DEVELOPMENT AGREEMENT

BETWEEN

CITY OF WATERTOWN, WISCONSIN

AND

GREMAR, LLC

New construction of Edge Field Subdivision consisting of 55 residential lots including 12 zero-lot line twin home units and 43 single-family units.

DEVELOPMENT AGREEMENT

848 MILFORD STREET, WATERTOWN WISCONSIN

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2025, by and among the City of Watertown, a Wisconsin municipal corporation, (the "City") and Gremar, LLC, a Wisconsin domestic limited liability company, (the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of real estate located within the City, identified by Tax Parcel Number 291-0815-0741-061, and located at 848 Milford Street in the City of Watertown, Jefferson County, Wisconsin, and more particularly described on the Final Plat for Edge Field Subdivision which is attached hereto and incorporated herein as Exhibit A (the "Property"); and

WHEREAS, the Developer wishes to work with the City to add the Plat and construct the public improvements necessary, to serve such property legally described on Exhibit A; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring: (1) the installation of all necessary public improvements, including, but not limited to, public sanitary sewer facilities, water mains and water service laterals, storm sewers and stormwater management, grading of public and private lands, erosion and storm water runoff control, lot stakes, and standard streets and sidewalks; (2) construction of said improvements to meet the general requirements and design standards set forth in City ordinances, or as otherwise adopted by the City, and in State statutes; and (3) dedication of said improvements to the City without cost to the City, except as expressly specified herein; and

WHEREAS, the City's protection of the health, safety and general welfare of the community also includes protection of the City from incurring the cost of completing the required Subdivision improvements, from suffering the harmful consequences of land development prior to satisfactory completion of improvements or prior to payment of required improvement costs, and from withstanding the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the Developer has submitted the Preliminary Plat and Final Plat for approval and construction of public improvements upon Final Plat approval consisting of Monuments (Watertown Municipal Code §

545-22), Blocks (Watertown Municipal Code § 545-25), Lots (Watertown Municipal Code § 545-26), Building setback lines (Watertown Municipal Code § 545-27), , Railroads and limited access highways (Watertown Municipal Code § 545-28), Streets (Watertown Municipal Code § 545-29), Water (Watertown Municipal Code § 545-30), Sanitary sewer (Watertown Municipal Code § 545-31), Utility easements (Watertown Municipal Code § 545-32), Drainage and environmental corridor easements (Watertown Municipal Code § 545-33), Intrablock drainage and foundation design (Watertown Municipal Code § 545-34, Erosion control (Watertown Municipal Code § 545-35), Stormwater management (Watertown Municipal Code § 545-36), Sidewalks and bikeways (Watertown Municipal Code § 545-37), Streetlighting (Watertown Municipal Code § 545-38), Street signs (Watertown Municipal Code § 545-39), Street trees (Watertown Municipal Code § 545-40), Buffer strips (Watertown Municipal Code § 545-41), Dedication and improvement of public parks and other public sites (Watertown Municipal Code § 545-42), Restoration of disturbed areas; vegetation (Watertown Municipal Code § 545-46), and other incidental or accessary improvements where necessary to serve and benefit the 55 residential lots in the Final Plat of Edge Field Subdivision; and

WHEREAS, pursuant to Chapter 545, Article III, Required Improvements and Design Standards, City of Watertown Municipal Code, Property Owner has agreed to cooperate with the City regarding the construction of such improvements to be paid for by the Developer or through special assessment of the Property; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interest of the City of Watertown to approve such public improvement construction along the terms and conditions provided herein; and

WHEREAS, this Agreement is being executed to protect the City from the cost of completing subdivision improvements and is not executed for the benefit of material suppliers, laborers, or others providing work, services or material to the Subdivision, or for the benefit of lot or home buyers in the Subdivision.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the approval of the Subdivision by the City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby mutually agree:

ARTICLE 1
PURPOSES-DEFINITIONS

Section 1.1. Purpose of Agreement. The parties have agreed upon a general plan for the Development Project. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

Section 1.2. Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

1.2.1. "Agreement" means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.

1.2.2. "City" means the City of Watertown, a Wisconsin municipal corporation. The City may also be referred to as the City of Watertown.

1.2.3. "Developer" means Gremar, LLC and its successors and assigns.

1.2.4. "Development Project" or "Project" means the overall construction of 55 residential lots including 12 zero-lot line twin home units and 43 single-family units. The approved project plans, as may be amended from time to time in accordance with this Agreement, shall be kept on file with the City Engineer.

1.2.5. "Height Zone" means zones established by Chapter 211 of the Code of Ordinances of the City of Watertown, and are as shown on the map dated December 12, 2007, titled "Height Limitation Zone Map, Watertown Municipal Airport, Jefferson County, Wisconsin. The map is on file in the office of the City Engineer.

1.2.6. "Plans and Specifications" means the plans and specifications for the project to be prepared by Developer and approved by the City. A copy of approved plans and specifications, as may be amended from time to time in accordance with this Agreement, shall be kept on file with the City Engineer

1.2.7. "Project Costs" means the costs specified in Wis. Stat. § 66.1105(2)(f) 1.a-L inclusive.

1.2.8. "Property" means the property identified as Parcel Identification Number 291-0815-0741-061 in the City of Watertown, Jefferson County, Wisconsin as described on Exhibit A attached hereto.

1.2.9. "Site Plan" means the specific physical layout of the Property as shown on the approved project plans.

1.2.10. "Term" means a period of at least 2 years commencing on the Effective Date of this Agreement and ending on December 31, 2027.

