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809-0087

216-1077

Parcel Identification Number (PIN):

approved by the City, all on-site and off-site public improvements to serve the Development set forth on the Civil Plans, and particularly including (but not limited to) the following items: water and sanitary sewer mains, lines, laterals, and appurtenances thereto (including a satisfactory connection to the City sanitary sewer system and water system); storm sewer lines and stormwater management facilities (including a detention basin); and public streets (including curb, and gutter) (collectively, the “*Improvements*”).

2. All Improvements will be designed, constructed, and installed by Developer at Developer’s sole expense. The City shall not be responsible for any costs or charges relating to the Development or this Agreement except those specifically enumerated and agreed upon in a written, signed agreement between the Developer and the City.
3. All the Improvements shall be designed, constructed, and installed according to and in compliance with this Agreement; the Civil Plans prepared by Vierbicher (or such other engineer as Developer may decide to retain with City approval) and approved by the City; and the City’s construction standards, specifications, design criteria, and general policies and procedures as set forth by the Department of Public Works, the City Engineer, and the City Code. All construction shall be subject to inspection by City personnel or a consulting engineer of the City’s choice.
4. Developer shall complete all construction of the Improvements within eighteen months of the Effective Date of this Agreement, good cause having been shown to extend such completion deadline beyond one year. Time is of the essence with respect to this deadline.
5. Developer shall retain ownership of and maintain the sewer laterals from the buildings to the main, the water laterals from the buildings to the curb stop and box, and the storm sewer lines and stormwater management facilities (including detention basin) located on the Property, but shall dedicate all other Improvements (collectively, the “*Dedicated Improvements*”) to the City as set out in Section 2 below, and hereby waives any and all rights to reimbursement from the City for the same.

B. Survey Monuments. Developer shall install survey monuments placed in accordance with the requirements of Wis. Stat. Ch. 236 and as may be required by the City Engineer.

C. Utilities. Developer shall be responsible for and promptly pay any costs of extending utilities to the Development as needed, said utilities to include electric, gas, telephone, cable TV, and internet.

D. Stormwater Management. Developer shall execute and record a maintenance agreement for all storm sewer lines and stormwater management facilities (including detention basin) on the Property as required by Chapter 21 of the City Code.

E. Fee in Lieu of Parkland Dedication. Developer shall pay to the City a fee in lieu of parkland dedication in the amount of \$100 per unit, in accordance with Section 20.12(c), (e) of the City Code. The fee shall be payable in full upon the issuance of a building permit by the City for any construction on the Property.

F. Prerequisites to Land Disturbance. Developer shall not commence any construction of the Improvements in connection with the Development (other than site grading) unless and until:

1. Developer has furnished to the City Clerk a surety performance bond or irrevocable letter of credit in an amount equal to Developer’s cost of constructing the Improvements, as estimated by the City Engineer after review of proposed cost estimates and supporting documentation provided by

Developer, in a form approved by the City Attorney in order to secure the actual construction and installation of the Improvements as required by this Agreement (“**Security**”);

2. Outlot 1 of CSM 2091 has been conveyed to the City via warranty deed, unconditionally and without charge, free and clear of all encumbrances (except those encumbrances that may be acceptable to the City), together with and including, without limitation because of enumeration, any and all buildings, structures, mains, conduits, pipes, lines, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such land. The parties acknowledge and agree that this condition precedent has been satisfied as of _____, 2025.
3. The Grace Street CSM, which dedicates certain land to the City for roadway purposes, has been recorded with the Iowa County Register of Deeds. The parties acknowledge and agree that this condition precedent has been satisfied as of April 16, 2025.
4. All Civil Plans for the work have been reviewed and acknowledged with no objection by the City Engineer; and
5. All other requirements precedent to the construction of the Improvements under this Agreement, the City Code, or otherwise required by law have been satisfied.

