

## **TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT**

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”) by and among the VILLAGE OF HARRISON, WISCONSIN (the “**Village**”), a Wisconsin municipal corporation, and HIDDEN HAVEN, LLC, a Wisconsin limited liability company (“**Developer**”).

### **RECITALS**

A. The Village created Tax Incremental District No. 2 (“**District**”) as a mixed-use tax increment district under the Village’s project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the Village Board and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TID Act**”).

B. The Village of Harrison currently owns certain real property in the Village (the “**VILLAGE Property**”).

C. The Village shall record a certified survey map (“**CSM**”) that creates two new parcels out of the entirety of the Village Property.

D. The Village shall convey to Developer a portion of Property consisting of approximately 10.0 acres and described in Exhibit A attached hereto and incorporated herein by reference (the “**Developer Property**”) pursuant to the terms and conditions of this Agreement.

E. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a commercial development on the Developer Property consisting of one or more buildings that include a wedding barn, and associated improvements to host weddings, receptions, corporate events, and community events. (the “**Project**”).

F. Developer acknowledges that but for the conveyance of the Developer Property as contemplated herein, the MRO (as defined below), and the Village Improvements (as defined below) provided by the Village in this Agreement, Developer would not move forward with the Project.

G. The Village believes it is appropriate to use tax increments from the District to provide for, among other things, the: (1) improvement of land, (2) completion of the Village Improvements necessary for the Project, (3) MRO for the benefit of the District to facilitate development within the District, and (4) financing for portions of such improvements.

H. The Village further believes that the Project, as described in this Agreement, is in the best interests of the Village and its residents and is reasonably consistent with the public purposes and the development expectations of the Village, including, but not limited to, expanding tax base and employment opportunities within the Village.

NOW, THEREFORE, the Village and Developer in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

## **AGREEMENT**

### **ARTICLE I – REQUIRED INFORMATION; TERMINATION**

**1.1 Required Information.** The Village shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided by the Developer to the Village in form and substance reasonably acceptable to the Village. Developer shall provide to the Village the following required information related to the Project by the applicable date set forth below (collectively, the “**Required Information**”) and such other documentation as the Village may request, both in form and in substance acceptable to the Village:

(a) On or before February 1, 2026, a schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

- (i) Intended commencement and completion date,
- (ii) Reasonably estimated costs associated with the construction, and
- (iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Developer Property.

(b) On or before February 1, 2026, an estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.

(c) On or before April 1, 2026, all documents authorizing the acquisition of the Developer Property and the construction and financing of the Project and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

(d) On or before April 1, 2026:

- (i) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations,

directives, orders, and requirements necessary to obtain the governmental approvals and permits relating to the Project;

(ii) Copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project); and

(iii) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete (for purposes of obtaining all necessary permits and approvals) and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the Village in writing.

(iv) Purchase documents of additional +/-10 acres of the land to the south of the Village property to be purchased from Crossroads Land Development, LLC.

**1.2 Termination Rights.** If Developer fails to fully and timely provide the Required Information in form and substance reasonably acceptable to the Village, as determined in the discretion of the Village, Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the Village provides Developer written notice of such Default(s), the Village shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

## **ARTICLE II – CONVEYANCE OF VILLAGE PROPERTY**

**2.1 Property to be Conveyed.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, ARTICLE I above), the Village shall convey the Property to the Developer as set forth in this Agreement.

**2.2 General Terms and Conditions.** The conveyance of the Village Property to the Developer shall be subject to the following terms and conditions:

(a) The Village Property shall be conveyed by special warranty deed in the form and substance attached hereto as Exhibit B (the “**Special Warranty Deed**”) with good and marketable title, free and clear of all liens, claims, security interests, mortgages or encumbrances of any kind, except for municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, the property tax exemption restriction and transfer restriction set forth in this Agreement.

(b) Title to the Village Property shall be insured by separate policies of title insurance, or separate binding commitments for such title policies, that will be effective as of their respective closing dates and insure the quality of title of the subject property as provided in Section 2.2(a) above but subject to standard title insurance exceptions, unless the grantee of the subject property, at such party’s sole expense, takes all actions necessary to delete the standard title insurance exceptions to be deleted at closing;

(c) The Village shall be responsible for paying all costs related to evidence of

title in the form of a commitment for an owner's policy of title insurance with a gap endorsement, on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Further, Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner's policy (and lender's policy, as applicable) of title insurance covering the Developer Property in such amounts as may be determined by Developer. Each party hereto shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policies of title insurance described above;

(d) The Developer shall pay the Village Two Hundred-Fifty Thousand and 00/100 (\$250,000) in consideration for the Village's conveyance of the Village Property; said payment must be made in cash or equivalents contemporaneously upon said conveyance;

(e) The closing for the conveyance of the Village Property shall occur contemporaneously with the recording of the CSM by the Village, which itself shall occur on or after the Developer satisfies its obligation to provide all Required Information and delivers a Commencement Notice as required herein;

**2.3 Property Tax Exemption Challenge Restriction.** The Special Warranty Deed shall include a covenant affecting the Property (and running with the land for the life of the District) that prohibits all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation.

