

Development Agreement

Between

City of Watertown, Wisconsin

And

Habitat for Humanity of Waukesha County, Inc.

6 Duplex Buildings (12 Housing Units) Two- Family Zero Lot Line Development

DEVELOPMENT AGREEMENT

College Park, Watertown, Wisconsin

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2026, by and among the City of Watertown, a Wisconsin municipal corporation, (the "City") and Habitat for Humanity of Waukesha County, Inc., a Wisconsin domestic company ("Developer").

WITNESSETH:

WHEREAS, Developer currently owns lands located in the City of Watertown, Dodge County, Wisconsin, as shown on Exhibit A attached hereto (the "Property") (PIN: See Attached "College Park Watertown Addresses"); and

WHEREAS, the City desires to encourage economic development including the expansion of its tax base, creation of quality new residential units and to provide affordable housing within the City of Watertown; 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, 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 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), Access (Watertown Municipal Code § 545-18), 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 accessory improvements where necessary to serve and benefit the 6 residential lots in the Final Plat; and

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

WHEREAS, the City finds that the construction of the Development Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by serving public purposes in accordance with State and local law; and

NOW THEREFORE, in consideration of the forgoing recitals, which are incorporated into and made a part of this Agreement, the mutual covenants herein set forth, 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.

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 Habitat for Humanity of Waukesha County, Inc. and its successors and assigns.
- 1.2.4. "Development Project" or "Project" means the overall construction of a 6 duplex buildings (12 housing-units) residential complex as generally shown on Exhibit B and as further described in Sections 2.1 below.
- 1.2.5. "Plans and Specifications" means the plans and specifications for the Project to be prepared by Developer and approved by the City, which shall generally be consistent with Exhibit B.
- 1.2.6. "Property" means the property identified as Parcel Identification Numbers 291-0915-3233-092; 291-0915-3233-093; 291-0915-3233-094; 291-0915-3233-095; 291-0915-3233-096; 291-0915-3233-097; 291-0915-3233-098; 291-0915-3233-099; 291-0915-3233-100; 291-0915-3233-101; 291-0915-3233-102; & 291-0915-3233-103. in the City of Watertown, Dodge County, Wisconsin as described in Exhibit A.
- 1.2.7. "Site Plan" means the specific physical layout of the Property as shown on Exhibit B.
- 1.2.8. "Zoning Code" or "Code" means Chapter 550 of the Code of Ordinances of the City of Watertown.

ARTICLE 2

DESCRIPTION OF DEVELOPMENT AND CITY PAYMENTS

Section 2.1. Project Description. Upon the receipt of all necessary governmental approvals, Developer shall build (or cause to be built) 6 (six) duplex family units to be constructed in a single phase as shown conceptually in Exhibit B. Each building will be two stories and consist of three-bedroom unit layouts. Each pair of units, starting with Lot 1 and Lot 2 will have a shared wall between their units. Each unit will have a separate ground floor exterior entrance. Surface parking will be provided and will be designed to meet City Code. Other site improvements will consist of sidewalks, landscaping, and stormwater areas. The Project will be developed under more detailed Plans and Specifications to be approved by the City Site Plan Review Committee and Plan Commission, such approvals not to be unreasonably withheld or delayed. Developer agrees to construct the Project on the Property in accordance with the Site Plan attached hereto and marked as Exhibit B and those plans and documents submitted to the City for all applicable Project permits on or about October 27, 2025 (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.

Section 2.2. Project Cost. 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.

Section 2.3. Obligations. Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior written approval of the City.

Section 2.4 Developer covenants and agrees that it shall pay in full all taxes levied on the real and personal property of the Property at the time said taxes are due. Failure to pay said taxes in a timely manner shall constitute an event of default as provided under Section 6, hereof, and, such default may be made curable only upon the sole and exclusive discretion of the City and, then, only upon writing confirming as such and containing the signature of the Mayor and countersignature of the City Clerk. Habitat for Humanity is tax exempt.

ARTICLE 3 UNDERTAKINGS OF THE DEVELOPER

Section 3.1. Development. Developer shall build (or cause to be built) the Project as described in Sections 2.1 above.

Section 3.2. Plan Submission. Developer shall submit all plans specifications and documents to the City and state of Wisconsin as necessary to receive a building permit to construct the Project (the "Building Permits" and City "Erosion Control and Storm Water Runoff Permit" / Wisconsin Department of Natural Resources stormwater "Notice of Intent").

