

RESOLUTION: _____

**VILLAGE OF KRONENWETTER VILLAGE BOARD
RESOLUTION APPROVING DEVELOPMENT AGREEMENT
LOGISTICS FACILITY**

WHEREAS the VILLAGE seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Property and thereby limiting the harmful effects of substandard site development, including a completed development site which leaves property undeveloped and unproductive.

WHEREAS the applicable provisions of the Municipal Zoning Ordinance require that provisions be made for the installation of water service laterals, the grading of public and private lands, erosion and storm water runoff control, and street improvements required to serve the Property.

WHEREAS the purpose of this AGREEMENT is to protect the VILLAGE from the cost of completing the development improvements in the event the Developer fails to do so.

WHEREAS, the purpose of this AGREEMENT includes, but is not limited to, the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs.

NOW, THEREFORE, BE IT RESOLVED that the **Village Board** of the Village of Kronenwetter, Marathon County, Wisconsin hereby approves the Execution of a Development Agreement for the Logistics Facility.

Dated this ____ Day of _____, 2026

APPROVED BY:

_____, Village Board President

ATTESTED:

_____, Village Clerk

VILLAGE OF KRONENWETTER

DEVELOPMENT AGREEMENT

Logistics Facility

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT made this _____ day ____ 2026, 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 RDC National, Inc 4605 Dovetail Drive, Madison, WI 53704 or as assigns, hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS DEVELOPER wishes to construct a ~~230,000 SF~~ ^{247,736} Logistics facility in the Village of Kronenwetter on approximately 26.333 acres more particularly described on Exhibit "A" attached here to and incorporated herein (the "Development Site"); and

WHEREAS, the VILLAGE approved a site plan for the DEVELOPER on March ____, 2026; and

WHEREAS, the VILLAGE has required the DEVELOPER to enter into a development agreement as part of site plan review pursuant to Village Code § 520-124(G); and

WHEREAS this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and DEVELOPER 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, the VILLAGE will work with the DEVELOPER to ensure an orderly development occurs on the site.

A. VILLAGE OBLIGATIONS

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

1. 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.

8. DEVELOPER OBLIGATIONS

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

1. The DEVELOPER shall construct a new 24/7/365 logistics facility.
2. DEVELOPER shall submit to the VILLAGE for approval, and prior to commencement of any construction on the Development Site, a site plan showing by way of illustration without limitation, the proposed building(s), landscaping, parking, and green space and /or buffer zone as required by the VILLAGE Ordinances. Building permits shall also be required in accordance with the VILLAGE Ordinance(s). The DEVELOPER is required to meet any conditions set forth by the VILLAGE as part of the site plan approval process. Specific to this development those requirements are as follows:
 - a. All exterior lighting shall be full cut-off lighting and installed according to the location, height, and illumination power specified in the Developers Lighting Plan.
 - b. Property shall be seeded and mulched prior to site completion approval.
 - c. All signage shall meet Village requirements for signs.
 - d. The VILLAGE will assist the DEVELOPER in obtaining driveway access permits issuance from the Village of Rothschild for two entrance driveways onto Trailwood Lane as indicated on the approved Site Plan.
3. The DEVELOPER shall establish and maintain the required stormwater improvements as required by and in accordance with the site plan and the WDNR approved Stormwater Management Plan during each phase of construction. At the completion of each phase, the project site shall be graded to ensure proper stormwater conveyance. If the DEVELOPER does not meet the requirements, the VILLAGE will install the required stormwater management improvements and complete any necessary Development Site grading, and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
4. The DEVELOPER shall establish and maintain the required landscaping (grass and trees/shrubs) as required by the site plan at the end of construction and in accordance with the site plan. If the DEVELOPER does not meet the requirements, the VILLAGE will install the landscaping, and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
5. The DEVELOPER shall meet all local, state, and federal requirements for fire protection.
6. The VILLAGE may require the DEVELOPER to add additional landscaping/screening if the VILLAGE determines at site completion the site does not meet the VILLAGE's requirements for landscaping/screening.

7. During the site development process, the DEVELOPER shall maintain the site in an effort to reduce any negative effects of construction on neighboring properties.
8. The DEVELOPER will complete the off-site public road improvements recommended in the Traffic Impact Study dated December 4, 2025.

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 receipt 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 obligations 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 issuance of the occupancy permit for this project.

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: RDC National, Inc.
Carl Ruedebusch
4605 Dovetail Drive
Madison, WI 53704

VILLAGE: VILLAGE OF KRONENWETTER
Village President
1582 Kronenwetter Drive
Kronenwetter, WI 54455

WITH COPY TO:

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 Board of 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 rights, privileges, and immunities afforded under Wisconsin law, including governmental immunity under Wis. Stat. §893.80 and the VILLAGE expressly retains all such rights, limitations on liability, privileges and immunities under any 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, in accordance with the terms 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 and ordinances.
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.
15. Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this AGREEMENT or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees, and independent contractors growing out of this AGREEMENT by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the VILLAGE, its officers, agents, employees, and any independent contractors hired by the VILLAGE to perform services as to this development and give the VILLAGE evidence of the same upon request by the VILLAGE. All agreements, representations, or warranties made herein shall survive the completion of the work contemplated under this AGREEMENT and the making of the grants hereunder.
16. Assignment. The DEVELOPER shall not assign this AGREEMENT without the written consent of the VILLAGE. If required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing.
17. Zoning. The VILLAGE does not guarantee or warrant that the Development Site will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this AGREEMENT.
18. Compliance with Codes and Statutes. The DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, Marathon County, State, and government and, further, the DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, Marathon County, State, or Federal government.
19. General Conditions and Regulations. All provisions of the VILLAGE ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this AGREEMENT as fully as if set forth at length herein. This AGREEMENT and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
20. Insurance. The DEVELOPER, its contractors, suppliers and any other individual working on the Development Site the performance of this AGREEMENT shall maintain at all times until the expiration of the Agreement, insurance coverage in the forms and in the amounts as required by the Village.
21. Exculpation Of VILLAGE Corporate Authorities: The parties mutually agree that the VILLAGE President of the Village Board, and/or the VILLAGE Clerk, entered into and are signatory to this AGREEMENT solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT SITE