### **ARTICLE III – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS**

**3.1 Commencement Notice.** Developer shall provide a written notice to the Village of Developer's intention to commence the Project on or before April 15, 2026 (the "**Commencement Notice**"). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the Village, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the Village, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not timely cure any and all Default(s) within thirty (30) calendar days after the Village provides Developer written notice of such Default(s), the Village shall have the ability to exercise all remedies available in this Agreement, in equity and at law (including, without limitation, terminating this Agreement) and the Village shall have no obligation to issue the MRO or perform any act related to the Village Improvements shall have no obligation to convey the Developer Property to the Developer until all such Defaults are cured, provided the Village does not terminate this Agreement prior to such Defaults being cured. If the Village terminates this Agreement prior to all Defaults being cured, then the Village has no responsibility or obligation to perform any actions otherwise required by them under this Agreement.

**3.2 Developer Improvements.** Developer shall undertake, at Developer's own expense, the following improvements, obligations and work on the Developer Property materially consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively,

the “**Developer Improvements**”):

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (commencement is evidenced by commencing the installation of footings for the building(s)) as set forth in the site plan attached as Exhibit E) and all approved plans contained in Developer’s submission of the Required Documents on or before May 1, 2026 (the “**Commencement Date**”). Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 3.2 with due diligence and without unreasonable delay or interruption (with the exception of Force Majeure Events (as defined below), if any. On or before three hundred sixty-five (365) calendar days after the Commencement Date (the “**Completion Date**”), the Project shall be substantially completed and immediately available for occupancy.

(b) Developer shall be responsible for all landscaping on the Developer Property, including, without limitation, trees, shrubs, seeding or sod related to the Project, but expressly excluding any and all landscaping that will be located on the Village Property.

(c) Developer shall install, or have installed on the Developer Property, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(d) Developer shall install, or have installed, all sanitary sewer and water laterals on the Developer Property, as well as connections of such laterals to new or existing sewer and water mains.

(e) Developer shall install, or have installed, all storm water drainage systems and facilities on the Developer Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(f) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Developer Property, provided, however, for the purpose of clarity, the foregoing excludes any and all erosion control measures to be performed on the Village Property.

(g) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor, water, sanitary sewer, impact fees, permit and license fees and any and all other fees related to the Project.

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer’s successors and assigns and all other persons or entities acquiring any interest in the Developer Property during the term of the District.

**3.3 Progress and Quality of Work.** Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of all of the Developer Improvements with due diligence and without delay or interruption with the exception of Force

Majeure Events and Village Delays (as defined below). The completion of the Project shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Village.

**3.4 Compliance Obligations.** All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes, and Developer, at Developer's sole cost, shall obtain and maintain all necessary permits and licenses for the Developer Improvements.

**3.5 Indemnification.** Developer hereby expressly agrees to indemnify and hold the Village harmless from and against all claims, costs and liability related to any damage to the Developer Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the Village.

**3.6 Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval and any time thereafter when fulfilling its obligations under this Agreement.

**3.7 Payment of Taxes.** Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Developer Property when due.

**3.8 Time is of the Essence.** Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

#### **ARTICLE IV– DEVELOPER GUARANTY AND OBLIGATIONS**

**4.1 Guaranteed Value.** The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment (“**Equalized Value**”) of not less than Four Million Dollars (\$4,000,000.00; the “**Guaranteed Value**”) on the January 1, 2029 (the “**Guaranteed Value Date**”). As a condition to entering into this Agreement, the Village requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer guaranties that, on and after the Guaranteed Value Date, the Equalized Value of the land and improvements on the Developer Property shall at all times during the life of the District be at least the Guaranteed Value.

If the Equalized Value of the Developer Property is less than the Guaranteed Value any time on or after the Guaranteed Value Date, the Developer shall be in Default under this Agreement. If the Equalized Value of the Developer Property is less than the Guaranteed Value at any time on or after the Guaranteed Value Date but the Project was timely completed by Developer and Developer is making all Tax Increment Shortfall payments required in Section 4.3 below, then the Developer shall not be in Default under this Agreement. For the avoidance of any doubt and notwithstanding any provision herein to the contrary, in the event that the Project is not fully-constructed or fully-reconstructed timely by Developer in accordance with the terms of this

Agreement, Developer shall be in Default under this Agreement.