1.2.11. "Zoning Code" or "Code" means Chapter 550 of the Code of Ordinances of the City of Watertown.

ARTICLE 2
GENERAL CONDITIONS

Section 2.1. Project Description. Upon the receipt of all necessary governmental approvals, Developer agrees to construct the Project on the Property in accordance with the approved Plans and Specifications (subject to any alterations therein deemed necessary by City or State plan review or similar authorities). Developer shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or

bondability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Developer of the Project (cost of construction (all taxes and incidentals, included) is, projected upon Developer's representations, to be approximately three million seventy-one thousand three hundred ninety-five dollars and nine cents ($3,071,395.09) generally consistent with the approved Plans and Specifications. The parties presently estimate that following completion of the Project, the Property will have an equalized assessed value for real property tax purposes, as of January 1, 202_____, no less than twenty-two million five hundred forty-six thousand dollars ($22,546,000.00). Developer shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before September 1, 2026.

Commented [AB1]: Should this be ~$2.8 million for public improvement costs? References exhibit B as detailed in SEH cost estimate

Commented [DW2]: Not sure this is necessary. There is no TIF being used.

Commented [MB3R2]: These numbers based on estimates from Accurate Assessors

Section 2.2. Contractors Engaged by Developer. The Developer agrees to engage Contractors for all construction included in this Agreement who shall perform such work to the standards of the City and who shall comply with every requirement of the City's Municipal Code, standards and specifications, Wisconsin Department of Transportation Standard Specifications, current edition, Standard Specifications for Sewer & Water Construction in Wisconsin, current edition, Wisconsin Department of Natural Resources Stormwater Technical Standards, current edition, and State Statutes in performing such work. Contractors shall be pre-qualified with the City Engineer to perform the required work prior to the submittal of Contractors bid. The Developer shall furnish the City, who shall be the Director of Public Works/City Engineer and Water Systems Manager or his/her designated agent(s), with the names of all Contractors and their subcontractors; with the classification of the work they will perform at the Pre-Con meeting or not less than seven (7) calendar days prior to any work beginning.

Section 2.3. City Approval of Starting Dates. The Developer agrees that no work shall be scheduled for the required public improvements without the City's approval of the starting date and schedule which shall be submitted by the Developer to the City a minimum of seven (7) calendar days before work is scheduled to begin.

Section 2.4. Time for Completion and other Time Requirements.

2.4.1. All work specified herein shall be completed by the Developer within eighteen (18) months from the date of recording of the plat, unless an alternate time period for a specific improvement has been authorized in writing or required within this Agreement. Furthermore, all work shall be completed in accordance with the approved construction schedule as submitted and approved by the City.

2.4.2. For the purpose of computing the commencement, abandonment, and completion periods, and time periods for City action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

2.4.3. Developer agrees to submit satisfactory documentation which details how these conditions or acts outside its control and enumerated in paragraph 2 above, prevent the Developer from timely performance hereunder. Developer also agrees to take all steps or actions possible for timely performance and agrees to meet with the City in an attempt to expressly and mutually agree to extending time periods herein. Finally, Developer agrees to

extend any and all financial guarantees required in this Agreement, and such time extension shall coincide with the time lost due to a condition as detailed in paragraph 2.

Section 2.5. Indemnification and Insurance Requirements.

2.5.1. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section shall survive termination of this Agreement.

2.5.2. The Developer shall require all contractors engaged in the construction of public improvements under this Agreement to comply with City of Watertown contract requirements pertaining to damage claims, indemnification of the City of Watertown, and providing insurance coverages that are established by the City. The Developer shall also require contractors engaged by the Developer to maintain a current Certificate of Insurance on file with the City Clerk.

Section 2.6. Compliance With Law. This Development Agreement shall be construed in accordance with the internal laws of the State of Wisconsin. The Developer shall comply with all relevant laws, ordinances, standards, and regulations in effect at the time of execution of this Agreement.

Section 2.7. Standards and Specifications. Standards and Specifications. The Developer agrees to construct all required improvements in accordance with approved and adopted standards and specifications of the City, including any administrative rules of the City. Where standards and/or specifications or administrative rules have not been established by the City, all work shall be made in accordance with established engineering practices as designated and approved by the City.

Section 2.8. Fees Payable Prior to Construction. The Developer agrees to pay the City the following charges prior to construction beginning:

2.8.1. Any outstanding charges and assessments levied by the City against lands within the subdivision.

2.8.2. All required fees resulting from costs incurred by the City as a result of the platting and development of this subdivision, including, but not limited to engineering, planning and legal fees.

Section 2.9. Developer to Reimburse the City for Costs Sustained. The Developer agrees to reimburse the City for its actual costs of review, design, inspection, testing, construction, and associated legal and

real estate fees for the required public improvements. The City shall provide the Developer with copies of all bills for these costs as received from the City's consulting engineers and planner. For costs incurred from services by City employees, the City will provide an itemized bill which includes date of work, work performed, total time expended and hourly rate. The City's costs shall be determined as follows:

2.9.1. The cost of City employees' time engaged in the review of plans for and the inspection of required public improvements, or the legal review of required documents under this Agreement or associated with the plat approval process shall be billed to the Developer. These costs shall be based on the equivalent of an hourly rate paid to salaried employees multiplied by a factor determined by the City Clerk/Treasurer that represents the City's cost for expenses, benefits, insurance, sick leave, holidays, vacation, and similar benefits.