SECTION 2: ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

- A. **Inspection.** After the Improvements have been made, installed, and completed, Developer shall notify the City Public Works Director in writing that the Improvements are complete and ready for final inspection. The City Engineer shall arrange for inspection and testing of all such Improvements within ten business days of Developer’s notice to assure compliance with all construction and improvement requirements of the City. Developer agrees to provide for the maintenance and repair of all Dedicated Improvements until such Dedicated Improvements are accepted by the City and to guarantee such Dedicated Improvements as provided in Section 2.E below.
- B. **Conditions Precedent to Dedication.** After completion of all Improvements and prior to final acceptance of the Dedicated Improvements, Developer shall:
 1. Prepare and have approved by the City three copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings.
 2. Provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.
 3. Provide the City with the title evidence required by Section 6.A.
 4. Provide to the City Engineer lien waivers from the engineer, general contractor, and all subcontractors and all other parties involved in planning or constructing the Improvements.
- C. **Dedication.**
 1. Subject to all of the other provisions of this Agreement, Developer shall, upon completion of the Dedicated Improvements, unconditionally, and without charge to the City, give, grant, convey, and fully dedicate the Dedicated Improvements to the City, its successors and assigns forever, free and

clear of all encumbrances (except those encumbrances that may be acceptable to the City), together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plat, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such Dedicated Improvements. Upon dedication, Developer shall grant to the City, at no cost, a permanent utility easement on the Property centered on the alignment of the utility facilities as installed in substantially the form attached as *Exhibit B* and as depicted on the Civil Plans. Developer shall provide a legal description of the easement area.

2. Developer shall use commercially reasonable efforts to obtain and record releases of that portion of the 12-foot wide public utility easement on Lot 2 of Iowa County Certified Survey Map No. 872 that falls within the area dedicated to the City for roadway purposes by the Grace Street CSM.

D. **Acceptance.** Dedication shall not constitute acceptance by the City. The City shall not be obligated to accept the dedication of any Improvements that do not fully comply with City standards and specifications. Claims of financial hardship by Developer shall not be considered a reason for the City to accept substandard materials or work. The City Council will not accept the Dedicated Improvements until all Improvements have been completed in accordance with the City Code, Developer has complied with its obligations under Section 2.B, above, and the City Engineer has recommended acceptance. At such time, the City shall accept the Dedicated Improvements under separate resolution, which may be recorded with the Iowa County Register of Deeds. The City shall have the right, without payment, award to, or consent of the Developer, to connect or integrate (i) other utility facilities with the Dedicated Improvements and (ii) stormwater retention utilities located in Grace Street to the stormwater management facilities constructed as part of the Improvements solely for the drainage of stormwaters as depicted on Exhibit C, attached hereto and incorporated herein. For the avoidance of doubt, no other watersheds shall be connected to the stormwater management facilities constructed as part of the Improvements except as shown on Exhibit C. The City Engineer's recommendation of acceptance does not constitute a waiver by the City of any rights related to the guarantee set forth in Section 2.E below against defects in or failure of any Dedicated Improvements that are detected or that occur following such acceptance, nor shall it in any manner make the City or City Engineer an insurer of, nor relieve the contractor or Developer of, any obligations or guarantees concerning the contractor's performance.

E. **Guarantee.** Except as may be caused by the willful misconduct of City, Developer guarantees all Dedicated Improvements against construction defects that appear within a period of one year from the date of acceptance by the City and shall pay for any damages resulting therefrom to City property. Developer shall provide a one-year maintenance guarantee bond or letter of credit in the amount of 10% of the Security provided under Section 1.F.1 upon acceptance of the Dedicated Improvements. If any construction defect appears during the guarantee period, Developer shall make the required replacement or acceptable repair as reasonably directed by the City Engineer at Developer's expense. Such replacement or repair shall be completed within thirty days of receipt of notice regarding the need for replacement or repair from the City Engineer, weather permitting and absent circumstances outside the control of Developer preventing completion within such time period. If Developer fails to cure the defect, or if the City determines that immediate action is necessary, the City may affect the cure and may recover the cost thereof directly from Developer or may proceed against the one-year maintenance guarantee bond or letter of credit. This guarantee shall not be a bar to any action the City may have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situation. All guaranties or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City (as beneficiary).

- F. **Remedies.** The remedies provided in this Section 2 are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

SECTION 3: REPRESENTATIONS AND WARRANTIES

A. Developer's Representations and Warranties. Developer represents and warrants to the City that:

1. Developer has the full power and authority to enter into this Agreement and perform the obligations herein, controls the development of the Property, is a limited partnership authorized under the laws of the State of Wisconsin to conduct business in Wisconsin, and is in good standing with the Wisconsin Department of Financial Institutions.
2. The individual(s) signing below for the Developer has/have full power and authority to execute this Agreement on behalf of the Developer, and to bind the Developer to the Agreement.
3. The Developer shall cause the Property to be developed in accordance with the terms of this Agreement and all applicable local, state and federal laws, ordinances and regulations. The Developer shall obtain any and all permits, licenses or other approvals as may be required in order to develop the Property in a timely manner.
4. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement are prevented, limited by or conflicts with or results in the breach of the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
5. There is no litigation, arbitration, or governmental proceeding pending or threatened against Developer which would, if adversely determined, materially affect the financial condition or continued operations of Developer or Developer's ability to fulfill its obligations under this Agreement.
6. There are no liens or mortgages outstanding against the Property, recorded or unrecorded, except any that are subordinated to the City's rights under this Agreement.
7. Developer has access to sufficient funds for completion of the Development contemplated by this Agreement.