**4.2 Failure to Construct.** If Developer provides a Commencement Notice as required by Section 3.1 above but does not timely complete construction of the Project as herein provided, then Developer shall pay to the Village all sums incurred by the Village with regard to the preparation and drafting of this Agreement and all other costs or expenses related to the Project that are not recoverable from Tax Increments (as defined below). All repayments shall be completed within thirty (30) calendar days after Developer's non-performance or Default under this Agreement.

**4.3 Guaranty Obligations.** If on or any time after the Guaranteed Value Date, the Equalized Value of the Developer Property is less than the Guaranteed Value (each a "**Shortfall Event**"), then Developer shall owe the Village an amount equal to the difference between (a) the Tax Increment the Village otherwise would have received on the Developer Property if the Developer Property's Equalized Value equaled the Guaranteed Value, and (b) the Tax Increment received by the Village in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the "**Tax Increment Shortfall**"). If a Tax Increment Shortfall is owed to the Village, then unless and until the Equalized Value of the Developer Property increases to at least the Guaranteed Value, for each January 1 following a Shortfall Event, that the Equalized Value of the Developer Property is less than the Guaranteed Value, Developer shall pay to the Village an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Developer Property as of any January 1 is equal to or greater than the Guaranteed Value: (i) the Default related to non-compliance with the Guaranteed Value requirement shall be deemed cured, and (ii) no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Developer Property, if such assessed value is at or below the Guaranteed Value.

**4.4 Payment of Tax Increment Shortfall.** Any Tax Increment Shortfall payment due to the Village shall be deducted from any MRO payment (otherwise due Developer but for the Default) from the Village during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer shall pay to the Village an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is no MRO payment due Developer for such year, Developer shall pay to the Village the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the Village from Developer pursuant to this ARTICLE IV shall be made within ten (10) days of written request for payment by the Village, provided however, that such payment shall not be due before the final due date for payment of the real property taxes under any applicable installment payment plan extended to all real property owners in the Village.

## ARTICLE V – VILLAGE IMPROVEMENTS

**5.1 Village Work.** The Village shall install the improvements and perform the work to be performed by the Village as listed in Exhibit F attached hereto and incorporated by reference

(the “**Village Improvements**”) within the construction schedule provided in Exhibit F and pursuant to the terms of this Agreement. If the Village Improvements are not completed within the timeframes provided in Exhibit D, solely as a result of acts or omissions by the Village or any other party completing such Village Improvements on behalf of the Village (each, a “**Village Delay**”), the Village shall not be in default under this Agreement but any performance dates applicable to Developer Improvements that require the specific Village Improvements (or any of them) to be complete in order to commence or complete such Developer Improvements shall be automatically extended for the same period of time (on a calendar day for calendar day basis) as the Village Delay.

**5.2 Third Party Approvals.** The Village represents and covenants to Developer that the Village has obtained or will be able to obtain all federal, state and county approvals required to commence and complete construction of the Village Improvements.

## **ARTICLE VI - ACCESS, INSPECTIONS AND CONTRACTORS**

**6.1 Access and Inspections.** Developer hereby grants to the Village, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Developer Property at all reasonable times (upon at least twenty-four (24) hours’ advance written notice to Developer) for the Village to inspect the Developer Property and the Project or to perform tasks related to the Village Improvements, as applicable.

**6.2 Inspections for Village’s Benefit Only.** Each inspection conducted by the Village or the Village’s agents shall be deemed to have been for the Village’s own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the Village.

**6.3 Contractors and Consulting Engineers.** At any time, the Village shall have the right to retain consulting engineers and architects to perform services for the Village (which shall be at the Village’s expense, unless the Village must perform inspections as a result of Developer’s failure to meet the Final Plans then such expenses will be at Developer’s expense) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the Village of the anticipated cost of, and a time for, the completion of construction work or the Village Improvements; and
- (c) to review and advise the Village of any proposed changes in the construction of the Project.

The Village’s selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the Village for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the Village to perform the work, shall be

licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

## ARTICLE VII – MUNICIPAL REVENUE OBLIGATION

**7.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the Village agrees to issue to Developer, a municipal revenue obligation (the “MRO”) in the amount equal to \$250,000 (Two hundred-fifty-thousand dollars) (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment generated by the project on a yearly basis. “**Available Tax Increment**” means an amount equal to ninety percent (90%) of the Tax Increment actually received by the Village from this project. “**Tax Increment**” shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project and the land and improvements on the Developer Property.

Provided that Developer is not in Default under this Agreement, the Village shall pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31<sup>st</sup> of each year commencing on October 31, 2029 and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2035 (each, a “**Payment Date**”). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the Village may be suspended until all outstanding Defaults are cured.