2.9.2. The cost of City equipment employed.

2.9.3. The actual costs of all engineering consultant fees associated with the public improvements at the invoiced amount.

Section 2.10. Developer's Designated Project Manager. The Developer shall appoint a project manager who shall act as the Developer's representative during the construction of public improvements required under this Agreement. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours the Project Manager shall be available for emergency situations by telephone. The name of the Project Manager and telephone numbers shall be supplied to the City prior to commencement of construction.

Section 2.11. Security for Performance.

2.11.1. Prior to commencing construction of improvements in the Subdivision, the Developer shall provide a financial guaranty in a form authorized by ordinance of the City of Watertown. Said financial guaranty shall comply in all respects with requirements of the City of Watertown Municipal Code sec. 545in conformity with Wis. Stat. sec. 236.13 and shall be approved by the City Attorney and filed with the City Clerk prior to the commencement of any construction and shall be provided to guarantee faithful performance of improvements required in this Agreement. Developer may execute an Escrow Agreement or prepay the total cost of public improvements to the City at the outset of the project, plus any accrued interest, charges or penalties on the liens of special assessments to the City. Escrow Agreement is included as Exhibit B to this agreement.

2.11.2. The guaranty shall run to the City for such period of time as required to complete all construction of public improvements required in this Agreement, and for such additional time required to complete the guarantee period of said improvements.

2.11.3. The amount of the guaranty shall not be less than one hundred ten percent (110%) of the Director of Public Works/City Engineer's estimate of the cost of all required public improvements, which are either being constructed or funded by the Developer. At the time of the Developer's execution of final contract documents, the amount of the bond or escrow shall

be upgraded to provide for the actual cost of all required improvements if the work is in excess of the engineering estimates.

2.11.4. The form of the guaranty shall be subject to the approval of the City Attorney and shall hold the City harmless from the cost to construct, repair or replace any of the improvements that are covered by the guaranty.

2.11.5. The guaranty shall insure that all construction will be completed in accordance with this Agreement. The guaranty shall also ensure that all work will comply with the approved plans and specifications, and that all obligations of the Developer to the City under this Agreement and to the contractors, subcontractors, laborers and materialmen will be fully and timely met.

2.11.6. The guaranty and the Developer shall also warrant against defects in workmanship and/or materials for a period of one year after substantial completion (i.e. all required improvements minus sidewalks and bituminous surface course) and final acceptance of the required improvement or improvements. As improvements are accepted by the City Council, the amount of the guaranty may be reduced in conformity with Wis. Stat. sec. 236.13, to reflect the accepted improvements.

2.11.7. The financial guarantee may be decreased by partial reduction, by up to ninety percent (90%) of the valuation of improvements contemplated by the requested partial reduction, prior to substantial completion. Developer must submit a written request for partial reduction and written verification by Director of Public Works/City Engineer recommending acceptation of the identified improvements and requested partial reduction to the City Council for review and approval.

Section 2.12. Inspection, Certification, and Acceptance of Work.

2.12.1. The City reserves the right to inspect the improvements during construction, and as they are completed, and the Developer agrees to submit the required test data as required herein, together with a written certification from the Developer's engineer that the public improvements are completed in accordance with this Agreement. No less than twenty-four (24) hours prior to conducting any required testing, the Developer agrees to provide notice that such tests are to be performed, so the Director of Public Works/City Engineer or his/her agent(s) may be on site to witness the actual testing. All test data shall be reviewed by the Director of Public Works/City Engineer and the same shall be transmitted to the City Council, along with the Developer's engineer's certification of completion, and also the Director of Public Works/City Engineer's recommendations on acceptance. Concurrence with the Developer's engineer's certification, however, does not constitute a waiver by the City of Watertown the right to draw on the Developer's guaranty due to defects in or failure of any improvement that are detected or occur following such certification.

2.12.2. The Developer further agrees that the dedication of improvements will not be accepted by the City until all outstanding City-incurred costs, including engineering, planning, legal and inspection charges indicated herein, have been paid in full and valid lien waivers are received by

the City that indicate that the Contractors and suppliers have been paid in full for all work and materials furnished under this contract, excepting no more than a ten (10) percent retainage. In addition to other requirements that may be established by the City, the sanitary sewer, water mains, storm sewer, stormwater management system, and the respective service laterals shall not be accepted until the following is obtained by the Developer and provided to the City:

i. a complete set of As-Built plans stamped by a professional engineer licensed in the State of Wisconsin,

ii. test results certified by the Wisconsin Laboratory of Hygiene indicating that water samples have been found to be bacteriologically safe,

iii. test results confirming that water pressure is satisfactory for City purposes,

iv. the televised sewers meet with the approval of the City Water Systems Manager or his/her designee and,

v. test results approved by either the City Water Systems Manager or his/her designee or an independent third party verifying successful mandrel testing and low pressure air testing.

The streets, curb and gutter, storm water facilities, sidewalks, landscaping, water service lateral curb stop shut off valves, and grading of public property shall not be accepted until the requirements specific to those public improvements, as stated in this Agreement and/or in any adopted standards, specifications or administrative rules of the City, have been met.

2.12.3. Before obtaining acceptance of any required improvement, the Developer shall present to the City valid lien waivers from all persons providing materials or performing work on the improvement for which acceptance is sought. Upon certification of public improvements, and upon receipt of valid lien waivers, the City Council shall accept the public improvements and dedications by resolution. The Developer agrees that the Developer shall provide for all maintenance of the right-of-ways and other public areas, including parkland, and improvements. Such maintenance shall include snow removal and roadway maintenance (i.e. grading and dust control) within all affected public right-of-ways until the City has accepted all public improvements subject to this Development Agreement.

