

**TAX INCREMENTAL DISTRICT NO. 6  
DEVELOPMENT AGREEMENT  
(WISCONSIN WEALTH MANAGEMENT, LLC)**

This Development Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between WISCONSIN WEALTH PROPERTIES, LLC ("DEVELOPER"), a limited liability company, organized under the laws of the State of Wisconsin, and THE VILLAGE OF HARRISON ("VILLAGE"), a municipal corporation of the State of Wisconsin located in Calumet & Outagamie Counties, Wisconsin.

**RECITALS**

DEVELOPER and VILLAGE acknowledge the following:

WHEREAS, the DEVELOPER has purchased real property located in the Village and identified on **Exhibit A** attached hereto, referred to as the "Property"; and

WHEREAS, the VILLAGE, effective January 1, 2024, created Tax Increment District #6 (TID #6) pursuant to Section 66.1105, Wis. Stats. and approved a plan for the development of TID #6, also known as the TID #6 Project Plan, and the Property is located entirely within the boundaries of TID #6; and

WHEREAS, certain costs incurred by the VILLAGE for development of TID #6 may be reimbursed from property tax increments as provided by state law; and

WHEREAS, the DEVELOPER has approached the VILLAGE indicating a desire to develop Parcel No. 33826, a property formerly known as the Darboy Club (the "Project"); and

WHEREAS, the VILLAGE desires to encourage economic development, expand its tax base, and create new jobs within the Village and the TID #6 and the VILLAGE finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interest of the VILLAGE and its residents and serve a public purpose; and

WHEREAS, the DEVELOPER warrants that the Project would not occur without the use of Tax Increment Financing for the purposes provided herein; and

WHEREAS, both the DEVELOPER and the VILLAGE acknowledge that a prior agreement exists for the demolition of the former Darboy Club and that both parties agree that all responsibilities in that agreement has been fulfilled and that this Agreement shall hereafter stand alone; and

WHEREAS, the VILLAGE, pursuant to Village Board action dated \_\_\_\_\_, 20\_\_, has approved this Agreement and authorized the execution of the Agreement by the proper Village officers on the Village's behalf; and

WHEREAS, the DEVELOPER has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf; and

WHEREAS, all terms that are capitalized but not defined in this Agreement and that are defined under Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

### **AGREEMENT**

- I. **DEFINITIONS.** For purposes of this agreement, the following terms shall have the following meanings:
- a. AGREEMENT. This document and all its component parts.
  - b. AGGREGATE ASSESSED VALUE. The assessed value of the DEVELOPMENT PROPERTY and DEVELOPMENT IMPROVEMENTS.
  - c. IMPROVEMENTS contemplated by this AGREEMENT.
  - d. AVAILABLE TAX INCREMENT. The amount of positive tax increment (as defined in § 66.1105 Wis. Stats.) generated solely by the DEVELOPMENT PROPERTY and DEVELOPMENT IMPROVEMENTS in each calendar year.
  - e. SITE PLAN. The conceptual plan, including the covenants applicable to the DEVELOPMENT PROPERTY, and the lot and buildings layout. Such plan is attached as **Exhibit B**.
  - f. DEVELOPMENT IMPROVEMENTS. Structures, buildings and accoutrements constructed by DEVELOPER.
  - g. DEVELOPMENT PROPERTY. The 4.10-acres of property identified as Location Ids: 33826, and otherwise illustrated in Exhibit A.
  - h. GROUND DISTURBANCE ACTIVITIES. The commencement of any construction of the DEVELOPMENT IMPROVEMENTS contemplated by this AGREEMENT including site preparation unless otherwise specified.
  - i. PAYMENT DATE. Payments under this Agreement shall be due in annual installments on or before September 30 of each year for the previous year's AVAILABLE TAX INCREMENT, beginning on September 30 of the calendar year following the first tax year in which there is a positive AVAILABLE TAX INCREMENT and continuing on each September 30 thereafter until the TIF TERM is reached or until the PERFORMANCE INCENTIVE is paid whichever is first.
  - j. PERFORMANCE INCENTIVE. Annual payments of 10% of the AVAILABLE TAX INCREMENT to DEVELOPER paid through the TIF TERM or until the amount of \$733,250.00 is reached, whichever is first, payable to DEVELOPER as provided in this AGREEMENT. Provided, however, any portion of the PERFORMANCE INCENTIVE that is not paid