If the MRO has not been paid in full by the Final Payment Date, then the Village shall have no obligation to make further payments on the MRO. Upon the earlier of the date the MRO is paid in full and the Final Payment Date, the MRO shall terminate and the Village’s obligation to make any payments under the MRO shall be fully discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

## ARTICLE IX – ZONING, LAND USE AND RESTRICTIVE COVENANT

**9.1 Zoning Compliance.** The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Developer Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the Village to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

**9.2 Tax Status/Restrictive Covenant.** Without the prior written consent of the Village (which may be withheld for any reason), Developer shall not use or permit the use of any of the Developer Property in any manner which would render any portion of the Developer Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Developer Property by the Village if such assessment is at or below the Guaranteed Value, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding. Prior to the conveyance of all or any portion of the Developer Property, Developer agrees to record on the Developer Property with the Calumet County Register of Deeds a deed

restriction or restrictive covenant evidencing the restrictions on the Developer Property set forth in this Section.

**9.3 Land Dedications, Transfers and Easements for the Project or Village Improvements.** Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the Village for the construction and maintenance of the Project or the Village Improvements. All documentation for such dedications or easements shall be in form and substance acceptable to the Village and Developer. Developer agrees to cooperate with the Village if the Village desires to prepare certified survey maps or other documentation as deemed appropriate by the Village to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Developer Property in a manner reasonably acceptable to the Village and Developer.

## **ARTICLE X – ASSIGNMENTS AND CHANGES OF CONTROL**

**10.1 Assignments and Change of Control.** Except as otherwise permitted in this Section 10.1 and subject to Section 16.1 below, this Agreement and the MRO shall not be assignable by Developer without the prior written consent of the Village). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the Village. The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit H attached hereto and incorporated herein by reference.

If the Village consents to an assignment of this Agreement by the then current Developer (the "**Assigning Developer**") to an assignee (an "**Approved Assignee**"), in order to effectuate the contemplated assignment of this Agreement, such Approved Assignee shall execute any and all documents required by the Village (in form and substance acceptable to the Village) to confirm that the Approved Assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement (the "**Approved Assignee Documents**"). Upon the Village confirming receipt of such Approved Assignee Documents, such Approved Assignee shall become Developer (replacing such Assigning Developer) for purposes of this Agreement and responsible for all Developer obligations under this Agreement as of the date of such Approved Assignee Documents (the "**Assignment Date**"). The Assigning Developer shall remain liable for all obligations, costs, expenses, liabilities or otherwise of the Developer under this Agreement that arise out of, are due or owing or result from any act or omission of the Assigning Developer prior to the Assignment Date, and the Assigning Developer shall be released from all further liabilities and obligations under this Agreement arising on or after the Assignment Date. The Assigning Developer shall not assign this Agreement to any other party or person other than an Approved Assignee. Any assignment to a party or person other than an Approved Assignee shall be null and void and of no force and effect under the terms of this Agreement and the Assigning Developer shall remain liable as the Developer under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may

be collaterally assigned to a mortgage lender financing the development and completion of the Project (the “**Lender**”). If Lender intends to foreclose on its collateral and intends to succeed in ownership to any or all of the Developer Property, such Lender shall execute and deliver any and all documents required by the Village (in form and substance acceptable to the Village) to confirm that such Lender is bound by the terms of this Agreement and agrees to perform all of Developer’s obligations set forth in this Agreement.

## **ARTICLE XI – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS**

**11.1 Developer Representations, Warranties and Covenants.** Developer represents, warrants and covenants that:

(a) Developer is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;

(c) the execution, delivery, and performance of Developer’s respective obligations pursuant to this Agreement will not violate or conflict with (i) Developer’s articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will use commercially reasonable efforts to complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all applicable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the Village regarding the Project;

(f) Developer will not make or consent to any material modifications to the Final Plans without the prior written consent of the Village;

(g) Developer will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require

Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that Developer shall, within thirty (30) calendar days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the Village) a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may require;

(h) Developer will take all commercially reasonable steps to forestall claims of lien against the Developer Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Developer Property;

(i) Developer will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Developer Property in at least the amount of the full replacement, completed value of the Project improvements on the Developer Property;

(j) Developer will timely pay and discharge all taxes, assessments and other governmental charges upon the Developer Property when due, as well as claims for labor and materials which, if unpaid, may become a lien or charge upon the Developer Property;

(k) Developer will promptly furnish to the Village, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer that could impact Developer being able to timely commence, timely continue or timely complete the Project;

(l) Developer shall deliver to the Village revised statements of estimated costs of the construction for Developer Improvements showing material changes in or variations from the original cost statement provided to the Village within a reasonable time after such changes are known to Developer;

(m) Developer shall provide to the Village, promptly upon the Village's request, any information or evidence deemed reasonably necessary by the Village related to performance of Developer under this Agreement to enable the Village to timely and accurately complete any accounting or reporting requirements applicable to the Village related to the transactions under this Agreement;

(n) to Developer's actual knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Village in writing; and

(o) subject to the terms of this Agreement, it shall not at any time challenge or contest any assessment on the Developer Property by the Village including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding, if such assessment is at or below the Guaranteed Value.