Section 3.3. Design Standards. Developer shall incorporate high quality design and use of materials into the Project consistent with the Concept Plan contained in Exhibit B. 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 3.4. Construction Commencement. Developer shall commence construction of the Project on or before April 30, 2026.

Section 3.5. Construction Completion. Developer shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits by December 31, 2028.

Section 3.6. Construction. 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 state of Wisconsin, and Developer may not make any material change to the size, design or structure without the prior written consent of the City (not to be unreasonably withheld, conditioned or delayed.) The City agrees to consider and approve or reject any non-material proposed change within ten (10) business days (twenty (20) days for the Erosion Control and Storm Water Runoff Permit, per the City's Stormwater Ordinance (Chapter 288, Municipal Code)) after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Building, Safety & Zoning Department for building permit changes and the City Engineering Department for stormwater runoff permit changes.

Section 3.7. Easements. Easements on the Property for municipally owned and/or operated storm sewer or drainageways, water mains, and sanitary sewer shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to a CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

Section 3.8. Restriction on Future Structures. No future structures, including but not limited to fencing, 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. Construction of structures and/or filling of land shall not be permitted within stormwater drainage easements, per the City Stormwater Ordinances.

Section 3.9. Property Maintenance. Developer agrees to make Improvements to the Project as shown on Exhibit C in accordance with the approved Plans and Specifications. Developer agrees to maintain the Project in compliance with all federal, state and local laws, regulations or codes for as long as it owns the Property.

Section 3.10. Utility Connections. Developer will make connections to existing public water and sewer mains as needed in accordance with detailed utility plans approved by the City Engineer or designee, and according to City specifications. Developer agrees to timely repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections. In accordance with Section 457-6 of the City of Watertown Municipal Code, Developer shall obtain a permit from the City prior to any excavation or opening of any street, alley, sidewalk or other public way within the City. City streets, alleys, sidewalks and other public ways shall not be

excavated or opened between November 15 – April 15 of a given year.

Section 3.11. 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 along Votech Drive, Lisbon Street and West Main Street. City crews will construct new curb along the Wilbur Street extension between N. Votech Drive and Elba Street. Developer will landscape the terraces upon apron removal.

Section 3.12. Storm Sewer Repair. Developer will use due care when constructing near the existing storm sewers. If at any time during Developer's ownership of the Property the structure of the storm sewer is damaged by a driveway over the storm sewer, 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.

Section 3.13. Tax Payment. Developer shall timely pay real estate taxes and personal property taxes against the Property prior to delinquency. Habitat for Humanity is tax exempt.

Section 3.14. Storm Water Management Facilities. Developer shall construct shared storm water management facilities in accordance with plans, specifications, and storm water management plan approved by the City Engineer or designee. Developer to direct stormwater runoff through design and construction to City stormwater practice on the future Wilbur Street Extension for treatment and containment to meet Chapter 288, Municipal Code. A Stormwater Maintenance Agreement for the stormwater drainage swales and/or practices on the Project, or an appropriate instrument as determined by the City, shall be approved by the City Engineer or designee and recorded with the Dodge County Register of Deeds.

Section 3.15. Personal Obligation. Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior written approval of the City.

Section 3.16. Developer Certification. Developer agrees not to seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that at the time of conveyance would result in the Property qualifying for tax exempt status without the prior written approval of the City.

Section 3.17. Restriction on Waste. Developer shall not cause a reduction in the real estate taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

Section 3.18. As Builts.

A. Developer shall furnish “as-built” plans, including elevations of the streets, showing changes from

the construction plans, pursuant to specifications approved by the City Engineer. Said “as-builts” shall be in digital pdf, .dwg and geodatabase file formats.

- B. Sanitary system and water system “as-built” plans shall be submitted to, and approved by, the City Engineer, and shall include GPS coordinates of all fittings.
- C. Developer shall furnish “as-built” plans for all storm sewers and storm water maintenance facilities pursuant to specifications approved by the City Engineer.

Section 3.19. Sanitary System; Water Distribution System

- A. Laterals are to be verified water-tight; any use of ferco's shall be double-banded, strong-back stainless-steel material or equivalent; however, preference is for laterals to be hard piped together with no ferco's.
- B. If City notifies Developer regarding connection issues following television of the sanitary laterals, Developer shall make all necessary corrections prior to asphalt replacement.