during the TIF TERM due to insufficient AVAILABLE TAX INCREMENT shall be waived and forgiven and the VILLAGE shall have no obligation to pay all or any portion of said balance.

- k. SHORTFALL PROTECTION. A formula to reduce the total aggregate PERFORMANCE INCENTIVE of \$733,250.00 in the event the AGGREGATE ASSESSED VALUE of improvements totaling at least \$7,332,491, is not met on or before January 1, 2035.
- l. TIF. The VILLAGE of Harrison Tax Incremental Finance District #6 (TID #6).
- m. TIF TERM. The initial life of the TIF terminating December 31, 2043. The TIF TERM shall not include any extension of the initial term.

## II. CONSTRUCTION OF DEVELOPMENT IMPROVEMENTS.

- a. DEVELOPER to Construct. As a condition precedent to any of the VILLAGE's obligations contained in this Development Agreement, DEVELOPER shall, at its own cost construct the DEVELOPMENT IMPROVEMENTS shown on the SITE PLAN in accordance with the specifications required by the SITE PLAN approved by the VILLAGE and subject to the terms and conditions of this AGREEMENT.
  - 1. Approval of Public Bodies. DEVELOPER has obtained from the VILLAGE and all other appropriate governmental bodies (and all other councils, boards and parties having right to control, permit, approve or consent to the development and use of the DEVELOPMENT PROPERTY) all necessary approvals to develop and utilize the DEVELOPMENT PROPERTY. Notwithstanding the foregoing, the VILLAGE shall not unreasonably withhold approval.
  - 2. Duty to Obtain Permits. The DEVELOPMENT IMPROVEMENTS to be constructed upon the DEVELOPMENT PROPERTY by DEVELOPER and their uses shall be in compliance with all applicable municipal zoning and building ordinances of the VILLAGE where applicable state or federal standards apply. The AGREEMENT shall not obligate the VILLAGE to grant variances, exceptions or conditional use permits or to grant any other approval of the SITE PLAN nor any amendments thereto. Notwithstanding the foregoing, the VILLAGE shall not unreasonably withhold approval.
  - 3. Standards for Construction. DEVELOPER shall see to it that the DEVELOPMENT IMPROVEMENTS are constructed in a good and workmanlike manner and consistent with prevailing industry standards for high quality construction in the area of the VILLAGE. DEVELOPER shall perform all work in compliance with applicable laws, regulations, ordinances and permits and DEVELOPER shall at its own cost and expense obtain all necessary permits and licenses required therefore.
  - 4. Acceptance of AGREEMENT, No Waiver. The acceptance and granting of the approval, licenses and permits by the VILLAGE

hereunder shall not obligate the VILLAGE to grant any variances, exceptions or conditional use grants or approve any building or use the VILLAGE determines not to be in compliance with the municipal codes or ordinances of the VILLAGE or in the best interest of the VILLAGE. Notwithstanding the foregoing, the VILLAGE shall not unreasonably withhold approval.

- b. Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this AGREEMENT, or any documents incorporated herein by reference, DEVELOPER shall indemnify and save harmless the VILLAGE, its officers, agents, representatives, and employees and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from, relate to, or arise in the course of, any act or failure to act by DEVELOPER in connection with its development of the DEVELOPMENT PROPERTY and this AGREEMENT. To secure this indemnification, the DEVELOPER shall keep and maintain throughout the TIF TERM a General Liability insurance policy in the aggregate amount of \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person, all naming the VILLAGE as an additional insured. This indemnification shall apply to all construction activities and procedures related to such activities regardless of whether the work is performed on the DEVELOPMENT PROPERTY or outlot(s) owned by the VILLAGE.