**11.2 Execution Representations and Warranties.** The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

**11.3 Cooperation.** Developer warrants that it shall exercise all commercially reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

## **ARTICLE XII – VILLAGE REPRESENTATIONS**

**12.1 Village Representations.** The Village represents that:

(a) The Village is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Village obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the Village have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the Village is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the Village enforceable against it in accordance with their respective terms.

## **ARTICLE XIV – DEFAULTS**

**14.1 Default.** Any one or more of the following shall constitute a “**Default**” under this Agreement.

(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, the untimely delivery of the Required Information, completion of the Developer Improvements or any default under any other agreement related to the Project) and Developer does not cure such failure within thirty (30) calendar days after receiving a written notice of such failure from the Village.

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement, budget or Project cost delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent

authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The Village fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the Village; or any representation made by the Village in this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

## ARTICLE XV – REMEDIES

**15.1 Remedies.** In the event of a Default, a non-defaulting party shall provide written notice to the defaulting party of the Default (the “**Default Notice**”); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 14.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but, in no event, shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event a Default is not fully and timely cured by Developer, the Village shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not bar the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement:

(i) The Village may refuse to issue any permits to Developer for the

construction of Developer Improvements or any other improvements on the Developer Property;

(ii) The Village may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys' fees incurred by the Village related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO and the construction of the Village Improvements or the conveyance of the Developer Property, as applicable; or

(iv) The Village may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the Village, subject to Section 20.11 below, Developer shall have all of the rights and remedies available in law or in equity, which may include, without limitation, the recovery of all costs and expenses (including reasonable attorneys' fees), however, the Village, as applicable, shall not be liable for any punitive or consequential damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the Village under applicable law.

#### **ARTICLE XVI- SUCCESSORS AND ASSIGNS**

**16.1 Successors and Assigns; Assignment.** This Agreement, and all agreements, instruments and Exhibits entered into herewith, shall run with the Development Property and be binding upon and inure to the benefit of and be enforceable by the permitted successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 10.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the Village, which consent may be withheld for any reason.

#### **ARTICLE XVII – TERMINATION**

**17.1 Termination.** This Agreement shall not terminate until the earlier of:

- (a) termination by the Village of the District pursuant to §66.1105(7) of the TID Act,
- (b) the date the MRO is paid in full, or
- (c) termination of this Agreement by the Village, or the Developer pursuant to the terms of this Agreement;

however, the parties hereto each agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the parties, respectively, under this Agreement as such rights and remedies expressly survive such termination.

#### **ARTICLE XVIII – NOTICES**

**18.1 Notices.** Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the Village:

Village of Harrison  
Attention: Village Manager  
W5298 State Road 114  
Harrison, WI 54952

with a copy to:

Andy Rossmeisl, Esq.  
Herrling Clark.  
800N Lynndale Dr.  
Appleton, WI 54914

If to Developer:

Hidden Haven, LLC  
Attn: Lee Hemmersbach

\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE XIX – APPLICABLE LAW

**19.1 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Calumet County, Wisconsin.

## ARTICLE XX – MISCELLENEOUS

**20.1 Entire Agreement.** This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

**20.2 Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

**20.3 No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the Village warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

**20.4 Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**20.5 Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**20.6 No Waiver; Remedies.** No failure on the part of the Village to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**20.7 No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

**20.8 No Joint Venture.** The Village is not a partner, agent or joint venture of or with Developer.

**20.9 Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the Village on the Developer Property in the office of the Register of Deeds for Calumet County, Wisconsin, and, upon request of the Village, Developer shall execute and deliver to the Village a memorandum of this Agreement in form reasonably acceptable to the parties for recording purposes.

**20.10 Force Majeure.** If any party is delayed or prevented from timely performing any act required under this Agreement (including, but not limited to, the obligation to commence and complete construction by any date, including, without limitation, the Completion Date) by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, quarantine restrictions, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God (each, a “**Force Majeure Event**”), such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the Village, in its sole and absolute discretion, may allow up to a one hundred eighty (180) calendar day extension on the deadlines set forth in Sections 1.1, 3.1 and 3.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues or material cost increases. Any such approved delay by the Village will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply. For the avoidance of any doubt, if a Force Majeure Event causes a delay in the performance of any obligation or satisfaction of any condition of this Agreement, the party delayed by such a Force Majeure Event shall not be in Default under this Agreement for failure to timely perform such affected obligation or condition within the timeframe originally provided (but must timely complete such obligation or condition within the extended timeframe provided in this Section 20.10), and this Section 20.10 shall apply to each of the obligations of each of the parties to this Agreement.

