

WHEREAS, the City has determined that the redevelopment of the Property / Properties pursuant to this Agreement and the fulfillment generally of the Agreement by the parties hereto are in the best interests of the City and its residents; will enhance the value of other properties in the City; and will eliminate blighted conditions from the property in the City.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and upon which the City may rely in granting all approvals, permits, and licenses for the Project and in executing this Agreement and performing its obligations hereunder:

- A.** Developer is a duly organized and existing limited liability corporation in current good standing status under the laws of the State of Wisconsin.
- B.** The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery, and performance of this Agreement and the matters contemplated herein. This Agreement and the exhibits documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid, and binding agreement and obligation of the Developer, enforceable against them in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' right generally, and by general equitable principles.
- C.** There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder. Neither the consummation of the transactions contemplated hereby, nor compliance by the Developer with the terms thereof, will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which the Developer is a party, or by which the Developer may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order rule, or regulation. Developer has not filed any petition, nor has any petition been filed against Developer, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is Developer the subject of any such

action. Developer is not insolvent, nor will it be rendered insolvent, by consummation of the transactions contemplated hereby.

SECTION II. UNDERTAKINGS OF THE DEVELOPER

- A. Description of Development Project.** Developer agrees to construct ___ new owner-occupied, single-unit houses on the Property / Properties with the Project Guidelines described in Exhibit B and Section ____, City of Kenosha Zoning Ordinance described in Exhibit C.
- B. Obtain Approvals for Plans and Specifications.** The Developer shall: (i) submit all information, drawings, elevations, plans, specifications, and other documents and information and any other item required by the City for approval for any and all demolition, improvements, construction, and development of the Property / Properties in accordance with the normal practices and procedures of the City; (ii) obtain all approvals necessary for the aforementioned activities within the earliest commercially reasonable time thereafter; (iii) obtain all zoning permits and other approvals for construction and development of the Property / Properties; and (iv) enter into any other and further additional agreements with the City detailing the requirements for construction and development of the Property / Properties prior to the commencement of any construction activities. As part of any approval process, the City may, in accordance with its normal permitting and zoning process, impose such restrictions, covenants, and obligations on the Developer as the City deems appropriate for the development, construction, and use of the Property / Properties consistent with the scope and intended purpose of the Project. The Developer shall pay, at their own cost, all development, license, permit, and other fees required by the State of Wisconsin, the City, and all other applicable governmental entities.
- C. Compliance with Codes, Plans, and Specifications.** The Project and other improvements constructed on the Property / Properties, and their uses, shall be in compliance with all applicable zoning and other ordinances of the City; all other applicable laws, ordinances, regulations, and requirements of other governmental and quasi-governmental entities having jurisdiction over the Properties, and with plans and specifications approved by the City. The acceptance of this Agreement and granting of any and all approvals, zoning, licenses, and permits by the City, in and of itself, shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or construction the City determined not to be in compliance with the City ordinances, or the requirements of any other applicable governmental authority.
- D. Site Work.** The Developer shall comply with all grading, zoning, erosion, and soil control requirements affecting the Property / Properties in accordance with all

applicable, federal, state, county, and municipal regulations, guidelines, specifications, laws, ordinances, and permits affecting the Property / Properties or any portion thereof. The Developer shall be responsible for undertaking all steps necessary to preserve and protect any shoreline areas, wetlands, Native American burial grounds, and other protected interests on or in the Property / Properties. All areas disturbed by construction activities on any portion of the Property / Properties shall be restored by the Developer to the satisfaction of the City's Director of Public Works. All of the work performed by the Developer on the Property / Properties shall be performed to such standards as are specified by the City for such work as if performed on behalf of the City, and as specifically required by the City. Without limiting the foregoing, the Developer shall at all times take all precautions necessary or advisable and at all times perform all work on or in the Property / Properties or in connection with the Project in a manner that will safeguard and protect the water and other infrastructure that may be affected by the Project.