### III. PERFORMANCE INCENTIVE.

#### a. PERFORMANCE INCENTIVE

1. PERFORMANCE INCENTIVE. Commencing September 30, 2027, the VILLAGE shall pay DEVELOPER 10% of the AVAILABLE TAX INCREMENT, if any, until the PERFORMANCE INCENTIVE is reached or until the TIF TERM, whichever is sooner.
2. SHORTFALL PROTECTION. If DEVELOPER has not constructed improvements of an AGGREGATE ASSESSED VALUE of \$7,332,491 before September 30, 2027, the total aggregate PERFORMANCE INCENTIVE of \$733,250 shall be reduced by a percentage equal to the percentage derived by dividing the AGGREGATE ASSESSED VALUE of the improvements as of January 1, 2028, as the numerator by \$7,332,491 as the denominator.
  - i. For the avoidance of doubt, each year, the VILLAGE shall never pay DEVELOPER more than 10% of the AVAILABLE TAX INCREMENT timely paid and collected by the VILLAGE in said year.
3. The PERFORMANCE INCENTIVE, as evidenced by this Agreement, shall be a special and limited obligation of the VILLAGE and not a general obligation. Payments under this Agreement shall be due in

annual installments on September 30 of each year for AVAILABLE TAX INCREMENT timely paid and actually received by the VILLAGE in said year if and only to the extent taxes are timely paid by DEVELOPER, beginning on September 30 of the calendar year following the first tax year in which there is a positive AVAILABLE TAX INCREMENT paid to the VILLAGE and continuing on each September 30 thereafter until the TIF TERM is reached or until the PERFORMANCE INCENTIVE is paid whichever is first. Payments under this Agreement shall be made solely from AVAILABLE TAX INCREMENT attributable to the DEVELOPMENT PROPERTY received by the VILLAGE each year. In no event shall the VILLAGE'S payment to DEVELOPER exceed 10% of the AVAILABLE TAX INCREMENT generated by the DEVELOPMENT PROPERTY in each tax year.

- b. Duty to Pay Property Tax. No incentive to DEVELOPER provided for in this AGREEMENT shall be paid or deemed due and owing to DEVELOPER for any year in which any property tax pertaining to the DEVELOPMENT PROPERTY or any portion thereof which is under the ownership and control of the DEVELOPER, is not timely paid. Nothing in this AGREEMENT shall in any way affect the VILLAGE's right to enforce collection of property taxes in the manner provided by law

#### IV. DEFAULT

- a. DEVELOPER Default.
  - 1. Remedies. In the event any representation or warranty of DEVELOPER herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made, the VILLAGE shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the VILLAGE shall have the following specific rights and remedies:
    - i. Cancellation of the PERFORMANCE INCENTIVE.
    - ii. With respect to matters that are capable of being corrected by the VILLAGE, the VILLAGE may at its option enter upon the DEVELOPMENT PROPERTY for the purpose of correcting the default and the VILLAGE's reasonable costs in correcting same, plus interest at the legal rate under Wisconsin Statutes, shall be paid by DEVELOPER to the VILLAGE immediately upon demand.
    - iii. Injunctive relief.
    - iv. Action for specific performance; and
    - v. Action for money damages.
  - 2. Reimbursement. Any amounts expended by the VILLAGE in enforcing this AGREEMENT and the obligations of DEVELOPER hereunder, including reasonable attorney's fees, and any amounts expended by the VILLAGE in curing a default on behalf of

DEVELOPER, together with interest at the legal rate, shall be paid by DEVELOPER to the VILLAGE upon demand and shall constitute a lien against the DEVELOPMENT PROPERTY until such amounts are reimbursed or paid to the VILLAGE, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

3. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
4. Failure to Enforce Not a Waiver. Failure of the VILLAGE to enforce any provision contained herein shall not be deemed a waiver of the VILLAGE's rights to enforce such provision of any other provision in the event of a subsequent default.

b. VILLAGE Default.