**20.11 Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the Village under applicable law.

**20.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“**.pdf**”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be

their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

**20.13 Recitals.** The RECITALS set forth above are true, accurate and incorporated herein by reference.

**20.14 Good Faith.** Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

**20.15 Authority.** The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of their respective party.

**20.16 Extension of Deadlines for Village Delay or Force Majeure.** For the avoidance of any doubt, any and all date or time deadlines for taking an action or performing a task pursuant to this Agreement (for either party) are in all instances and respects subject to a day-for-day extension as a result of a Village Delay or a Force Majeure Event. For example purposes only, if there is a Village Delay that lasts ten (10) calendar days and the Developer is delayed or prevented from timely performing any act required under this Agreement as a result of such Village Delay, the deadline for the Developer to complete such act shall be extended by ten (10) calendar days. Similarly, for example purposes only, if there is a Village Delay that lasts ten (10) calendar days, a Force Majeure Event that lasts five (5) calendar days that are different from the calendar days impacted by the Village Delay and the Developer is delayed or prevented from timely performing any act required under this Agreement as a result of such Village Delay and Force Majeure Event, the deadline for the Developer to complete such act shall be extended by fifteen (15) calendar days. If a Village Delay and a Force Majeure Event happen on the same calendar day, such Village Delay and Force Majeure Event shall, collectively, count for a one calendar day extension because the same calendar day will not be counted twice for any deadline extension discussed in this Section 20.16.

*[The remainder of this page is intentionally left blank with signature pages to follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**VILLAGE: VILLAGE OF HARRISON**

By: \_\_\_\_\_  
Name: Scott Handschke, Village President

Attest: \_\_\_\_\_  
Name: Meghan Winkler, Village Clerk

Approved:

By: \_\_\_\_\_  
Name: Alissa Van Eperen, Finance Director

STATE OF WISCONSIN     )  
  ) SS  
CALUMET COUNTY         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Scott Handschke, Meghan Winkler and Alissa Van Eperen, the Village President, the Village Clerk, the Finance Director, Village of Harrison, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_



**DEVELOPER: HIDDEN HAVEN, LLC**

By: Hidden Haven, LLC, Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_, Manager

STATE OF WISCONSIN    )  
  ) SS  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above named \_\_\_\_\_, as Manager of Hidden Haven, LLC, itself as Manager of Hidden Haven, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**EXHIBIT A**

**CSM**

**TO BE ADDED UPON COMPLETION**

**EXHIBIT B**  
**SPECIAL**  
**WARRANTY DEED**

[SEE ATTACHED]



**VILLAGE OF HARRISON, WISCONSIN**

By: \_\_\_\_\_  
Name:  
Title: Village President

Attest: \_\_\_\_\_  
Name:  
Title: Village Clerk

STATE OF WISCONSIN    )  
                                  )SS  
COUNTY OF CALUMET)

Personally came before me this \_\_\_day of \_\_\_\_\_, 202[\_\_\_], [\_\_\_\_\_] and [\_\_\_\_\_] as [\_\_\_\_\_] and [\_\_\_\_\_] respectively, of the Village of Harrison Wisconsin, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

# EXHIBIT C: SITE PLAN

**SHEET INDEX**

C1.0 CONCEPTUAL SITE PLAN

**BUILDING & FIRE AREA SQUARE FOOTAGES**

FLOOR AREA	EXISTING	NEW	SUB-TOTAL
SECOND FLOOR	---	2 F	2 F
FIRST FLOOR	---	2 F	2 F
CANOPY	---	2 F	2 F
BASEMENT	---	2 F	2 F
BUILDING AREA SUB-TOTALS	---	2 F	2 F
MEZZANINES	---	2 F	2 F
FIRE AREA TOTALS	---	2 F	2 F
REMODEL AREA TOTALS	---	0% OF BUILDING AREA	