B. City's Representations and Warranties. The City represents and warrants to Developer that:

1. The City is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
2. The individuals signing below on behalf of the City have been authorized by the City Council to execute this Agreement on behalf of the City.

SECTION 4: DEFAULT AND REMEDIES UPON DEFAULT

A. The following shall constitute default by Developer under this Agreement:

1. Developer files for bankruptcy or is adjudged bankrupt, or Developer makes a general assignment for the benefit of its creditors.
2. Developer or its general contractors disregards or otherwise violates any statutes, ordinances, regulations, order, or instructions of the City or any of its employees, agents, or commissions that are applicable under this Agreement which default is not cured by the Developer within ten business days of written notice by City to Developer.
3. Failure of performance by Developer or Developer's contractor or subcontractor to install, furnish, and provide any Improvement which default is not cured by the Developer within ten business days of written notice by City to Developer.
4. Any other Developer default or failure to perform under any provision of this Agreement which default is not cured by the Developer within ten business days of written notice by City to Developer.

B. The City reserves to itself all rights and remedies available at law, in equity, under this Agreement, under the City Code, or under the Security or other surety provided by Developer, to cure any default. The City also may issue a cease and desist order, stopping all activities with respect to the Development and Improvements, until the default has been cured to the City's satisfaction. If any event of default is such that is not capable of being cured within ten business) days after receipt of such notice in the reasonable discretion of the City, and if the Developer (a) initiates corrective action within said period and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Developer shall have such additional time as is reasonably necessary to cure such event of default prior to the exercise of any remedies by the City but in no event more than forty-five (45). In no event, however, shall the City be precluded from exercising remedies if its security becomes or is about to become materially jeopardized. The Developer's investor limited partner shall have the right, but not the obligation, to cure defaults under this Agreement in the same manner as the Developer and such cure shall be deemed to have been made by the Developer hereunder. Notwithstanding the foregoing, if a condition exists on the Property that constitutes a threat to the health or safety of the public or a danger to the City's property (including utility infrastructure), the City shall not be required to provide written notice or a cure period, and the City shall instead have the right to immediately enter upon the Property and take all steps necessary to remedy the condition and recover the reasonable cost thereof from Developer.

C. All remedies shall be cumulative and the exercise of one shall not preclude the exercise of others.

SECTION 5: INSURANCE AND INDEMNITY

A. **Indemnification.**

1. **Hold Harmless.** Except only to the extent caused by the negligence or willful misconduct of the City, Developer shall indemnify and hold harmless the City, its officers, agents, independent contractors, and employees from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of work in connection with the construction of the Improvements pursuant to this Agreement ("**Work**"), provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death,

or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any act or omission of Developer, its officers, agents, independent contractors, or employees, or anyone for whose acts any of them may be made liable, regardless of whether or not it is caused in part by an indemnified party. In any and all claims against the City, its officers, agents, independent contractors, or employees by Developer, its officers, agents, independent contractors, employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under this Section 5.A. shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, its officers, agents, independent contractors, or employees under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, Developer shall indemnify and save harmless, and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses related to the defense of any claim asserted or imposed upon the City, its officers, agents, independent contractors, and/or employees growing out of this Agreement by any party or parties except those claims asserted by Developer against the City, its officers, agents, independent contractors, and/or employees in an effort to enforce this Agreement.

2. **Indemnification for Environmental Contamination.** Developer shall indemnify, defend, and hold the City and its officers, agents, independent contractors, and employees harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property or Dedicated Improvements dedicated or conveyed to the City by, under, pursuant to, or in connection with the Development and this Agreement of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether the soil, groundwater, air, or any other receptor. The City agrees that it will promptly notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property.

B. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents, independent contractors, or employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.