1. Remedies. In the event of the VILLAGE's default hereunder which is not cured within thirty (30) days after written notice thereof to the VILLAGE, DEVELOPER shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, DEVELOPER shall have the following specific rights and remedies:
  - i. Injunctive relief.
  - ii. Action for specific performance; and
  - iii. Action for money damages.
2. Reimbursement. Any amounts expended by DEVELOPER in enforcing this AGREEMENT and the obligations of the VILLAGE hereunder, including reasonable attorney's fees, and any amounts expended by DEVELOPER in curing a default on behalf of the VILLAGE, together with interest at the legal rate shall be paid by VILLAGE to DEVELOPER upon demand.
3. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
4. Failure to Enforce Not a Waiver. Failure of DEVELOPER to enforce any provision contained herein shall not be deemed a waiver of DEVELOPER's rights to enforce such provision or any other provision in the event of a subsequent default.

V. REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. DEVELOPER represents and warrants to and covenants with the VILLAGE as follows:

1. No Material Change. All copies of documents, contracts and agreements which DEVELOPER has furnished to the VILLAGE or its agents are true and correct.
2. Taxes. DEVELOPER has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes.

3. Compliance with Zoning. DEVELOPER covenants that the DEVELOPMENT PROPERTY, upon completion of the DEVELOPMENT IMPROVEMENTS, will conform and comply in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
4. Payment. All work performed or materials furnished for the DEVELOPMENT IMPROVEMENTS will be fully paid for by DEVELOPER in compliance with all applicable laws, in a timely manner.
5. Certification of Facts. No statement of fact by DEVELOPER contained in this AGREEMENT and no statement of fact furnished or to be furnished by DEVELOPER to the VILLAGE pursuant to this AGREEMENT contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
6. Good Standing. DEVELOPER is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
7. Due Authorization. The execution, delivery and performance of this AGREEMENT and all other agreements requested to be executed and delivered by DEVELOPER hereunder have been duly authorized by all necessary corporate action of DEVELOPER and constitute valid and binding obligations of DEVELOPER, in accordance with their terms.
8. No Conflict. The execution, delivery, and performance of DEVELOPER's obligations pursuant to this AGREEMENT will not violate or conflict with DEVELOPER's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which DEVELOPER is bound, nor will the execution, delivery, or performance of DEVELOPER's obligations pursuant to this AGREEMENT violate or conflict with any law applicable to DEVELOPER.
9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting DEVELOPER or the DEVELOPMENT that would adversely affect in any significant or material way the Redevelopment Project, DEVELOPER or the priority or enforceability of this AGREEMENT, the ability of DEVELOPER to complete the DEVELOPMENT IMPROVEMENTS or the ability of DEVELOPER to perform its obligations under this AGREEMENT.
10. Compliance with Laws and Codes. DEVELOPER covenants the DEVELOPMENT IMPROVEMENTS, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the VILLAGE. DEVELOPER will at all times comply

with and will cause the Development to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