2.12.4. The City agrees to take all reasonable steps to promptly pass a resolution accepting the certified improvements provided in this Agreement upon the satisfaction of Developer's obligations as provided and required in this Agreement.

2.12.5. Upon acceptance of improvements under this section, the City agrees that the financial guaranty shall be reduced to an amount determined by resolution of the City Council to guarantee and warrant against defects in workmanship and/or materials for a period of twelve (12) months after the date of substantial completion, at which time the remainder of the guaranty shall be released by the City, unless other improvements required under this Agreement have not been accepted or are still subject to a guarantee period. Upon the

expiration of any guarantee period, the City agrees to release the portion of the bond held to guarantee specific improvements that have already been accepted, provided valid, final lien waivers are provided to the City showing no retainage.

Section 2.13. Guarantee of Work.

2.13.1. Developer agrees to guarantee and warrant against defects in the workmanship and or materials of the improvements installed in the Subdivision as required by this Agreement for a period of one (1) year from the date of substantial completion. If any defects should appear in any improvement during the guarantee period, Developer agrees to make required replacement or acceptable repairs of the defective work or materials at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standards provided in the plans and specifications regardless of improvements on lands where the repairs or replacements are required. If such repair or replacement is not made by Developer, the City may make or cause to be made such repair and Developer shall immediately reimburse the City for all such expenses.

2.13.2. The City reserves the right to draw on the financial guaranty provided to guarantee the work and materials in lieu of the provisions in the above paragraph if it appears, in the judgment of the City, that Developer either will not or cannot make the necessary repairs in a satisfactory manner. The City agrees to provide written notice of thirty (30) days, as an opportunity to cure any defects prior to proceeding against the financial guaranty, provided no emergency affecting health or safety is imminent, and provided no expiration of the guaranty will occur during this opportunity to cure.

2.13.3. All warranties for materials and workmanship which extend to the Developer beyond the one-year guarantee period shall be assigned by the Developer to the City.

Section 2.14. Airport Approach Protection Zone Height Limitation. The Developer shall not construct or locate a structure in excess of the height limit under Section § 211-3 of the City of Watertown Municipal Code and as mapped in the City of Watertown Airport Master Plan 2013-2033. The Developer shall plant trees and other objects of natural growth based on maximum mature height that will not exceed the height limit under Section § 211-3 of the City of Watertown Municipal Code and as indicated in the City of Watertown Airport Master Plan 2013-2033.

ARTICLE 3
REQUIRED IMPROVEMENTS

Section 3.1. Standard Street Improvements.

3.1.1. Installation. The Developer, at Developer's cost, shall install to City standards street improvements, including concrete curb and gutter, adequate crushed stone base, bituminous binder course and bituminous surface course, on all streets in the Subdivision in accordance with the provisions of this Agreement and the City's ordinances and standards and specifications in effect at the time that said improvements are installed. All such street improvements shall be dedicated to the City upon acceptance by action of the City Council.

3.1.2. Repairs. The Developer shall repair Casey Drive, Perry Way, Alvoss Drive, Linda Lane, Ryan Ridge, and E. Horseshoe Road as necessary as a result of construction of the subdivision. Excavated trenches utilized for connection of sewer main and water main to the utility mains on Linda Lane and Ryan Ridge shall be repaired and patched in a professional and workmanlike manner. Following sewer main and water main installation, the Developer shall provide a minimum of sixteen (16) inches of base course to match the existing asphalt surface grade of the excavated areas. The Developer shall saw-cut the asphalt adjacent to any such trenches a minimum of two (2) feet outside the trench required for excavation and provide for compacted thickness of two (2) layers of asphalt totaling four (4) inches. Repair is defined as restoring public rights-of-way improvements listed above to a condition equal or better prior to construction commencement date. All such work shall be completed by Developer at its sole expense.

3.1.3. Defects in Streets. If the bituminous concrete, binder course and/or surface course, is found to be deficient or other obvious defect is found to exist, subject to the approval of the City, the Developer shall either:

i. Remove and replace the deficient sections of pavement; or

ii. Post a five (5) year cash bond in the amount of one hundred fifty percent (150%) of the estimated cost to remove and replace the deficient pavement.

3.1.4. Barricades. During construction and until the streets are open for public use, the Developer shall furnish, install and maintain barricades and signs at such places as are necessary to protect and enhance safety. The Developer shall consult with the Director of Public Works/City Engineer and City Police Chief regarding placement and use of barricades, but Developer shall bear ultimate responsibility for proper barricading and maintenance of all barricades and signs until final completion.

Section 3.2. Sidewalks.

3.2.1. Grading plan for sidewalks. Developer, at its cost, shall cause all terrace areas to be graded to City standards for sidewalks. All final sidewalk grades shall be provided to and approved by the City.

3.2.2. Installation of sidewalks. Developer, at its cost, shall install sidewalks to City specifications in accordance with the Final Plat and/or approved construction plans, this Agreement, City ordinances and City standard specifications.

3.2.3. Sidewalk Construction. Sidewalks shall be installed, weather permitting, on a lot before an occupancy permit is issued for a house constructed on that lot, but the construction of the sidewalk may be delayed until after the house being constructed which abuts the sidewalk is substantially complete. The purpose of delaying sidewalk construction is to minimize damage from heavy equipment being driven over the sidewalks during construction activities on the lots immediately adjacent to the sidewalk. Despite this delay in the requirements to construct sidewalks, all sidewalks within the Subdivision shall be installed no later than two (2) years from the date of this Agreement, unless this requirement is expressly waived by the Common Council.