C. **Insurance.**

1. **Developer's Insurance.** Until the end of the guarantee period set forth in Section 2.E, Developer shall, at its expense, obtain and carry comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability) with combined single limits of at least One Million Dollars for one person and at least Five Million Dollars per occurrence, and at least One Million Dollars property damage (or such other amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its agents, employees, and officials, and all insurers shall agree not to

cancel or change the same without at least thirty days' written notice to the City. A certificate of Developer's insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or affect the City's right to recover thereon.

2. **Contractor's and Subcontractor's Insurance.** Until the Dedicated Improvements have been dedicated to the City, Developer shall require that the general contractor and all subcontractors engaged in the construction of the Improvements maintain, at the contractor's expense during the contract time, liability insurance as hereinafter specified: Contractor's Commercial General Liability and Property Damage Insurance including vehicle coverage issued to the contractor and protecting the contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of, or in connection with, any operations under the contract documents, whether such operations be by the contractor himself or by any subcontractor under the contractor, or anyone directly or indirectly employed by the contractor or by a subcontractor under the contractor. Insurance shall be written with a limit of liability of not less than One Million Dollars for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than One Million Dollars aggregate for any such damage sustained by two or more persons in any one accident.
3. **Certificates of Insurance.** Certificate(s) of insurance acceptable to the City shall be filed with the City prior to the later of: (i) commencement of any construction of the Improvements; or (ii) the date of execution of this Agreement.

SECTION 6: GENERAL PROVISIONS

- A. **Title.** Developer warrants that it is the owner of the Property, that no other person or party has an interest of record in the Property (except to the extent such interest has been fully subordinated to this Agreement or has been disclosed in writing to the City and approved by the City prior to the execution of this Agreement), that it has the full right and authority to make the agreements, warranties, consents, and waivers in this Agreement and that, upon dedication, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City pursuant to this Agreement, or other instruments required by this Agreement. Developer shall provide the City with a copy of Developer's owner's policy of title insurance (or other title evidence acceptable to the City) showing that Developer has title as warranted above. Developer shall defend, indemnify, and hold the City harmless from any claims, suits, or damages related to the City's acquisition or ownership of interests in the property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.
- B. **Permits.** Developer is responsible for obtaining all licenses, permits, approvals, and authority necessary to perform its obligations under this Agreement.
- C. **Compliance with Laws.** Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances that are in effect or that may be placed in effect that may affect the Development or construction of the Improvements to be accomplished under this Agreement. Developer further agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from Developer's failure to comply with an applicable federal, state, or local law, regulation, or ordinance.
- D. **Compliance with Ordinances.** Developer shall adhere to all applicable provisions of the City's subdivision code, and any other applicable ordinances or laws with respect to the design, construction, and installation

of Improvements, except as to variances or waivers of those requirements. Where standards and/or specifications have not been established by the City, all work shall be made in a good and workmanlike manner in accordance with established engineering practices.

- E. Inspections.** Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.
- F. City Costs.** Developer shall promptly pay all fees and costs required by the City Code in connection with the Development.
- G. No Vested Rights.** Except as provided by law, no vested right in connection with the Development shall inure to Developer. The City does not warrant by this Agreement that Developer is entitled to any required approvals. The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district.
- H. No Release or Waiver.** 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 or the City by the City Code or any statutes or regulations applicable to the Improvements. No approval by City staff, the City Engineer, the City Attorney, or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the City Code, or any statutes or regulations governing the Improvements or good engineering practices meeting the standard of care. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer nor the acceptance of any Improvements.
- I. Municipal Corporation.** Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05.
- J. Attorneys' Fees.** If either party is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the other party prevails in the litigation or arbitration, the non-prevailing party shall pay all costs, including reasonable attorneys' fees and expert witness fees incurred by the prevailing party in such action. If the court or arbitrator awards relief to both parties, each will bear its own costs in their entirety.
- K. Successors Bound.** This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors, and assigns.
- L. Assignment.** Developer shall not assign this Agreement without the written consent of the City.
- M. Amendment.** This Agreement may only be amended by a written amendment instrument approved and executed by the City and Developer.
- N. Notices and Correspondence.** Unless otherwise stated in this Agreement, the delivery of all notices and correspondence shall only be effective upon being delivered personally or sent by prepaid United States Postal Service certified mail with return receipt requested to the parties as follows:

To the City: City of Dodgeville
Attn: City Clerk
100 E. Fountain Street
Dodgeville, WI 53533

To Developer: JNB Dodgeville Family, LP
Attn: Brian J. Fritz
1621 Progressive Pkwy.
PO Box 703
Platteville, WI 53818

With a copy to:

Wells Fargo Bank, N.A.
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Manager, CLI Deal Management

All notices shall be considered to have been delivered at the time such notices are personally delivered to a party, or three days after the date of postmark on any prepaid certified letter. Either party may change its address for notice by providing written notice of the new address using the notice procedure set out in this Section.