- E. Timeline for the Development Project.** The Developer shall complete construction of the new owner-occupied single-unit house / houses on the Property/Properties no later than _____, 202_, and sell the house to an income-eligible owner-occupant no later than _____, 202_. For the purposes of this Agreement, the term "Complete Construction" shall mean the issuance of occupancy permits for each home following the final inspection by the City. Developer may not sell or transfer the property or any improvements, to any person or entity except the City, prior to completing construction and obtaining an occupancy permit from the City. Following sale of the house / houses to an income-eligible owner-occupant, the terms and conditions of this Agreement shall be deemed satisfied for each home sold to an owner-occupant.
- F. Project Budget.** Prior to the sale of the Property / Properties from City to Developer, the Developer shall provide a Project Budget reasonably acceptable to the City (the "Project Budget") showing sources and uses of funds for the construction of the Project.
- G. Funding Sources.** Prior to the sale of the Property / Properties from City to Developer, the Developer shall provide the City with evidence reasonably acceptable to the City that the funds required as sources to fund the Project Costs pursuant to the Project Budget have been funded or are contractually obligated to be paid to the Developer to fund the entire Project Costs (the "Funding Sources").
- H. Final Building Elevations and Site Plans.** Prior to the sale of the Property / Properties from City to Developer, the Developer shall provide final building elevations and site plans acceptable to the City (the "Plans") showing compliance

with the Project Guidelines described in Exhibit B and Section 3.05, City of Kenosha Zoning Ordinance described in Exhibit C.

- I. **Use of Property / Properties.** The Property / Properties is / are being developed into ___ new owner-occupied, single-unit house / houses. The Developer shall develop and sell the Property / Properties to the owner-occupant for such purpose, and for no other purpose. At the time of sale from Developer to an owner-occupant, the owner-occupant must have a household income at or below 150% County Median Income. In addition, the Developer agrees that the deed transferring title to the owner-occupants will include the following: (a) "Property shall at all times remain fully taxable for ad valorem tax purposes, including, but not limited to, real property taxes, and will not be subject to any exemption or exception to taxation unless otherwise agreed to by the City. The City may enforce the aforementioned restriction through proceedings at law or in equity in the Circuit Court for Kenosha County, Wisconsin. The City will be entitled to recover its costs and expenses including reasonable attorneys fees incurred in enforcing the restriction" and (b) "The dwelling constructed shall be sold to a buyer who will be an owner-occupant." Developer must provide the City with a copy of the deed for approval prior to its execution by the Developer.

SECTION III. UNDERTAKINGS OF THE CITY

- A. **Transfer of Properties.** Upon the receipt and approval by the City of all the conditions set forth in Section II above, the City shall transfer the Property / Properties to the Developer for the price of one (\$1.00) dollar (the "Purchase Price"). The Deed/s which the Property / Properties shall be transferred to the Developer include a provision that places of record the right of the City to have the Property / Properties reconveyed to it under the conditions specifically described in Section VII.C. of this Agreement.
- B. **Eligible Project Costs.** The City may provide funding to the Developer, conditioned upon the execution of a written promissory note on City forms, for up to fifty percent (50%) of the Developer's cost of the following: acquisition of the Property / Properties, site preparation and pre-construction land improvement, construction of the home pursuant to the Project Guidelines outlined in Exhibit B of this Agreement, construction labor, and other costs as approved by the Director of City Development or their designee, (herein "Eligible Project Costs"). Such funds shall be paid back to the City upon sale of the Property / Properties to an owner-occupant. City-provided funds may not be used for Developer financing. Unused funds for Eligible Project Costs shall be paid to the City prior to satisfaction of all mortgages and loans from a non-City lender.