11. No Assignment. DEVELOPER will not transfer, assign, convey, lease or encumber, nor will DEVELOPER agree to or permit the transfer, assignment, conveyance, lease or encumbrance of the DEVELOPMENT IMPROVEMENTS, or the DEVELOPMENT PROPERTY, to any person or in any manner which would render all or any part of the DEVELOPMENT PROPERTY exempt from property taxation. The principals, shareholders, members, managers and or partners of DEVELOPER will not transfer, assign, convey or encumber their respective interests in DEVELOPER, without first obtaining the written consent of the VILLAGE. Notwithstanding the foregoing, upon the death or incapacity of any principal, shareholder, member, manager and/or partner of DEVELOPER, said principal's, shareholder's, member's, manager's, and/or partner's interest may be transferred to a member of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner of DEVELOPER or to a trust, the beneficiaries of which are members of the immediate family of the deceased or incapacitated principal, shareholder, member manager and/or partner of DEVELOPER. Any member of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner or a trust for the benefit of the members of the immediate family shall not thereafter transfer its interest in DEVELOPER without the prior written consent of the VILLAGE.
12. VILLAGE Right to INSPECT. DEVELOPER will permit VILLAGE and VILLAGE's construction consultant or inspector, at all reasonable times to inspect the DEVELOPMENT IMPROVEMENTS and all matter relating to the DEVELOPMENT PROPERTY. VILLAGE assumes no obligation to DEVELOPER for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of VILLAGE. The fact that VILLAGE may make such inspections shall in no way relieve DEVELOPER from its duty to independently ascertain that the construction of the DEVELOPMENT IMPROVEMENTS is being completed in accordance with the approved SITE PLAN.
13. Inspection of Records. DEVELOPER will permit the VILLAGE to inspect such information respecting the business, assets and financial condition of the DEVELOPMENT as VILLAGE may reasonably request.
14. Construction Contracts. With respect to all contracts for any portion of the work or materials required for construction of the DEVELOPMENT IMPROVEMENTS, DEVELOPER shall not, without VILLAGE's prior written consent:



- i. waive any of the obligations of the contractor or any subcontractors or material men, or
  - ii. do any act which would relieve the contractor or a subcontractor or a material man from its obligations pursuant to its contract.
- 15. Correction of Defects. DEVELOPER shall, upon demand of VILLAGE correct any material defect, structural or otherwise, in the DEVELOPMENT IMPROVEMENTS, or any departure from the approved SITE PLAN.
- b. VILLAGE hereby represents and warrants to and covenants with the DEVELOPER as follows:
  - 1. Certification of Facts. No statement of fact by VILLAGE contained in this AGREEMENT and no statement of fact furnished by VILLAGE to DEVELOPER pursuant to this AGREEMENT contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein or therein contained not misleading.
  - 2. Good Standing. VILLAGE is a Wisconsin municipal corporation and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
  - 3. Due Authorization. The VILLAGE has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by VILLAGE under this AGREEMENT.
  - 4. No Conflict. The execution, delivery, and performance of VILLAGE's obligations pursuant to this AGREEMENT will not violate or conflict with any indenture, instrument or material agreement by which VILLAGE is bound, nor will the execution, delivery, or performance of VILLAGE's obligations pursuant to this AGREEMENT violate or conflict with any law applicable to VILLAGE.
  - 5. No Litigation. There is no litigation or proceeding pending or threatened against or affecting VILLAGE that would adversely affect the DEVELOPMENT PROPERTY or VILLAGE or the priority or enforceability of this AGREEMENT or the ability of VILLAGE to complete its obligations under this AGREEMENT.

## VI. MISCELLANEOUS PROVISIONS.

- a. Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this AGREEMENT.
- b. Non-waiver of Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of DEVELOPER to obtain all necessary approvals, licenses, and permits from the VILLAGE in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the VILLAGE to approve or disapprove any plans and specifications, or any part thereof, or to impose limitations, restrictions, and requirements on the

development, construction, and/or use of the DEVELOPMENT PROPERTY as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar agreements. The VILLAGE will act diligently and in good faith to review all necessary approvals, licenses, and permits duly requested by the DEVELOPER.