- BUILDING CODE ANALYSIS**
- APPLICABLE CODES  
 2015 International Building Code (w/ Amendments)  
 ASHRAE Standard 90.1 2013 or 2015 EBC  
 2015 IRC (Level 3 Alteration)
- OCCUPANCY**
- Accessory Use ---
  - Subsidiary Use ---
  - High-Piled Combustible Storage YES/NO
  - Hazardous Materials YES/NO
  - Multiple Control Areas YES/NO
- HEIGHT & AREA**
- Building Height --- Maximum Allowed ---
  - Number of Stories --- Maximum Allowed ---
  - Total Building Area --- S.F. Maximum Allowed --- S.F.
  - Total Fire Area --- S.F. Maximum Allowed --- S.F.
  - Most Severe Occupancy ---
  - Unrelated Area Building YES/NO
- CONSTRUCTION TYPE**
- Construction Classification ---
  - Fire Separation Distance ---
- FIRE PROTECTION SYSTEMS**
- Assumed System Type ---
  - Fire Alarm System YES/NO
- MEANS OF EGRESS**
- Occupant Load ---
  - Travel Distance YES/NO
- STRUCTURAL DESIGN**
- Risk Category ---
  - Design Loads ---
    - Roof Live Load --- psf
    - Warehouse Ceiling Live Load --- psf
    - Shed Frame --- psf
    - Column Load --- psf
    - Wood Truss ---
      - Top Chord Dead Load --- psf
      - Bottom Chord Load --- psf
    - Masonry/Structural Floor/Basement --- psf
    - Live Load --- psf
    - Point Load (Pallet) --- psf
    - Snow Load Criteria ---
      - Ground Snow Load (Pg) --- psf
      - Roof Snow Load (Pp) --- psf
      - Roof Live Load (Pp) --- psf
      - Thermal Factor (T) ---
    - Wind Load --- MPH
      - Surface Roughness ---
      - Exposure Category ---
      - Earthquake Load Criteria ---
      - Soil Site Class ---
      - Ss ---
- PLUMBING SYSTEMS**
- Mans W/C Required # ---
  - Women W/C Required # ---
  - Drinking Fountain Required # ---
  - Chem. Storage YES/NO
  - Ambulatory Stall Required YES/NO
- MECHANICAL SYSTEMS**
- NO SINGLE PRICE OF EQUIPMENT OVER 400,000 \$TU
  - NO BOILERS OVER 125PSI AND 10 HORSEPOWER

**SITE INFORMATION**

**SITE CONTENT**

- Building Size --- S.F. --- %
- Hard Surface --- S.F. --- %
- Green Space --- S.F. --- %
- Permeable Paving --- S.F. --- Acres
- Parking Decked --- %
- Area of Disturbance --- S.F.

**ZONING**

- Property Zoning ---
- Setback --- FT --- SF --- %
- Height Limit ---
- GreenSpace Requirement --- %
- Parking Required --- %
- Refuse Enclosure YES/NO
- STU SCREENING YES/NO



**NORTH**

**CONCEPTUAL SITE PLAN**

0' 50' 100' 200' 400'

THE LOT DIMENSIONS AND BEARINGS SHOWN ON THIS PLAN ARE INTERPRETED VALUES. BACKGROUND INFORMATION TAKEN FROM LOCAL GIS DATA. AERIAL IMAGES AND/OR CLIENT PROVIDED INFORMATION. FACILITIES, STREAMS AND ROADS ARE APPROXIMATE IN NATURE. FOLLOW UP INVESTIGATION WITH STATE AND LOCAL AUTHORITIES AND/OR WITH CERTIFIED SURVEY MAP DATA WHEN AVAILABLE IS REQUIRED.

PROPOSED FOR:

# HIDDEN HAVEN

KAUKAUNA, WISCONSIN

## EXHIBIT D: VILLAGE IMPROVEMENTS

Unison Way  
 Utility & Street Construction  
 Village of Harrison  
 Preliminary Opinion of Probable Costs Based Upon Engineers Estimates  
 McM No. H0006-09-25-00383