SECTION IV. MISCELLANEOUS REQUIREMENTS

The Developer shall do each and all of the following at their own cost and expense:

- A. Manner of Performance.** Cause of all construction obligations of the Developer referred to in this Agreement to be carried out and performed in a good and workmanlike manner, consistent with construction standards in the City;
- B. Permits.** Provide and submit to the City, valid copies of any and all governmental agency permits relating to the construction of the Project;
- C. Noise.** Make every effort to minimize noise, dust, and similar disturbances; and
- D. Debris.** Remove debris from the construction of the Project. The Developer shall cause the debris to be removed from the **Property / Properties** within twenty-four (24) hours after receiving a notice of its presence from the Director of City Inspections or its designee. If said debris is not removed after notification, the City will clean up the debris and invoice the expense to the Developer. The Developer shall pay such invoice within the time stated on the invoice.

SECTION V. CONDITIONS OF ALL OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT

As a condition to each and all of the covenants, agreements, and other obligations of the City under this Agreement, in addition to all other requirements and conditions set forth in this Agreement, all of the following must occur:

- A.** All representations and warranties of the Developer set forth in this Agreement and in all agreements expressly referred to herein shall at all times be true, complete, and correct;
- B.** All covenants and obligations of the Developer under this Agreement shall be duly and substantially performed, observed, satisfied, and paid as required herein;
- C.** No event of default has occurred, or with the giving of notice or lapse of time would occur, and
- D.** No material adverse change in the financial condition of the Developer exists, which might impair its or their ability to perform their obligations under this Agreement.

SECTION VI. INDEMNIFICATIONS

The Developer will indemnify and hold harmless the City, their governing body members, officers, employees, agents, including the independent contractors,

consultants, and legal counsel (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person resulting from any breach of any warranty, covenant, or agreement of the Developer under this Agreement and the development of the Properties regardless of whether such damage, injury, or death is caused by or alleged to be caused by the partial or sole negligence of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on behalf of or under the direction or control of the Developer) pursuant to this Agreement or the transactions contemplated hereby or the acquisition, rehabilitation, installation, ownership, and operation of the Project. All covenants stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, member, officer, agent, or employee of the City.

SECTION VII. DEFAULT/REMEDIES/OPTION TO REPURCHASE

A. Events of Default. An event of default is any of the following:

1. A failure by the Developer to commence construction of the Project, complete construction of the Project, or sell the Property / Properties to owner occupants, as required pursuant to the terms, conditions, and limitations of this Agreement; or
2. A failure by the Developer to use the Property / Properties or cause the Property / Properties to be used as new owner-occupied single unit homes, at the completion of the Project; or
3. A failure of the Developer to perform or observe any and all covenants, conditions, obligations, or agreements on their part to be observed or performed when and as required under this Agreement; or
4. The Developer becomes insolvent or is the subject of bankruptcy, receivership, or insolvency proceedings of any kind; or
5. The dissolution or liquidation, or the commencement of any proceedings, therefore, of the Developer.

B. Remedies on Default. Whenever an Event of Default occurs, the City must provide fifteen (15) days written notice to the Developer of the City's intent to take any one or more of the following actions prior to taking such action:

1. Immediately suspend its performance under this Agreement from the time any notice of an Event of Default is given until it receives assurances from the Developer deemed adequate by the City, within fifteen (15) days of the

delivery of City's notice of default, that the Developer will immediately cure such default and continue their responsible and punctual performance under this Agreement

2. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to obtain a judgment for damages caused by Developer's default, and enforce the performance of any obligation, agreement, or covenant of the Developer under this Agreement.
 3. In the case of bankruptcy, receivership, or insolvency proceedings of any kind relating to the Developer or foreclosure proceedings involving the **Property / Properties**, the successor entity(ies), mortgage and/or lienholder (each, a "Successor") will become a successor to this Agreement and be bound by its terms and conditions. If such event involves a Repurchase Option Trigger (as defined below), the City shall retain the right described in Section VII.C. below (but not the obligation) to compel the Successor to reconvey the **Property / Properties** to the City as provided therein. Any changes to the terms and conditions of this Agreement will not be permitted without the express prior written consent of the City whose consent for the specific purpose of this paragraph shall not be unreasonably withheld.
 4. City agrees that any lender to the Developer, providing financing in connection with the Project, including the holders of any secured debt, and any investor member of the Developer, shall have the right to cure any default by the Developer hereunder. To exercise their right under this paragraph, the lender must provide the City with a written offer to cure no later than fifteen (15) days after the City's delivery of the notice of Event of Default. It is the responsibility of the Developer to ensure their lender or lenders receive the City's notice of Event of Default. The City shall retain the right to object to any offer to cure, or the adequacy of any cure made by a lender on behalf of the Developer. No provision in this paragraph is intended to waive the City's rights under sections VII.B or VII.C.
- C. Repurchase Option.** The Developer acknowledges that the Project and the timing of the Project are essential to the City's affordable housing efforts and that the City has agreed to sell the **Property / Properties** to the Developer hereunder at a reduced price to promote such efforts. Therefore, the Developer agrees that if the Developer does not complete construction by _____, 202____, and sell the **Property / Properties** to an owner-occupant by _____, 202____, the City shall have the right (but not the obligation) to compel the Developer to reconvey **that Property / those Properties** that did not meet a required deadline as described in this paragraph. Upon a finding by the City that the Developer failed to meet one of the deadlines described in this paragraph

(herein the “Repurchase Option Trigger”), the City may deliver to the Developer ten (10) days written notice of their intent to exercise the Repurchase Option. Upon receipt of this notice, Developer must transfer the **Property / Properties**, within the time required in section VII.C.1 and 2 below, at no cost to the City, and with only such mortgages, liens, or other encumbrances on title to the **Property / Properties** which were on the title to the Property at the time of the transfer of the **Property / Properties** from the City to the Developer pursuant to Section III.A. of this Agreement. In the case of failure to meet one of the deadlines described above, such notice must be delivered to the Developer within ninety (90) days after the applicable deadline and may be given only if the Project has not been completed or been transferred prior to the giving of such notice. The obligation of the Developer to undertake and complete the Project, and to use the **Property / Properties** as provided in this Agreement and the City’s right to have the properties reconveyed shall be placed of record in the deed pursuant to which the **Property / Properties** are transferred to the Developer. The Developer agrees that its failure to timely complete the Project and use the **Property / Properties** in accordance with the terms of this Agreement will cause the City irreparable harm not compensable by monetary damages and that the City may enforce its right to have the **Property / Properties** reconveyed to it by injunction, specific performance, or other action for equitable relief.

1. In the event that a Repurchase Option Trigger occurs, and a lender has not made disbursements for any costs, including, but not limited to, direct costs associated with the performance of Developer's obligations, covenants, and agreements made under this Agreement, and the Project Guidelines for Developer pursuant to a loan, the City may elect to repurchase the **Property / Properties** from the Developer for the amount of the Purchase Price less any disbursed funds provided by the City to Developer not yet used by Developer for Eligible Project Costs. Developer shall pay any costs and expenses of such repurchase and with all taxes and other expenses accruing to the end of the calendar year of such repurchase to be paid by Developer. Such repurchase shall close within thirty (30) days of the City’s notice of repurchase with an owner’s title policy provided by the Developer to the City at Developer’s costs, containing only such mortgages, liens, or other encumbrances on title to the **Property / Properties** which were on the title to the Property at the time of the sale of the **Property / Properties** from the City to the Developer pursuant to Section III.A. of this Agreement. Prior to any repurchase, the Developer shall (a) cause all such mortgages, liens, or other encumbrances, not on the title to the Property at the time of the sale of the **Property / Properties** from the City to the Developer, to be satisfied and

released from the **Property / Properties**, and (b) obtain a notice of release or satisfaction from each lender holding such mortgage, lien, or other encumbrance. Developer shall pay all charges incident to such repurchase and transfer, including reasonable attorney's fees, escrow fees, recording fees, title insurance premiums, and all applicable federal, state, and local taxes, which may be incurred or imposed by reason of such repurchase and transfer.

