

Document Number

Document Title

Developer Agreement

Lot Two (2) in Block Four (4), City of Richland Center, as laid out and plotted by Ira S. Haseltine. June 6, 1851, on the Northwest Quarter (NW 1/4) of section Twenty-One (21), Township Ten (10) North, Range One (1) East, Richland County, Wisconsin.

338358

SUSAN TRIGGS

REGISTER OF DEEDS

RICHLAND COUNTY, WI

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Name and Return Address

TitleWorks, LLC
161 N. Central Ave., P.O. Box 469
Richland Center, WI 53581-0469

276-2100-0420

Parcel Identification Number (PIN)

Document Prepared by:

Mark A. Crary, TitleWorks, LLC

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**291 N JEFFERSON ST. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
DEVELOPER AGREEMENT
(ZONED CG – COMMERCIAL GENERAL)**

This Agreement made 15th day of March, 2024 by and between the CITY OF RICHLAND CENTER, a municipal corporation of the State of Wisconsin, hereinafter called “City” and ENS Development, LLC, hereinafter called “Developer”.

WHEREAS, Developer has purchased or acquired certain land owned by the City, hereinafter called the “Development Parcel”. The Development Parcel is located at 291 N Jefferson St. of the RICHLAND CENTER BLOCK 4 LOT 2 located in the City of Richland Center, Richland County, Wisconsin, and also identified by the Parcel# 27621000420; and

WHEREAS, Developer plans to improve the Development Parcel and the City imposes certain requirements which must be provided for; and

WHEREAS, City, at the March 5th, 2024 Common Council meeting, has given approval for the execution of this agreement for the purpose of development,

NOW, THEREFORE and in consideration of the approval of the City to sell the Development Parcel property, the Developer and City promises, covenants, and agrees as follows:

SECTION 1. PARTIES BOUND

This Agreement shall be binding upon the Developer, its heirs, executors, administrators, successors or assigns.

A "Notice of Developer's Agreement" or the “Developer’s Agreement” shall be recorded at the Register of Deeds Office, Richland County, Wisconsin, which shall be legal notice of this agreement.

This Agreement is made in conjunction with the Offer to Purchase (alternatively referred to as “Sales Contract”) and made a part hereof and incorporated by reference herein as part of this Agreement.

SECTION 2. CONSTRUCTION REQUIREMENTS

2.1 - Restricting Type of Development upon Lot.

This lot may be used for the development of a Duplex up to a Four Unit residential structure. (Subject to City Zoning Ordinances).

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2.2 - Minimum Building Standards.

The Developer is required to comply with all applicable local, state, and federal law related to this development. Additionally, the Developer agrees to construct the Development according to the following minimum building standards:

- Minimum roof pitch of 4/12;
- Exterior finishes and architectural design elements of front elevation must include multiple design features that may include architectural millwork, window and door trim, shutters, or multiple siding finishes including brick, stone or architectural siding.
- Color of finishes shall be substantially similar or complement the surrounding homes.
- Modular and prefabricated homes shall be allowed.
- Manufactured housing and single or double wide structures with permanent metal frames will not be allowed.

2.3 – Development Review and Approval.

The following items must be reviewed and approved by the Economic Development Director, the City Zoning Staff, and the City Building Inspector prior to the commencement of construction:

- Building Design – Site Plan, Elevations, Construction Plans
- Height of concrete wall or footing above curb elevation
- Exterior Finish Types
- Color Schedules

2.4 – Time of Performance.

The developer shall perform all acts necessary and in good faith to complete construction of the Development within the following schedule:

- A. Developer shall acquire a building permit for the Development within **272 days** from the date of execution of this Agreement. The fulfillment of this requirement shall be determined by a copy of the building permit being provided to the Economic Development Director by the Developer within the same time.

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- B. Developer shall complete excavation for, and installation and backfill of the building foundation within **365 days** from the date of execution of this Agreement. The fulfillment of this requirement shall be determined by scheduling a verification inspection with the Economic Development Director within the same time.
- C. Developer shall have construction completed, indicated by the issuance of an occupancy permit by the City of Richland Center Building Inspector within **545 days** from the date of execution of this Agreement. The fulfillment of this requirement shall be determined by a copy of the occupancy permit being provided to the Economic Development Director by the Developer within the same time.
- D. Time is of the essence.
- E. Failure of Developer to meet the agreed upon completion dates may result in liquidated damages charged against Developer's Performance Deposit as outlined in Section 3 below.

SECTION 3. PERFORMANCE DEPOSIT.

On or before the closing of sale/purchase of the Development Parcel, the Developer shall deliver to the City a Performance Deposit in the amount of \$10,000.00. The Performance Deposit shall be retained by the City as security for the faithful performance of Developer's obligations pursuant to the Development Agreement.