If Developer fails to construct sidewalk within two (2) years of the date of this Agreement, the City may construct sidewalk and invoice adjacent property owners for all associated cost of sidewalk construction as a special assessment against the property. Upon completion of sidewalk installation, the land area within the public rights-of-way between the curb and the sidewalk shall be backfilled, graded, and given a layer of topsoil in a manner that complies with City specifications.

Commented [AB4]: Could replace with "If the Developer fails to install the required sidewalk improvements in accordance with this Agreement, the City may, at its sole discretion, draw upon the Developer's financial guarantee to complete the work." This would require developer paying for sidewalk up front in financial guarantee vs. property owners

3.2.4. Testing Requirements. Portland cement concrete shall be as specified in City standard specifications, except slump shall not be greater than a four (4)-inch slump. Portland cement concrete sidewalks shall be field tested at the rate of two cylinders per 1200 linear feet or two (2) cylinders per day, whichever is greater, for strength, air content, and slump. Testing shall be performed by an independent third-party agent and shall be performed on seven (7) day and twenty-eight (28) day cylinder cure.

Section 3.3. Sanitary Sewers. Developer will make connections to existing public water and sewer mains as needed according to City specifications. Developer agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way to City standards upon making those connections.

3.3.1. Plans for sanitary sewer. Developer shall submit to the City, for review and approval, plans and specifications for laterals and appurtenances in accordance with appropriate industry, state, county and City standards relating to construction of new sanitary sewers.

3.3.2. Installation of sanitary sewers. After the City has approved said plans and specifications and Developer has obtained all other required approvals, the Developer shall, at its cost, construct and install laterals, and appurtenances, all in accordance with the approved plans and specifications. Any acceptance and bond release with regard to the sanitary sewer shall occur prior to the installation of the asphalt surface course.

3.3.3. Easements for sanitary sewers. All easements for sanitary sewers in the Subdivision shall be dedicated on the Final Plat, and sewer lines shall be constructed within the easements as provided in the approved Engineering Plans and Specifications of the Subdivision.

3.3.4. Temporary Sanitary Sewer Connection and Future Westside Interceptor Connection. The Developer is hereby permitted to make a temporary sanitary sewer connection to the existing sanitary sewer system on Ryan Ridge within the Hepp Heights Subdivision to serve Lots 1 through 16 and Lots 27 through 55 within the Edge Field development. This temporary connection is allowed solely for the purpose of facilitating initial development and occupancy. The Developer acknowledges and agrees that this connection is interim in nature and shall be diverted upon the availability and extension of the Westside Interceptor sewer line to a connection point at or about Milford Street.

At such time as the Westside Interceptor becomes available, as determined by the City, the Developer shall, at its sole cost and within the time frame specified by the City (not to exceed twelve (12) months from notice), disconnect from the Ryan Ridge sewer system and connect all

sanitary sewer flows from the development to the Westside Interceptor. The Developer shall be responsible for obtaining any necessary permits, constructing any required infrastructure, and restoring all disturbed areas to the satisfaction of the City.

Failure to timely complete the connection to the Westside Interceptor shall constitute a default under this Agreement and may result in enforcement action, including but not limited to the City completing the required work and drawing upon the Developer's financial guarantees for reimbursement.

Section 3.4. Water Distribution System

3.4.1. Plans for services and appurtenances. Developer shall submit to the City, for review and approval, plans and specifications for services and appurtenances to serve the Subdivision.

3.4.2. Installation of services and appurtenances. After the City and other reviewing authorities have approved the plans and specifications submitted by Developer, the Developer, at its cost, shall construct services and appurtenances, all in accordance with the approved plans and specifications.

Section 3.5. Stormwater Management

3.5.1. Drainage plans, storm sewers and stormwater management facilities. Developer shall submit to the City, for review and approval, plans and specifications for storm sewer installations or other means that will meet the storm water management needs for the Subdivision. The plans and specifications shall address all storm water runoff drainage and treatment issues, including drainage ways, all in accordance with appropriate state, county, City, Wisconsin Department of Natural Resources (WDNR), and United States Army Corps of Engineers standards, and in accordance with administrative rules on stormwater adopted by the City.

3.5.2. Installation of storm sewer and stormwater management facilities. After the City approves the plans and specifications, the Developer, at its cost, shall install storm sewer and storm water management facilities and appurtenances in accordance with approved plans and specifications, along with any conditions applicable under the terms of this Agreement. After installation of the storm sewer and stormwater management facilities, the Developer shall submit to the City an as-built grading plan stamped by a professional engineer licensed in the State of Wisconsin of the stormwater best management practice(s).

3.5.3. Easements for storm waters. Easements for storm sewers in the Subdivision shall be dedicated on the Final Plat, and sewer lines shall be constructed within the easements as provided in the approved Engineering Plans and Specifications of the Subdivision. If standalone public stormwater management easements are required independent of the final plat, said easement shall be approved by the City and recorded by Developer prior to the recording of this Agreement. Restoration of improvements located within storm sewer easement is the responsibility of adjacent property owners.

3.5.4. Due Care. Developer will use due care when constructing near the existing storm sewers.

3.5.5. Repair of damaged storm sewer. If at any time during Developer's ownership of the Property the structure of the storm sewer is damaged, Developer will restore the storm sewer so as to provide an adequate structure to allow vehicular traffic over the storm sewer without reducing the capacity of the storm sewer.