- O. Severability.** If any part, term, or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term, or provision of this Agreement, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- P. Survival.** Sections 1.A.2, 1.A.5, 2.C, 2.D, 2.E, 3.A, 3.B, 5.A, 5.B, and 6.A through 6.J of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive termination, shall survive the termination of this Agreement.
- Q. Entire Agreement.** This Agreement embodies the entire agreement between the City and Developer and supersedes all prior agreements and understandings relating to the Development.
- R. Recording.** Promptly following its execution, Developer shall record this Agreement with the Iowa County Register of Deeds, and shall provide the City with evidence of recording. All costs of recording this Agreement and any other document related to the Development shall be paid by the Developer. Each party shall, within fifteen (15) business days of receipt of written notice from the other party, execute, acknowledge, and deliver to the requesting party a written statement (i) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modifications and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the requesting party under this Agreement (or specifying such defaults if any are claimed), and (iii) certifying any other accurate matters as may be reasonably requested by the requesting party. Upon the later of (a) completion of Developer's obligations under this Agreement or (b) ten (10) years from the Effective Date, the City shall cooperate with Developer in executing and recording a written termination of this Agreement.

- S. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin.
- T. Headings.** The section and paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
- U. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted its various provisions. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- V. Counterparts.** This Agreement may be executed in one or more counterparts and, upon execution and delivery by each of the parties hereto, shall constitute one and the same enforceable agreement.

[signature page follows]

[signature page to Developer Agreement for Dodgeville Family Housing Development]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by duly authorized officers as of the dates shown in the notary blocks below.

DEVELOPER: JNB Dodgeville Family, LP
By JNB Dodgeville Family GP, LLC, its general partner
By Iceberg Development Group, LLC, its manager

By _____
James N. Bergman, Sole Member

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named James N. Bergman, the sole member of Iceberg Development Group, LLC, the manager of JNB Dodgeville Family GP, LLC, the general partner of JNB Dodgeville Family, LP to me known to be the person(s) who executed the foregoing document and acknowledged the same.

Print or Type Name: _____
Notary Public, State of _____
My Commission: _____

[signature page to Developer Agreement for Dodgeville Family Housing Development]

CITY OF DODGEVILLE:

Barry Hottmann, Mayor

Lauree Aulik, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF IOWA)

Personally came before me this ____day of _____, 2025, the above named Barry Hottmann, Mayor, and Lauree Aulik, City Clerk, of the City of Dodgeville, to me known to be the persons who executed the foregoing document and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:
Atty. Julia K. Potter
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53701-0927

CONSENT AND SUBORDINATION OF LENDER

The undersigned (“**Lender**”) is the mortgagee of real estate subject to this Agreement under that certain mortgage from JNB Dodgeville Family, LP to Mound City Bank dated April 29, 2025 and recorded on _____, 2025 as Document No. _____ in the Office of the Register of Deeds for Iowa County, Wisconsin (“**Mortgage**”). Lender hereby expressly consents to the execution of the forgoing Agreement and the recordation thereof against the Property and agrees that the Mortgage and Lender’s rights and remedies under it shall be subordinate to the Agreement. Lender agrees that in the event of a foreclosure of the Mortgage or a transfer in lieu of foreclosure of all or any part of the Property, the purchaser at any such foreclosure or the transferee under any deed in lieu of foreclosure shall take title to the Property subject to all of the terms and conditions of this Agreement as if this Agreement had been recorded in the Office of the Register of Deeds for Iowa County prior to the recording of the Mortgage.

In witness whereof, Lender has caused this Consent and Subordination of lender to be executed this _____ day of _____, 2025.

MOUND CITY BANK

Name: _____

Title:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above named _____ (name), _____ (title), of Mound City Bank, to me known to be the person who executed the foregoing Consent and Subordination of Lender and acknowledged the same.