2. In the event that a Repurchase Option Trigger occurs after a lender has made disbursements for costs including, but not limited to, Eligible Project Costs pursuant to its loan, the City may elect to repurchase the **Property / Properties** from Developer for the amount of the Purchase Price plus the payment to a lender of any such disbursements, less any disbursed funds provided by the City to Developer not yet used by Developer for Eligible Project Costs. Developer shall pay any costs and expenses of such repurchase and with all taxes and other expenses accruing to the end of the calendar year of such repurchase to be paid by Developer. Such repurchase shall close within thirty (30) days of the City's notice of repurchase with an owner's title policy provided by the Developer to the City at Developer's cost, containing only such mortgages, liens, or other encumbrances on title to the **Property / Properties** which were on the title to the **Property / Properties** at the time of the sale of the **Property / Properties** from the City to the Developer pursuant to Section III.A. of this Agreement. Prior to any repurchase, the Developer shall (a) repay the City for any unused funds disbursed by the City to Developer for Eligible Project Costs, (b) cause all mortgages, liens, or other encumbrances, not on the title to the **Property / Properties** at the time of the sale of the **Property / Properties** from the City to the Developer, to be satisfied and released from the **Property / Properties**, and (c) obtain a notice of release or satisfaction from each lender holding such mortgage, lien, or other encumbrance conditioned upon the **City's** payment of the project costs disbursed by the lender. Developer shall pay all charges incident to such repurchase and transfer, including reasonable attorney's fees, escrow fees, recording fees, title insurance premiums, and all applicable federal, state, and local taxes which may be incurred or imposed by reason of such repurchase and transfer.
- D. No Remedy Exclusive.** No remedy or right conferred upon or reserved to the City 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.

- E. No Implied Waiver.** In the event any warranty, covenant, or agreement contained in this Agreement should be breached by the Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- F. Agreement to Pay Attorneys' Fees and Expenses.** Whenever any Event of Default occurs and the City incurs attorney's fees, court costs, and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer shall pay the reasonable attorney's fees, court costs, and other such expenses incurred by the City. In addition, in the event that the City exercises its right to have the **Property / Properties** reconveyed to it, the Developer shall pay all charges incident to such conveyance and transfer, including all attorney fees, escrow fees, recording fees, title insurance premiums, and all applicable federal, state, and local taxes, or fees which may be incurred or imposed by reason of such conveyance and transfer.

SECTION VIII. PERMITTED DELAYS

Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, unavailability of materials, or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused and a reasonable time thereafter acceptable to the City to remobilize. However, in order for a party to be entitled to make a claim for any such delays, such party must give the other party written notice of the conditions or events giving rise to the delay and the number of days claimed to be due to such conditions or events giving rise to the delay and the number of days claimed to be due to such conditions or events within fifteen (15) days from the date of the occurrence of the condition or event giving rise to the delay. The provisions of this Section shall not operate to excuse the Developer from the prompt payment of any and all monies the Developer are required to pay under this Agreement.

SECTION IX. ASSIGNMENT

Until all the obligations of the Developer specified herein have been satisfied, the Developer shall not transfer, sell, or assign the **Property / Properties** or assign this Agreement or its obligations hereunder without the express prior written consent of the City, whose consent may be withheld, conditions, or delayed for any reason.

SECTION X. BINDING

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

SECTION XI. AMENDMENTS

This Agreement may only be modified or amended by a written instrument duly authorized and signed by all the parties hereto.

SECTION XII. ADDITIONAL PROVISIONS

- A. 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 / Properties** or the Project, or any contract, agreement, or other transaction contemplated to occur to be undertaken thereunder or with respect thereto, unless such interest is disclosed to the City Official fully complies with all conflict of interest requirements of the City. No City Official shall participate in any decision relating to this Agreement that 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. No member, official, or employee of the City shall be personally liable to the City for any event of default or breach by the Developer of any obligations under the terms of this Agreement.
- B. Incorporation by Reference.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- C. No Implied Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses, and permits 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 limitation, restriction, and requirements on the development, construction, and/or use of the **Property /**

Properties, as a condition of any such approval, license, or permit; including, without limitation, requiring any and all other development and similar agreements.

