

EXHIBIT C

**AGREEMENT TO UNDERTAKE DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 9**

MUNICIPAL REVENUE OBLIGATION

CITY OF WATERTOWN

\$2,031,474.00

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is created pursuant to Wis. Stat. § 66.0621 this ____ day of _____, 2026 by the City of Watertown, Jefferson County, Wisconsin (the "City") to Horizon Development Group, Inc., its successors and assigns ("Developer").

WITNESSETH:

- A. The City and Developer have entered into an Agreement to Undertake Development in Tax Increment District No. 9 dated _____, 2024, and within the Agreement (the "Development Agreement").
- B. This Obligation is issued by the City pursuant to the Development Agreement.
- C. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The City shall pay to Developer up to, but not to exceed, the principal amount of \$2,031,474.00 solely from the Project's Tax Increment, and, then, only from a sum limited and equal to exactly 95% of the Project's Tax Increment, on an annual basis, minus any and all other debts or obligations otherwise owing to the City by virtue of the Development Agreement or otherwise. To the extent that on any payment date the City is unable to make a payment from the Project's Tax Increment at least equal to the City Payment due on such date as a result of having received, as of such date, insufficient Project Tax Increment, such failure shall not constitute a default under this Obligation and, except as hereinafter provided, the City shall have no obligation under this Obligation, or otherwise, to subsequently pay any such deficiency. Any payments on the Municipal Revenue Obligation, which are due on any payment date, shall be payable solely from and only to the extent that, as of such payment date, the City has received Project Tax Increment. The term of this Obligation and the City's obligation are as exclusively and specifically provided in the Agreement. This Obligation shall terminate and the City's obligation to make any payments under this Obligation shall be discharged, and the City shall have no obligation and incur no liability to make any payments hereunder, after the date provided within the Development Agreement.

2. *Limited Obligation of City.* This Obligation shall be payable solely from the Project's Tax Increment and shall not constitute a charge against the City's general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds, except the Project's Tax Increment, and then only to the extent and in the manner herein specified.

3. *Prepayment Option.* To satisfy in full the City's obligations under this Obligation, the City shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

4. *Miscellaneous.* This Obligation is subject to the Tax Increment Law and to the Development Agreement.

[Signatures on Following Page]

Dated this ____ day of _____, 20_____.

CITY OF WATERTOWN

By: _____, Mayor

ATTEST:

_____, City Clerk