

VILLAGE OF KRONENWETTER  
DEVELOPMENT AGREEMENT

DENYON HOMES, INC. DEVELOPMENT

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT made this June \_\_, 2023, by and between the VILLAGE OF KRONENWETTER, a municipal corporation of Marathon County, Wisconsin, hereinafter referred to as "VILLAGE" located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455, and Denyon Homes, Inc. hereinafter referred to as "DEVELOPER" located at 5309 Schofield Avenue, Weston, Wisconsin.

RECITALS

WHEREAS, DEVELOPER wishes to purchase from the Village of Kronenwetter one (1) lot located within Tax Increment District 2 of the Village of Kronenwetter for Commercial development; and

WHEREAS, the VILLAGE, wishes to sell said lot for development within Tax Increment District 2 so as to increase the tax increment within the Village; and

WHEREAS, the VILLAGE requires the DEVELOPER to enter into a development agreement as a condition of the sale of the lot so as to improve Tax Increment District 2 on a timely basis; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and DEVELOPER in order to cause the orderly construction and development of said improvements within the Village;

NOW, THEREFORE, it is hereby agreed as follows:

I. COMMITMENTS OF PARTIES

In consideration of the conditions set forth below, and specifically subject to the terms and conditions of this DEVELOPMENT AGREEMENT the VILLAGE will sell to the DEVELOPER one (1) lot contained within Tax Increment District 2 referred to herein as the "PROPERTY" and more specifically identified as the following addresses and lots:

Address	PIN	Lot	Block
1059 Kronenwetter Drive	145-2707-214-0085	1 & 2 D/A Outlot 1	2

A complete legal description of the "PROPERTY" shall be attached hereto as Exhibit "A".

A. VILLAGE OBLIGATIONS

In consideration of the obligations of DEVELOPER as set forth herein, the sufficiency and receipt of which is hereby acknowledged:

1. The VILLAGE shall sell "PROPERTY" to the DEVELOPER as provided herein.
2. The VILLAGE shall exercise due diligence in expeditiously processing all building permits as approved construction plans are submitted through the State of Wisconsin and the applicable fees are paid to the Village.
3. The VILLAGE has already previously invested in substantial municipal improvements within Tax Increment District 2 such that substantial municipal infrastructure to support development of the lots which are the subject of this agreement has already been constructed.

#### B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the VILLAGE as set forth herein, and the privilege of purchasing "property" from the VILLAGE, the sufficiency and receipt of which is hereby acknowledged:

1. The DEVELOPER shall deposit at the time of the execution of this DEVELOPMENT AGREEMENT a down payment to be held by the VILLAGE, the amount of forty-five thousand dollars (\$4,500). This down payment shall be applied to the purchase price of the lot at the time of closing. The down payment is refundable in there if no closing.
2. DEVELOPER shall close on the purchase of the one(1) subject lot within sixty (60) days of the execution of this DEVELOPMENT AGREEMENT, paying a total sum of Forty-Five thousand dollars (\$45,000) therefore.
  - a. Full payment shall be due upon closing of LOT 1 BLK 2 & PT OF LOT 2 D/A OUTLOT 1 CSM VOL 68 PG 57 (#15135) (DOC #1507719) in exchange for a quit claim deed from the VILLAGE.
  - b. DEVELOPER shall be responsible for all closing costs and filing fees, at the time of closing the VILLAGE shall be responsible for providing an executed and recordable quit claim deed to DEVELOPER or to any person or entity as directed by the DEVELOPER.
3. DEVELOPER shall endeavor to improve the respective lot on a timely basis, which shall at minimum be as follows:
  - a. A building permit for construction of improvements on said lot shall be applied for and issued within 20 months of the transfer of property with an occupancy permit issued on commercial lot within 36 months of the transfer of property.
4. If DEVELOPER fails to meet the timely construction of the improvements requirement as provided in numbered paragraph 3 of this section of the DEVELOPMENT AGREEMENT, whether it be due to a failure to obtain a building permit or occupancy permit, the following penalties may be imposed at the sole election of the Village:
  - a. DEVELOPER shall pay a nonrefundable "penalty fee" of \$5,000 per if building permit that is not taken out on the appropriate date contained in paragraph 3 of this section.
5. DEVELOPER shall construct the improvements herein to maintain a minimum required assessed improvement value as follows:

- a. 1059 Kronenwetter Drive - \$500,000 assessments are completed by 1-1 -2025
  - b. 1059 Kronenwetter Drive – total assessments \$750,000 by 1-1 -2027
  - c. 1059 Kronenwetter Drive – if no assessment is completed by 1-1-2025 the subject parcel number 145-2707-214-0085 will revert to the VILLAGE for the same purchase price.
  