3.5.6. Stormwater Best Management Practices. Stormwater Best Management Practices (BMPs) shall be constructed per the approved plans and specifications.

Each individual lot owner shall have undividable fractional ownership of Outlots 1 and 2 as shown on the Edge Field Final Plat, and shall each be liable for an equal and undividable fractional share of the cost to maintain said Outlots. The City of Watertown and Jefferson County shall not be liable for any fees or special assessments in the event they become owner of any lot or Outlot in the Subdivision by reason of tax delinquency.

Section 3.6. Grading and Landscaping

3.6.1. Grading plan. Developer shall submit to the City, for review and approval, grading plans and specifications to provide positive drainage of the Subdivision. Any off-site excavation occurring as a result of improvements in this plat shall also be subject to and comply with the grading plans, as approved by the City.

3.6.2. Completion of grading: As-built plans. After approval of the plans and specifications by the City, Developer, at its cost, shall grade the Subdivision in accordance with the approved plans and specifications. After completion of the grading, the Developer shall submit to City an As-built grading plan stamped by a professional engineer licensed in the State of Wisconsin showing elevations at all lot corners, first floor elevations, drainage swales, stormwater best management practices, and at other key points.

3.6.3. Retaining walls. Retaining walls shall be constructed and maintained per the approved plans and specifications. All retaining walls required for individual lot grading shall be constructed, owned, and maintained by the respective lot owners.

Retaining walls shall be constructed prior to substantial completion. The City shall have no responsibility for the design, construction, or ongoing maintenance of any such retaining walls.

3.6.4. Trees. Trees planted within the right-of-way shall meet the requirements of Section 545-40 and shall be subject to approval by the City Forester.

Section 3.7. Erosion Control.

3.7.1. Erosion control plan. The Developer shall submit plans and specifications for erosion control to the City for review and approval. Erosion control measures shall be required throughout the construction of improvements. Developer is responsible for performing erosion control inspections in accordance with City and WDNR requirements.

3.7.2. Installation of erosion control devices. After the City approves the plans and specifications, and before any land surface disturbances are made in the Subdivision, the Developer shall, at its cost, provide all erosion control measures in accordance with the approved plans and specifications.

3.7.3. Temporary erosion control devices. All temporary erosion control devices shall be approved by the City. All approved temporary erosion control devices shall be installed by the Developer during construction as directed by the City. All temporary devices shall be inspected and maintained by the Developer.

3.7.4. Effect of failure of erosion control plan. In addition to other remedies that may be available, if the City advises the Developer that the method of erosion control is failing, the Developer shall, within twenty four (24) hours after such notice, clean up the materials which have been displaced and repair or replace the method of control which has failed prior to construction of additional improvements to the Subdivision.

3.7.5. Site Erosion control. Site erosion control provisions of Section 288, Article I of the City Code shall also apply In addition to the provisions of this Agreement.

Section 3.8. Electric, Communications and Gas Facilities.

3.8.1. Underground installation. All new electric distribution lines, all new telephone lines from which lots are individually served, and all new television cables, communication cables, and/or fiber and service installed within the Subdivision shall be underground. This section shall not apply to existing overhead lines. All underground installations shall be pre-approved by the City and shall comply with section 545-32 of the Watertown Municipal Code for proper location within right-of-ways. All underground utilities in street right-of-ways shall be installed prior to construction of street improvements. Provision must be made for mechanical compaction of all underground utility ditches or trenches situated within a street right-of-way. All gas lines and facilities shall not be installed prior to receiving express approval as to location within any right-of-way from the City.

3.8.2. Above ground installation. Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as, but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted terminal boxes may be located above ground.

3.8.3. Temporary facilities. Temporary overhead facilities may be installed to serve a construction site or where necessary because of severe weather conditions. In the latter case, within a reasonable time after weather conditions have moderated or upon completion of installation of permanent underground facilities, such temporary facilities shall be replaced by underground facilities and the temporary facilities removed at Developer's expense.

3.8.4. Utility easements. In all electric and communication facilities installed underground, the utility easements shall be graded to within six (6) inches of final grade by the Developer prior to the installation of such facilities, and earth fill, piles or mounds of dirt shall not be stored on such

easement areas. Utility facilities when installed on utility easements (whether overhead or underground) shall not disturb any monuments in the Subdivision. Any necessary easements not shown on the Final Plat shall be granted by the Developer to affected utilities, City and private, prior to installation of facilities within those easement areas.

Section 3.9. Parkland Dedication and Recreation Facilities. The Developer shall issue payment to the City of Watertown in lieu of parkland dedication and provide recreation facilities improvement fees per Section 545-42 of the City of Watertown Municipal Code as summarized below. Parkland dedication has satisfied land dedication requirements for 42 of 55 lots. Fee in lieu of parkland dedication for remaining 13 lots shall be paid by developer prior to dedication of public improvements. Recreation facilities improvement fees shall be paid on a pro rata payment due at the time of the issuance of building permit on a per lot basis.

Number of Lots (a)	Parkland Dedication Fee Per Lot (b)	Recreation Facilities Improvement Fees Per Lot (c)	Subtotal a*(c)
55	-	$1,264	$69,520
Number of Lots (a)	Parkland Dedication Fee Per Lot (b)	-	Subtotal a*(b)
13	$641	-	$8,333

Section 3.10. Building and Occupancy Permits. Building and occupancy permits shall be issued in accordance with Section 253 of the Watertown Municipal Code and with statutory requirements, provided the applicable impact fees have been paid, the grade has been properly established, and the application for a building or occupancy permit is complete.