- D. Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.
- E. Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- F. Notices.** Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, or sent by commercial courier to the parties' respective addresses as follows:

To the City:

City of Kenosha
625 52nd Street
Kenosha, WI 53140
Attn: City Clerk

With a copy to:

City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

To the Developer:

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) 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.

- G. Governing Law.** This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.
- H. Further Assurances.** The Developer will at any time, and from time to time at the written request of the City sign and deliver such other documents and instruments requested by the City as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

- I. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- J. **Recording**. The parties hereto agree that the City may record this Agreement or a Memorandum of this Agreement on the record title to the **Property / Properties** or any portion thereof. The Developer shall upon request of the City execute and deliver any such Memorandum or other document in connection with such recording.
- K. **Covenant Running With the Land**. The covenants and agreements contained in this Agreement shall be deemed to be covenant running with the land and shall be binding upon and inure to the benefit of the Developer and all successive owners of the **Property / Properties**, and any portion thereof, and their respective heirs, representatives, successors, and assigns.
- L. **Exhibits List**. The Exhibits referred to herein consist of the following:

Exhibit A - Description of the Property / Properties

Exhibit B - Project Guidelines for Developer

Exhibit C - Section ____, City of Kenosha Zoning Ordinance

Exhibit D - Deed Restriction

Exhibit E - Final Building Elevations and Site Plans

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

Developer:

By: _____

Name: _____

Title: Agent

STATE OF WISCONSIN)

) ss.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024 the above-named _____ to me known to be the Agent of _____ who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, _____

Commission:

City:

The City of Kenosha, a Wisconsin Municipal Corporation

By: _____

Name: David F. Bogdala

Title: Mayor

By: _____

Name: Michelle Nelson

Title: City Clerk

STATE OF WISCONSIN)

) ss.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024 the above-named David F. Bogdala and Michelle Nelson to me known to be the Mayor and the City Clerk of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, _____

Commission:

Exhibit A
Property Description

DRAFT

Exhibit B

Project Guidelines for Developer

- The Developer may receive a maximum Developer's fee of 20% of the Project budget.
- The Developer must follow all City of Kenosha zoning ordinance and building permit requirements and processes.
- The Developer must pay all impact fees required by the City of Kenosha.
- Construction shall be substantially completed within nine months, weather permitting, and obtain occupancy within 12 months.
- The Developer must complete all landscape and hardscape before a final occupancy permit is issued. Landscaping includes grass, front yard landscaping, and street trees. Hardscaping includes the concrete driveway, concrete driveway approach, and any sidewalk repairs.
- For a one-story home, the Developer must include a minimum of three bedrooms and 1,200 square feet.
- For a 1 ½ to 2-story home, the Developer must include a minimum of three bedrooms and 1,300 square feet.
- The Developer must include central air conditioning, a kitchen dishwasher, and a sump pump connected to City Stormwater if required by Kenosha Stormwater Utility.
- The Developer must include partial basements, at a minimum. Full basements are preferred. Slab on grade homes will not be allowed.
- The Developer must include an attached or detached garage with a minimum of 440 square feet. Attached garages must be setback 10 feet from the front of the living area.
- The driveway for each lot must be concrete.
- The Developer must include vinyl shingle siding on the front and rear gables.
- The Developer must include a covered stoop or porch. Posts and railings on the stoop or porch are encouraged.
- The Developer is encouraged to use recesses/projections on all street-facing facades
- The Developer is encouraged to have a minimum of 3" wide trim on all window and door openings.
- The Developer is encouraged to vertically orient street-facing windows and accent windows with window grills.

Exhibit C
Section _____, City of Kenosha Zoning Ordinance

DRAFT

Exhibit D
Deed Restriction

DRAFT

Exhibit E
Final Building Elevations and Site Plans

DRAFT