Item	Description	Quantity	Unit	Unit Price	Total
<b>Sanitary Sewer:</b>					
1	8-inch SDR 35 PVC sanitary sewer	1,400	L.F.	\$45.00	\$ 63,000.00
2	48-inch sanitary sewer manhole	47.0	V.F.	\$450.00	\$ 21,150.00
3	4-inch SCH 40 PVC sanitary sewer lateral	100	L.F.	\$35.00	\$ 3,500.00
<b>Subtotal = \$</b>					<b>87,650.00</b>
<b>Water main:</b>					
4	8-inch water main	1,550	L.F.	\$55.00	\$ 85,250.00
5	6-inch water main	65	L.F.	\$50.00	\$ 3,250.00
6	8-inch resilient wedge gate valve	3	EACH	\$2,850.00	\$ 8,550.00
7	6-inch resilient wedge gate valve	3	EACH	\$2,000.00	\$ 6,000.00
8	Hydrant	4	EACH	\$6,000.00	\$ 24,000.00
9	2-inch SDR 9 PE water lateral	120	L.F.	\$30.00	\$ 3,600.00
10	2-inch corporation, curb stop & stop box	2	EACH	\$1,300.00	\$ 2,600.00
<b>Subtotal = \$</b>					<b>133,250.00</b>
<b>Storm Sewer:</b>					
11	18-inch storm sewer	20	L.F.	\$60.00	\$ 1,200.00
12	12-inch storm sewer	655	L.F.	\$45.00	\$ 29,475.00
13	48-inch diameter storm sewer manhole	15.7	V.F.	\$575.00	\$ 9,027.50
14	48-inch diameter storm sewer catch basin-manhole	5.0	V.F.	\$575.00	\$ 2,875.00
15	Catch basin	3	EACH	\$2,700.00	\$ 8,100.00
16	Yard drain	1	EACH	\$2,000.00	\$ 2,000.00
<b>Subtotal = \$</b>					<b>52,677.50</b>
<b>Street &amp; Surface Construction:</b>					
17	Strip & stockpile topsoil	5,400	S.Y.	\$1.25	\$ 6,750.00
18	Common excavation	2,500	C.Y.	\$8.00	\$ 20,000.00
19	SAS Fabric	3,350	S.Y.	\$1.75	\$ 5,862.50
20	6-inch base aggregate dense 1 1/4-inch	1,150	TONS	\$14.00	\$ 16,100.00
21	6-inch base aggregate dense 3-inch	1,150	TONS	\$14.00	\$ 16,100.00
22	1.5-inch temporary HMA pavement (38' width)	350	TONS	\$95.00	\$ 33,250.00
23	Lawn restoration	2,300	S.Y.	\$8.00	\$ 18,400.00
24	Tracking Pad	1	EACH	\$1,250.00	\$ 1,250.00
25	Inlet Protection	5	EACH	\$100.00	\$ 500.00
26	Silt Fence	1000	L.F.	\$1.75	\$ 1,750.00
<b>Subtotal = \$</b>					<b>119,962.50</b>
<b>Cobblecreek Pond Expansion</b>					
27	Common excavation	20,000	C.Y.	\$8.00	\$ 160,000.00
28	Geotechnical Engineer (Stormwater Pond)	1	L.S.	\$3,500.00	\$ 3,500.00
29	24-inch RCP storm sewer	26	L.F.	\$80.00	\$ 2,240.00
30	12-inch RCP storm sewer	7	L.F.	\$45.00	\$ 315.00
31	24-inch RCP Flared End Section w/Trash Guard	1	EACH	\$2,000.00	\$ 2,000.00
32	12-inch RCP Flared End Section w/Trash Guard	1	EACH	\$1,500.00	\$ 1,500.00
33	Medium Rip-Rap with Type HR Fabric	34	C.Y.	\$70.00	\$ 2,380.00
<b>Subtotal = \$</b>					<b>171,935.00</b>
<b>STH 55 Intersection Improvements:</b>					
34	Common excavation	3,000	C.Y.	\$10.00	\$ 30,000.00
35	6-inch base aggregate dense 3/4-inch (shoulder)	125	TONS	\$20.00	\$ 2,500.00
36	6-inch base aggregate dense 1 1/4-inch	1,500	TONS	\$14.00	\$ 21,000.00
37	12-inch base aggregate dense 3-inch	3,000	TONS	\$14.00	\$ 42,000.00
38	30-inch concrete curb & gutter	825	L.F.	\$16.00	\$ 13,200.00
39	Concrete corrugated median	850	S.F.	\$12.00	\$ 10,200.00
40	4.5-inch HMA pavement, 3LT 58-28S	830	TONS	\$75.00	\$ 62,250.00
41	2-inch HMA pavement, 4LT 58-28S	370	TONS	\$75.00	\$ 27,750.00
42	Sawing asphalt	1,800	L.F.	\$1.50	\$ 2,700.00
43	Lawn restoration	1,750	S.Y.	\$8.00	\$ 14,000.00
44	Signing and pavement marking	1	L.S.	\$10,000.00	\$ 10,000.00
45	Erosion Control (silt fence, hay bales, ditch checks)	1	L.S.	\$5,000.00	\$ 5,000.00
<b>Subtotal = \$</b>					<b>240,600.00</b>
<b>Phase I Subtotal = \$</b>					<b>806,075.00</b>
Engineering Design, Bidding & Construction Administration				10%	\$ 80,607.50
Construction Contingency				15%	\$ 120,911.25
<b>Phase I Total = \$</b>					<b>1,007,593.75</b>
<b>Future Unison Way Roadway Improvements</b>					
22	30-inch concrete curb & gutter	1,300	L.F.	\$16.00	\$ 20,800.00
23	4-inch HMA Pavement	600	TONS	\$75.00	\$ 45,000.00
36	Lawn restoration	2,300	S.Y.	\$8.00	\$ 18,400.00
<b>Subtotal = \$</b>					<b>84,200.00</b>
Engineering Design, Bidding & Construction Administration				10%	\$ 8,420.00
Construction Contingency				15%	\$ 12,630.00
<b>Phase II Total = \$</b>					<b>105,250.00</b>