ARTICLE 4
UNDERTAKINGS OF DEVELOPER

Section 4.1. Project. Developer shall build (or cause to be built) 55 residential lots including 12 zero-lot line twin home units and 43 single-family units. The Project will be developed under the Plans and Specifications approved by the City, such approval not to be unreasonably withheld or delayed.

Section 4.2. Minimum Costs. Developer's Cost shall be a minimum ("Minimum Development Cost") of three million seventy-one thousand three hundred ninety-five dollars and nine cents ($3,071,395.09). The Developer agrees to pay the City the following charges prior to construction beginning: 1. Any outstanding charges and assessments levied by the City against lands within the subdivision. 2. All required fees resulting from costs incurred by the City as a result of the platting and development of this subdivision, including, but not limited to engineering, planning and legal fees.

Section 4.3. Construction Start. Developer shall commence construction of the Project within sixty (60) days of receipt of all approvals from the City for the Project. The Developer agrees that no work shall be scheduled for the required public improvements without the City's approval of the starting date and

Commented [DW5]: Can you explain this? How does it apply to outstanding charges and assessments?

Commented [MB6R5]: $3 million ? Andrew's team has public infra numbers, doesn't include grading, and items not in public ROW.

Commented [AB7R5]: I believe this would be the construction cost estimate - $2,847,131.60

schedule which shall be submitted by the Developer to the City a minimum of seven (7) calendar days before work is scheduled to begin.

Section 4.4. Construction Completion. Developer shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits by June 30, 2027.

Section 4.5. Plans and Specifications. Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Developer may not make any material change to the size, design or structure without the written consent of the City (not to be unreasonably withheld, conditioned or delayed.) The City agrees to consider and approve or reject any proposed change within thirty (30) days after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

Section 4.6. Future Structures. No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the City's Zoning Code.

Section 4.7. Developer shall spend, in readily verifiable manner, no less than eighty percent (80%) of that sum identified in Section 2.1. as the estimated cost for the Project prior to, or upon, substantial completion of the Project such that an occupancy permit has been issued for the addition, which shall not be unreasonably delayed by the City, and in full compliance with Section 3 and the records availability requirements thereunder.

Section 4.8. Developer agrees to make improvements to the Project as shown in the approved Plans and Specifications. Developer agrees to maintain the Project in code compliance for as long as it owns the Property. The Developer shall construct and install, at its own expense, those on-site and off-site subdivision improvements required under Chapter 545, Article III of the Watertown Municipal Code, or which are required specifically in this Agreement or which are set forth in approved construction plans accompanying the Final Plat. The Developer's obligation to complete these improvements shall arise upon final plat approval by the City, shall be independent of any obligations of the City contained herein, and shall not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision.

Section 4.9. Curb Cuts. Developer will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Developer will landscape the terraces upon apron removal.

Section 4.10. Payment of Taxes. Developer shall timely pay its real estate taxes and personal property taxes against the Property prior to delinquency.

Section 4.11. Assignment of Obligations. Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., hereof.

Section 4.12. No Reduction in Taxes. Developer shall not cause a reduction in the real estate taxes or personal property taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

Section 4.13. Developer to Provide Services. The Developer agrees to provide maintenance and services to and within all rights-of ways affected by the Subdivision construction and development and required public places and improvements under this Agreement until substantial completion. The Developer agrees that such maintenance shall include, but not be limited to, snow plowing, street cleaning, repairs, mowing, and refuse and recycling collection services within the plat and along said right-of-ways, until substantial completion of the project except that the Developer shall be responsible for all snow and ice removal within the plat and along rights-of-way until dedication of all public improvements within the platted area. Failure of the Developer to provide said services shall result in the City causing the service to be performed and the costs for said service being invoiced to the Developer. The Developer shall pay said invoice immediately upon receipt. The City reserves its right to seek any other remedy available by law in lieu of or in addition to those provided in this paragraph for Developer's failure to provide the required maintenance and services governed by this section.

ARTICLE 5
UNDERTAKINGS OF THE CITY

Section 5.1. The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

Section 5.2. City's Obligations Contingent. All of the City's Obligations above shall be contingent upon full satisfaction of all of Developer's Obligations as provided in Article 4.

ARTICLE 6
COVENANTS RUNNING WITH THE LAND

Section 6.1. Covenants. This Agreement constitutes the entire Agreement between the parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement. In addition, the Owner and its successors and assigns shall be bound by all terms and conditions set forth in the recorded Stormwater Long-Term Maintenance Agreement for the Best Management Practices (BMPs) located on Outlot 1 and Outlot 2 of the approved Edge Field Final Plat. The LTMA is hereby incorporated into this Agreement by reference. The maintenance, inspection, and reporting obligations associated with said BMPs shall be enforceable as covenants running with the land and shall remain in full force and effect for the life of the BMPs or until such time as replacement or modification is approved in writing by the City of Watertown. The Owner agrees that the City shall have the right to enforce the obligations set forth in the LTMA through any legal or equitable remedy available, including but not limited to access rights,

Commented [AB8]: Steven: should stormwater maintenance agreement be referenced in this section?

Commented [MB9R8]: Yes, it should. David takes no issue with it being referenced.

notices of noncompliance, and special charges for work performed by the City if the Owner fails to perform required maintenance.