6. The VILLAGE shall be entitled to a nonrefundable "penalty fee" payable from DEVELOPER for each tax year following the issuance of an occupancy permit for improvements on any lot which is the subject of this agreement as identified herein fails to meet the minimum assessed value as provided for in paragraph 5 above, payable on or before January 31 in the applicable tax year, as follows:
  - a. For each tax year the assessed value of the improvement on any lot is below \$400,000, the DEVELOPER shall pay to the VILLAGE an annual penalty payment of \$5,000, and if this fee is required, no other penalty fee shall be required under section.
  - b. For each tax year the assessed value of the improvement on the lot is less than \$450,000 below the required improvement value, the DEVELOPER shall pay to the VILLAGE an annual penalty payment of \$4,000.
  - c. The DEVELOPER'S obligation to pay said penalty payment shall cease upon meeting or exceeding the minimum required assessed improvement value in any one year.
  
7. Indemnification. The DEVELOPER hereby agrees to indemnify, defend, and hold harmless the VILLAGE from and against all claims, damages, fines, judgments, penalties, costs, liabilities and losses, including reasonable attorneys' fees and costs, suffered or incurred by the VILLAGE in any manner in connection with subject PROPERTY and/or the development of the PROPERTY including, without limitation:
  - a. The DEVELOPER'S failure to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto;
  - b. Any release of petroleum products or hazardous materials or Hazardous Substances on, upon or into the PROPERTY and/or the development of the PROPERTY;
  - c. Any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or Hazardous Substances;
  - d. Claims arising under the Americans with Disabilities Act, historic preservation laws and any other laws, rules, regulations or ordinances;
  - e. All damages, liabilities and expenses, to include loss of tax revenues, delay of construction, and damages to structures or improvements caused directly or indirectly by required remediation of environmental contamination by the VILLAGE except physical

damage caused by the negligent acts of the VILLAGE, its agents, employees or contractors;

- f. Damage to adjacent properties attributable to stormwater run-off from the PROPERTY.

## II. GENERAL REQUIREMENTS

### A. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties hereto, as evidenced below.

### B. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

1. Remedies on Default. In the event of any default in or breach of this Agreement of any terms or conditions by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days of written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specify a time period of not less than thirty (30) days in which the default may be cured by the defaulting party. In case such action is not taken, or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breached obligation(s). If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees.
2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party. No waiver made by either party with respect to performance or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of any party making the waiver or any other obligations of any other party.

### C. TERM

This Agreement shall terminate and be of no further force and effect upon the DEVELOPER upon the termination of the Village of Kronenwetter Tax Increment District 2.

#### D. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage, or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight delivery system addressed to the party at:

DEVELOPER: Denyon Homes, Inc.  
5309 Schofield Avenue  
Weston, W: 54476

VILLAGE: VILLAGE OF KRONE-NWETTER  
Village President  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

WITH COPY TO: Lee D. Turonie  
Dempsey Law Firm, LLP  
500 3<sup>rd</sup> Street, Suite 420  
Wausau, WI 54403

2. By giving the document or written notice personally to the party.

#### E. MISCELLANEOUS PROVISIONS

1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. The VILLAGE'S failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the DEVELOPER.
2. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the VILLAGE and the DEVELOPER.
3. Entire Agreement. This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the VILLAGE.
4. Time. Time is of the essence as to all dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of God. It is the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be reasonably extended for the period of the delay as determined by the

other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay.

5. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
6. Immunity. Nothing contained in this Agreement constitutes a waiver of the VILLAGE'S sovereign immunity under applicable law.
7. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Marathon County, Wisconsin. The DEVELOPER expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.
8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and DEVELOPER and their respective successors and assigns if the property is ever transferred to new ownership.
9. Further Assurances and Corrective Instruments. The VILLAGE and DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.
10. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself.
11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
12. Reservation of Authority. The VILLAGE reserves the authority to impose new or different regulations according to VILLAGE procedure.
13. Recordation. The DEVELOPER shall record the development agreement in the Register of Deeds Office for Marathon County, Wisconsin. All costs of recording shall be paid by the DEVELOPER.
14. Effective Date. This Agreement shall be effective as of the date and year first written above.

Exhibit A — Legal Description:

1059 Kronenwetter Drive — LOT 1 BLK 2 & PT OF LOT 2 D/A OUTLOT 1 CSM VOL 68 PG 57 (#15135)  
(DOC #1507719) of Timber Creek Crossing, in the Village of Kronenwetter, Marathon County,  
Wisconsin. PIN: 145-2707-214-0085

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

DENYON HOMES, LLC

\_\_\_\_\_

By: Heath Tappe, President

STATE OF WISCONSIN )

MARATHON COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above name Heath Tappe to me known to be the person who executed the foregoing instrument personally

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