- A. Failure by Developer to perform in accordance with Section 2.4 above, shall result in liquidated damages charged against Developer's Performance Deposit as follows:
 - 1. Failure to perform according to Section 2.4 A, shall result in liquidated damages of **\$2,000.**
 - 2. Failure to perform according to Section 2.4 B, shall result in liquidated damages of **\$3,000.**
 - 3. Failure to perform according to Section 2.4 C, shall result in liquidated damages of **\$5,000.**
 - 4. In addition, each subsequent month Developer remains in breach by failing to perform according to Section 2.4 C. shall result in liquidated damages of **\$500.00**

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per month. The Developer promises and agrees to pay City liquidated damages of \$500.00 per month until such time Developer performs according to Section 2.4 C.

5. If Developer fails to perform and the City exercises the right to claim the liquidated damages, the City shall notify Developer of the failure to perform and state the amount of liquidated damages charged against Developer.

B. If Developer performs in accordance with Section 2.4 above, the City shall release an amount of the Performance Deposit to Developer as follows:

1. Upon performance of Section 2.4 A the City shall release to Developer **\$2,000.**
2. Upon performance of Section 2.4 B the City shall release to Developer **\$3,000.**
3. Upon performance of Section 2.4 C the City shall release to Developer **\$5,000.**

C. Notwithstanding subsections A and B above, failure by Developer to perform in accordance with any other provision of this Agreement shall entitle the City to charge liquidated damages against Developer in an amount reasonably related to the monetary loss suffered by the City. In addition, the City shall have the right to pursue all claims allowed by law.

SECTION 4. NON-ASSIGNMENT.

Without limiting the rights of the Developer under this Agreement, the Developer agrees that this Agreement and the rights, duties and obligations hereunder shall not be assigned by the Developer without the prior written approval of the City, which approval will not be unreasonably withheld. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement.

SECTION 5. FORCE MAJEURE.

If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, then that inability to comply will not constitute breach if: (a) that party uses reasonable efforts to perform those obligations, (b) that party's inability to perform those obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (2) develop and maintain a

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reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (c) that party complies with its obligations under the sentences that follow. If a Force Majeure Event occurs, the non-complying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the non-complying party expects it to last. Thereafter the non-complying party shall update that information as reasonably necessary. During a Force Majeure Event, the non-complying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

SECTION 6. LAW APPLICABLE

This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 7. RECORDING OF AGREEMENT

The City will record, at its expense, a copy of this Agreement, or notice of this Agreement, with the Register of Deeds for Richland County.

SECTION 8. NOTICE & DEMANDS

All notices, demands or other communications under this Agreement shall be sufficiently given or delivered when hand-delivered or when mailed by first class mail, postage prepaid, to the parties at the addresses indicated below:

City: Richland Center City Clerk
 450 South Main Street
 Richland Center, WI 53581

Developer: ENS Development, LLC
 18988 Jones Lane
 Richland Center, WI 53581

SECTION 9. AGREEMENT BINDING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and each party's respective representatives, successors, and assigns.

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SECTION 10. SEVERABILITY OF PROVISIONS

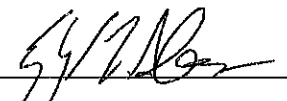
In the event that one portion of this Agreement, or the application of this Agreement to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the Party adversely affected thereby such provision was a material part of the consideration for their entering into this Agreement that without it they would not have entered into the Agreement) the remainder of this Agreement or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.

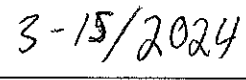
SECTION 11. THIRD PARTIES

This Agreement is made for the exclusive benefit of the Parties and is not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party.

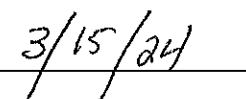
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date of the last signature below.

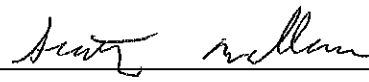
FOR THE DEVELOPER:

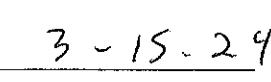
 MEMBER
Name: Elijah L Adams
Title: Member


Date

 member
Name: Nathan P Olson
Title: Member


Date


Name: Scotty D Wallace
Title: Member


Date

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ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss

COUNTY OF RICHLAND)

Personally came before me this 15 day of March, 2024, the above named

Elijah L. Adams, Nathan P Olson, Scotty D. Wallace

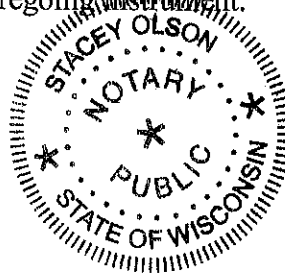
to me known to be the person who executed the foregoing instrument.

Stacey Olson

Notary Public, State of Wisconsin

Name: Stacey Olson

My Commission: 8-15-25



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date of the last signature below.

FOR THE CITY:

Jasen Glasbrenner

Name: Jasen Glasbrenner

Title: Richland Center Economic Development Director

3/15/2024
Date

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF RICHLAND)

Personally, came before me this 15 day of March 2024, the above named

Jasen Glasbrenner, to me known to be the persons who executed the foregoing instrument.

Stacey Olson

Notary Public, State of Wisconsin

Name: Stacey Olson

My Commission: 8-15-25