Section 3.20. Water Distribution System

- A. Plans for services and appurtenances. Developer shall submit to the City, for review and approval, plans and specifications for services and appurtenances.
- B. Installation of services and appurtenances. After the City and other reviewing authorities have approved the plans and specifications submitted by the Developer, the Developer, at its cost, shall construct services and appurtenances, all in accordance with the approved plans and specifications. Water service laterals shall not be accepted until the following is obtained by the Developer and provided to the City: (1) a complete set of As-Built plans stamped by a professional engineer licensed in the State of Wisconsin, (2) test results certified by the Laboratory indicating that water samples have been found to be bacteriologically safe

Section 3.21. Modification. If, at any time after plan approval and during construction, the City Engineer reasonably determines that modifications to the plan including additional measure such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for the implementation of the original intent of the plans, the City is authorized to order Developer, at Developer's expense, to implement the same. If Developer fails to construct the additional measures within a reasonable time under the circumstances, the City may cause such measures to be completed and shall hold Developer accountable for payment of the same.

Section 3.22. 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. Fees in lieu of parkland dedication shall be paid at time of Certified Survey Map approval and recording. 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*(b)+a*(c)
12	\$641	\$1,264	\$22,860
	\$7,692 *PAID*	\$15,168	

ARTICLE 4 UNDERTAKINGS OF THE CITY

Section 4.1. City's Cooperation. 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. The City will construct Wilbur Street and the associated stormwater management practice to appropriate City standards, pending final approval and award of grant funding from the Dodge County Development Fund Grant and other City funds without contribution from the Developer.

ARTICLE 5 COVENANTS RUNNING WITH THE LAND

Section 5.1. 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.

ARTICLE 6 REMEDIES

Section 6.1. Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 6.2. Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. 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:

- a. Injunctive relief;
- b. Action for specific performance; and
- c. Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 6.3. Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 6.4. Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 6.5. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 6.6. Approval by City Not to be Deemed a Waiver. The ultimate responsibility for the proper design and installation of water facilities, drainage facilities, storm water management and sanitary sewer facilities, ditches, landscaping and all other improvements are upon the Developer. The fact that the City or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver or relieve the Developer from the ultimate responsibility for the design, performance, and function of the Development and related infrastructure.

Section 6.7. Guarantees of Public Improvements

- A. The Developer shall, in accordance with Wis. Stat. Sec. 236, guarantee after Final Acceptance, the Improvements described in Exhibit C hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one (1) year from the date of Final Acceptance. The Developer shall pay for any damages to City property and/or Improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the City might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations.
- B. The Developer shall make or cause to be made, at its own expense, any and all repairs that may become necessary under and by virtue of the Developer's guarantee and shall leave the Improvement in good and sound conditions, satisfactory to the City at the expiration of the guarantee period.
- C. If during said guarantee period, the Improvement shall in the opinion of the City, require any require or replacement which, in the judgement of City staff, is necessitated by reason of settlement

of foundation, structure of backfill, or other defective materials or workmanship, the Developer shall, upon notification by the City of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the Developer fail to make such repair or replacement within the time specified by the City in the aforementioned notification, after notice has been sent as provided in this Agreement, the City may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the City may, should the costs or expenses incurred by the City in repairing or replacing any portion of the Improvement covered by the guarantee exceed the amount of the guarantee security (if any), then the Developer shall immediately pay any excess cost or expense incurred in the correction process.

Section 6.8. Limited Guarantee for ROW Restoration. Because all public right-of-way improvements associated with the Development will be constructed by the City, the City and Developer agree that no financial guarantee for public improvements is required. The Developer shall be responsible only for the repair and restoration of any damage to existing curb, gutter, sidewalk, pavement, terrace areas, or storm sewer facilities caused by the Developer's construction activities, including installation of private laterals. Such restoration shall be completed in accordance with City standards and at the Developer's expense. If damage occurs and is not corrected within thirty (30) days of written notice from the City, the City may perform the work and invoice the Developer. Failure to pay such invoice shall be considered a default under this Agreement.

Section 6.9. Building Permits. It is expressly understood and agree that no building permits for structures with access points from Wilbur Street shall be issued until the City Engineer has determined that the Wilbur Street right-of-way Improvements are substantially complete and the Developer is not in default of any aspect of this Agreement.