- c. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.
- d. Headings. Descriptive headings are for convenience only and should not control or affect the meaning or construction of any provision of this AGREEMENT.
- e. Delivery of Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, to the parties' respective addresses as follows:
  - 1. To the VILLAGE:  
Village Manager  
Village of Harrison  
W5298 Hwy 114  
Menasha, WI 54952  
Email: cpelishek@harrison-wi.org
  - 2. With a Copy to:  
Herrling Clark Law Office  
Attn: Andrew Rossmeissl  
800 N. Lynndale Drive  
Appleton WI 54914  
Email: ARossmeissl@herrlingclark.com
  - 3. To the DEVELOPER:  
Wisconsin Wealth Management, LLC  
1275 Glory Road  
Green Bay, WI 54304
  - 4. Notice shall be deemed delivered:
    - i. in the case of personal delivery, on the date when personally delivered; or
    - ii. in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery.
- f. Entire Agreement. This AGREEMENT and all other documents and agreements expressly referred to herein contain the entire agreement between the DEVELOPER and the VILLAGE with respect to the matters set forth herein. This AGREEMENT may be modified only by a writing signed by all parties.
- g. Law Applicable. This AGREEMENT shall be construed in accordance with the internal laws of the State of Wisconsin.
- h. Originals and Counterparts. This AGREEMENT may be executed in any

- number of counterparts, each of which shall be deemed to be an original.
- i. Change to AGREEMENT. This AGREEMENT may not be changed orally but only by agreement by the parties in writing signed by the appropriate representatives of each party and with the actual authority of each party.
  - j. Limitation on Liability of VILLAGE Officers, Agents, Employees and Representatives. The DEVELOPER acknowledges and agrees that 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 VILLAGE's officers, agents, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the VILLAGE.
  - k. No Partnership. This AGREEMENT specifically does not create any partnership or joint venture between the parties or render any party liable for any debts or obligations of the other party.
  - l. Recording of AGREEMENT. The parties hereto agree that the VILLAGE may record this AGREEMENT or a memorandum of this AGREEMENT on the record title to the Real Estate. The DEVELOPER shall upon request of the VILLAGE execute and deliver any such memorandum or other document in connection with such recording.
  - m. Consents Running with the Land. This AGREEMENT and all consents, obligations, waivers, and other requirements of the DEVELOPER with respect to the levy of special assessments and otherwise, as set forth in this AGREEMENT, shall be deemed to be a covenant running with the land and shall be binding upon the Real Estate and any and all owners of all or any portion of the Real Estate, and their representatives, successors, and assigns.
  - n. AGREEMENT Binding. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.
  - o. Severance. In the event that one portion of this AGREEMENT, or the application of this AGREEMENT to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the party adversely effected thereby such provision was a material part of the consideration for their entering into this AGREEMENT, that without it they would not have entered into the AGREEMENT) the remainder of this AGREEMENT or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.
  - p. Third Parties. This AGREEMENT is made for the exclusive benefit of the parties hereto and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this AGREEMENT shall not be deemed to have conferred any rights, expressed or implied, upon any other party.
  - q. Neutral Construction. This AGREEMENT is the result of a negotiated agreement by parties and that prior to the execution of this AGREEMENT each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any portion thereof or attachment hereto.

- r. SURVIVAL AND NONMERGER. Any provision of this AGREEMENT which has not been fully performed prior to transfer of possession shall not be deemed to have been terminate, but shall survive unless expressly waived in writing, and shall be in full force and effect until performed. In witness thereof the parties hereto have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- s. PILOT PATYMENTS. DEVELOPER and any future owner of the Property shall make payments in lieu of taxes, in an amount equal to the amount of property taxes which would otherwise be payable to all taxing jurisdictions, in the event that all or any portion of the Property becomes tax exempt from ad valorem property taxes during the life of TID #6 and for 20 years thereafter.

Signature page to follow.

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SIGNATURE PAGE

WISCONSIN WEALTH MANAGEMENT, LLC

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN       )  
  ) SS  
COUNTY OF                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to me known to be the persons who executed the foregoing instrument.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Comm. Exp. \_\_\_\_\_

VILLAGE OF HARRISON

Adopted by the Village Board of the Village of Harrison this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Allison Blackmer, Village President

Attest: \_\_\_\_\_  
Vicki Tessen, Village Clerk

## Exhibit A: Property Description