Print or Type Name: _____

Notary Public, State of Wisconsin

My Commission: _____

EXHIBIT A
Legal Description of the Property

Lot 1 of Iowa County Certified Survey Map No. 2091, recorded in the office of the register of Deeds for Iowa County, Wisconsin in Volume 15 of Certified Survey Maps, Pages 217-220, as Document No. 387508, located in the NW1/4 of the NE1/4, and the SW1/4 of the NE1/4, and the NE1/4 of the NW1/4 of Section 27, T6N, R3E, City of Dodgeville, Iowa County, Wisconsin.

PIN: 216-1077

Depiction of the Property

IOWA COUNTY CERTIFIED SURVEY MAP NO. 2091

Pages: 4

Part of Lot 1, Iowa County Certified Survey Map Number 795, Recorded in Volume 5, CSM's, Page 197-199, Document No. 272300, Located in the NW1/4 of the NE1/4, and the SW1/4 of the NE1/4, and the NE1/4 of the NW1/4 of Section 27, T6N, R3E, City of Dodgeville, Iowa County, Wisconsin.

WILLIAM R. BULAWA
S-2167
PRAIRIE DU CHIEN, WI.
LAND SURVEYOR

WISCONSIN

GORDON COURT
MADISON STREET
GRACE ST.

U.S.H. 18th

BEAVER DR. S

Outlot 1
0.23 Acres
(10,080 S.F.)

Lot 1
7.59 Acres
(330,800 S.F.)

Lot 2
20.88 Acres
(914,088 S.F.)

20' Wide Sanitary Sewer Easement
See Sheet 2 of 4
(for Details)

BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, IOWA COUNTY ZONE, NAD 83 2011 ADJUSTMENT THE EAST-WEST 1/4 LINE OF SECTION 27, MEASURED AS BEARING N89°39'39" W

SCALE 1" = 200'

0 100 200 300 400

OWNER:
CHAD A KORNBERGER
5175231 CITY C
SPRING GREEN, WI 53588

by: mbu

EXHIBIT B
Form of Utility Easement

This Utility Easement Agreement (“Agreement”) is by and between _____, as Grantor and owner of the property described herein (“GRANTOR”), and the City of Dodgeville, a Wisconsin municipal corporation, as Grantee (“City” or “GRANTEE”), to be effective on the date it has been executed by all parties.

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Dodgeville, Iowa County, Wisconsin, (“Parcel”) which portion is described in Attachment A as the Easement Area (“Easement Area”).

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, construct, install, operate, maintain, alter, replace, repair, upgrade, rebuild, relocate, remove or bury utility apparatus on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area and GRANTOR’S adjacent property for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. Construction. GRANTEE shall notify GRANTOR prior to commencing work within the Easement Area with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City, except that restoration shall not include buildings, permanent structures, trees/shrubs/bushes/landscaping, or other obstructions placed over or within the Easement Area subsequent to the date this Agreement is recorded. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from construction, installation, operation, maintenance, alteration, replacement, repair, upgrading, rebuilding, relocating, removal, or burial, of utility apparatus and facilities. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn maintenance of the surface of the Easement Area.

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights

RETURN TO:
City of Dodgeville
100 E Fountain Street
Dodgeville, WI 53533

P.I.N.
(See attached Exhibit A)

granted by this easement, provided that the GRANTOR shall not erect or construct any building or other permanent structure or plant any trees within the Easement Area. The City will allow the growth of grass; shrubs and small bushes within the Easement Area provided they do not interfere with the operation and/or maintenance of the facilities located within the Easement Area. The City acknowledges that a portion of the Easement Area is now or may in the future be covered with concrete and/or asphalt curbing, driveway and other hard surfacing (hereinafter collectively referred to herein as the "Hard Surfacing").

7. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

8. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in writing.

9. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that it is the owner of the property described herein and that it has full authority to sign this Agreement and to bind the property accordingly.

10. Binding Effect on Successors and Assigns. This Agreement and the easement created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of the parties, it being the express intent that this Agreement be perpetual and run with the land.

11. Transferability to Public Utilities and Governmental Entities. City may assign some or all of its rights under this Agreement to third parties, including without limitation public utilities, governmental entities, or its successor in interest.

12. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this _____ day of _____ 202__.

EXHIBIT B-1

(attach utility easement depictions)

EXHIBIT C
Stormwater Exhibit

See attached one-page “Post-Development Watershed Delineation” exhibit
prepared by Vierbicher and dated 3/26/2025