Section 6.10. Miscellaneous Requirements. The Developer shall:

- A. Easements. Provide any easement including, but not limited to, vision easements, emergency access drive, storm water management areas, drainage ways, and utility lines on the Property deemed necessary by the City Engineer before the final plat is signed or on the final plat and such easement shall be along lot lines if reasonably possible.
- B. Manner of Performance. Cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.
- C. Deed Restrictions. Execute and record deed restrictions and provide proof of recording prior to sale of the residential units in the form approved for this Development Project.
- D. Underground Utilities. Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the Developer.
- E. Permits. Provide and submit to the City requesting the same, valid copies of any and all governmental agency permits.
- F. Noise. Make every effort to minimize noise, dust and similar disturbances, recognizing that the Property is located near existing residences. Construction of Improvements shall not begin before

7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. All construction is to end by 5:00 p.m. each day except for documented emergencies.

- G. Debris. Have ultimate responsibility for cleaning up debris that has blown from building under construction within the Property until such time as all Improvements have been installed and accepted by the City. The City shall make reasonable effort to require the contractor or subcontractor, who is responsible for the debris, to clean up the same. The Developer shall clean up the debris within twenty-four (24) hours after receiving written notice from the City Engineer. If said debris is not cleaned up after notification, the City will do so at the Developer's expense.

ARTICLE 7 INSURANCE

Section 7.1 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 that complies with the 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 as set forth below. Such insurance shall name City as an additional insured as its interest may appear

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	
Bodily injury by disease—aggregate	\$500,000
Employer's Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	
Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000

Workers' Compensation and Related Policies	Policy limits of not less than:
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	
Each Accident	
Property Damage	
Each Accident	
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

Section 7.2 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 8 WRITTEN NOTICES AND MISCELLANEOUS

Section 8.1 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

FOR THE CITY:

City of Watertown

City Clerk

106 Jones Street

Watertown, WI 53094

Attention: Megan Dunneisen

mdunneisen@cityofwatertown.org

With a copy to:

City of Watertown
City Attorney's Office
106 Jones Street
Watertown, WI 53094
Attention: Alexandra Panagopoulos
apanagopoulos@watertownwi.gov

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

FOR THE DEVELOPER:

Habitat for Humanity of Waukesha County, Inc.
2020 Springdale Road
Waukesha, WI 53186
Attention: Melissa Songco
melissa@habitatwaukesha.org

With a copy to:

Schober Schober & Mitchell, S.C.
2835 S. Moorland Road
New Berlin, WI 53151
Attn: T. Michael Schober
tms@schoberlaw.com

Section 8.2. Restrictions of Sale, Transfer, Conveyance and Ownership. During the term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity in any manner which would render all or any part of the Property exempt from real property taxation, without the prior written consent of the City. Developer shall execute and record deed restrictions effectuating this provision.

Section 8.3. 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 8.4. 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 8.5. 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 8.6. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Dodge County, Wisconsin, Circuit Court.

Section 8.7. 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 8.8. 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, only in writing signed by all Parties.

Section 8.9. 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.

Section 8.10. Recording and Survival. The City shall record this Agreement against the Property with the Register of Deeds for Dodge County, at the Developer's expense. All the terms and conditions of this Agreement shall survive the execution of this Agreement and the making of grants hereunder. This Agreement shall run with the land and be binding upon Developer and all of Developer's

successors in interest. Every reference to Developer herein shall be a reference to Developer and all of Developer's successors in interest.

Section 8.11. Reservation of Rights. The City of Watertown, its agents and assigns, is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein is intended to be a waiver or estoppel of the rights and immunities to which each party and their insurers may be entitled under law, including all of the immunities, limitations and defenses under Section 345.05, 893.80, and 895.53, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

Section 8.12. Vested Rights. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.

Section 8.13. 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 8.14. 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 8.15. 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 8.16. 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 8.17. Indemnification. In addition to, and not to the exclusion or prejudice of, any provision

of this Agreement or documents incorporated herein by reference, the Developer shall indemnify and hold 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 City, its officers, agents, employee and independent contractors growing out of this Agreement as stated above any party or parties. The Developer shall also name as additional insureds on its general liability insurance the City, its officers, agents, employee and any independent contractors hired by the City to perform services as to this Development and give the City evidence of the same upon request of the City. This Section shall survive termination of this Agreement. The Developer further agrees that it is not an agent or employee of the City.

Section 8.18. Compliance with Codes and Statutes. The Developer shall comply with all current and future applicable codes of the City, County, State and Federal government and, further, Developer shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the City, County, State or Federal government.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
FINAL PLAT

**EXHIBIT C
IMPROVEMENTS**

[Insert Chapter 545, Article III of the Code of the City of Watertown]