ARTICLE 7
REMEDIES

Section 7.1. Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2. Event of Default.

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

7.2.2. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the bond or other surety provided hereunder in addition to pursuing any other available remedies.

7.2.3. Remedies shall include, but are not limited to, stopping all construction in the approved final plat and prohibiting the transfer or sale of lots. The City agrees to provide a written notice and a thirty (30) day opportunity to cure the default prior to drawing on the bond, provided the default does not constitute an imminent threat to the public health, safety or general welfare.

7.2.4. In the event of any default by any party in making a payment required to another party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof. In addition, and without limitation, any of the parties shall have the following specific rights and remedies following such notice and failure to cure:

i. Injunctive relief; and

ii. Action for specific performance; and

iii. Action for money damages.

Section 7.3. Reimbursement. If Developer breaches this Agreement, or any part thereof, the Developer agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the City as a direct or consequential result of such default.

Section 7.4. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party at the Prime Rate as established from time to time by Bank of America, N.A. plus two percent (2%) per annum, from the date of payment by the non-defaulting party until the date reimbursed in full with accrued interest.

Section 7.5. Remedies are Cumulative. No remedy or right conferred upon or reserved to either party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a

waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.6. Failure to Enforce Not 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 signed by bother City and the Developer; not shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

ARTICLE 8
INSURANCE

Section 8.1. Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Owner and any Lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

Section 8.2. In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

ARTICLE 9
SUPPLEMENTAL GENERAL CONDITIONS

Section 9.1. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and to the party's respective addresses as follows:

FOR THE CITY:

City of Watertown
Office of the Finance Director/Treasurer
106 Jones Street
Watertown, WI 53094
Attention: Mark Stevens
mstevens@watertownwi.gov

With a copy to:

City of Watertown
Office of the City Attorney
106 Jones Street
Watertown, WI 53094

TO THE DEVELOPER:

Gremar, LLC
435 Village Walk Lane, Suite 2A
Johnson Creek, WI 53038-9313
Attention: David Werning, General Manager
David@looshomes.com

With a copy to:

Section 9.2. Notice shall be deemed delivered on the date when personally delivered; or in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery.

Section 9.3. Warranty of Developer; Non-Transferability. The Developer shall not assign this Agreement or its obligations hereunder without the express prior written consent of the City which consent shall not be unreasonably withheld or delayed. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assignees of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer's financial guaranty if it accepts new security from any subdivider, developer or lender who obtains the property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement.

Section 9.4. Non-Discrimination Agreement. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

Section 9.5. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto and their permitted assignees, and no other party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

Section 9.6. Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. No party to this Agreement shall be in default hereunder for so long as such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.7. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or the surety shall be deemed to be proper only if such action is commenced in Circuit Court for Jefferson County. The Developer expressly waives their right to bring such action in or to remove such action to any other court, whether state or federal.

Section 9.8. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.9. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the parties hereto, their successors and/or assigns, in writing signed by all parties.

Section 9.10. Severability of Provisions. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., to achieve its intended purpose.

Section 9.11. Recording and Survival. The Developer shall record this Agreement with the Register of Deeds, Jefferson County, and a copy of this recorded Agreement shall be filed with the City Clerk prior to beginning construction. All recording fees are the responsibility of the Developer. Developer expressly agrees that the Final Plat approval may be withdrawn and considered null and void if this Agreement and any other required documents are not recorded in the Jefferson County Office of the Register of Deeds within sixty (60) days of the execution of this Agreement.

Section 9.12. Reservation of Rights. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

Section 9.13. Vested Rights. Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project or development shall inure to the Developer. The Developer expressly agrees that this Agreement shall not entitle the Developer to any other required approvals from the City. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Property Owner or Developer to obtain all necessary approvals, licenses and permit from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

Section 9.14. Recitals. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

Section 9.15. Construction. The parties acknowledge and represent that this Agreement has been the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any party individually as drafter.

Section 9.16. Representation. The Developer acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Agreement, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Agreement's terms, conditions, and provisions, and their effects; and that it has executed this Agreement freely and not under conditions of duress.

Section 9.17. Authority. The individuals executing this Agreement on behalf of the Developer warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

Section 9.18. Conflicts of Interest. No member of any governing body or other official of the City ("City Official") shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the City and the City Official fully complies with any such conflict of interest requirement of the City. No City Official shall participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 9.19. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 9.20. Entire Agreement. This Agreement and written amendments and any referenced attachments thereto, shall constitute the entire agreement between the Developer and the City.

Section 9.21. Binding. This Agreement shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

This Agreement shall be effective as of the date and year first written above.

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF WATERTOWN:

BY: _____
Robert Stocks, Mayor

ATTEST:

BY: _____
Megan Dunneisen, City Clerk

DEVELOPER:

BY: _____
Gremar, LLC
, Member

AUTHENTICATION

Signature(s) of Robert Stocks, Mayor and Megan Dunneisen, City Clerk, authenticated this _____ day of _____, 2025.

_____
, SBN:
Title: Member State Bar of Wisconsin

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Watertown on the within Agreement.

_____
Mark Stevens, Finance Director/Treasurer

APPROVED AS TO FORM:

_____
City Attorney

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of)

Personally came before me this _____ day of _____, 2025 the above-named , _____ who acknowledged that he as a member, being authorized to do so, executed the foregoing instrument on behalf of Gremar, LLC.

_____
Notary Public, County, Wisconsin
My Commission expires: _____