

AGREEMENT

This AGREEMENT is entered into with an effective date of January _____, 2019, by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF COTTAGE GROVE (VILLAGE), duly created as a separate body politic and GREYWOLF PARTNERS INC. (GREYWOLF), a Wisconsin corporation.

WHEREAS, GREYWOLF has expressed an interest in potential development of the Northlands area in and adjacent to newly created VILLAGE TID #10 (TID #10).

WHEREAS, this interest includes GREYWOLF having secured a contract for certain property and a partnership/consulting agreement for certain property, amounting to approximately 200 acres of TID #10 (generally referred to as the PROPERTY, also see attached EXHIBIT A which is incorporated herein as if fully set forth.)

WHEREAS, GREYWOLF has expressed an interest in potentially collaborating with the VILLAGE on the preparation and development of the aforementioned property (PROPOSED PROJECT).

An initial step in analyzing the feasibility of this PROPOSED PROJECT is for GREYWOLF to collate certain information agreed upon by the parties (FEASIBILITY STUDY).

NOW THEREFORE in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

ARTICLE I - RELATIONSHIP BETWEEN THE PARTIES

- A. The parties understand and agree for purposes of this AGREEMENT, the VILLAGE and GREYWOLF are separate and distinct entities.
- B. Absent specific written authorization, neither party has any general authority to enter into contracts, assume any obligations or make any warranties or representations on behalf of the other.
- C. The execution of this AGREEMENT does not bind the VILLAGE to approve any land division, rezoning, conditional use or other approvals required by the VILLAGE'S SUBDIVISION, LAND DIVISION ORDINANCE, VILLAGE COMPREHENSIVE PLAN, or state, federal law.

ARTICLE II - INTERPRETATION

- A. A material consideration for this AGREEMENT involves the parties' reliance on various obligations and representations contained herein, as if fully set forth in this paragraph.

B. PUBLIC PURPOSE

The Parties acknowledge a municipality's responsibility to create safeguards to ensure funding involving the VILLAGE is being utilized for a public purpose.

Following review, the VILLAGE has concluded this AGREEMENT satisfies various public purposes including:

- (1) Providing greater employment opportunities pursuant to the Wisconsin Statutes.
- (2) Providing the broadening, preservation and enhancement of the VILLAGE'S tax base pursuant to the applicable Wisconsin Statutes.

ARTICLE III - SCOPE OF AGREEMENT

GREYWOLF shall have the responsibility for creating a written evaluation of a proposed business park generally utilizing the conceptual development plan presented to the VILLAGE on December 10, 2018 attached as EXHIBIT B and incorporated herein as if fully set forth.

A. Developing an RFP/Selection process to choose an engineer/engineering firm for the purpose of creating a FEASIBILITY STUDY for the PROPOSED PROJECT.

The FEASIBILITY STUDY shall include but not necessarily be limited to:

1. Evaluate and prepare grading concepts and alternative grading plans, estimate earthwork activities, and determine if mass grading balance is attainable.
2. Prepare conceptual design layout of public roads, sanitary sewer, water main, storm sewer conveyances and master storm water runoff treatment features. Scope includes study of the extension of roads and utilities off existing public facilities located south of subject property.
3. Evaluate and propose stormwater pond sites along with preliminary sizing of the storm water management facilities, and proposed pond layouts (shape, slopes, etc.)
4. Provide recommendations for site plan/road layout modifications that may improve efficiency of infrastructure and grading cost budget.
5. Evaluate interim conditions necessary to implement infrastructure in phases.

The aforementioned items shall be generally referred to as the FEASIBILITY STUDY.

GREYWOLF shall be responsible for all costs, disbursements, fees involving the generation of the FEASIBILITY STUDY.

ARTICLE IV - CONSIDERATION

In consideration of GREYWOLF timely and satisfactorily providing the FEASIBILITY STUDY as outlined in ARTICLE III, the VILLAGE upon receipt of billings substantiating the amounts requested will reimburse an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

ARTICLE V - TERM AND TERMINATION

- A. The provision of services pursuant to this AGREEMENT shall commence on the effective date and be completed within a six (6) month period.
- B. The obligation to provide the services under this AGREEMENT may be terminated by either party upon thirty (30) days written notice, in the event of failure by the other party to perform in accordance with the terms of this AGREEMENT, through no fault of the terminating party.
- C. The parties may mutually agree in writing to expand the scope of AGREEMENT, amend the time and consideration for completing same.

ARTICLE VI – INDEMNIFICATION

A. GREYWOLF agrees to indemnify and hold the VILLAGE harmless from any and all liability, loss, damages, lawsuits or judgments arising from GREYWOLF’S negligent acts or omissions in the performance of this AGREEMENT.

This indemnification shall include but not be limited by enumeration to attorneys’ fees, costs and expenses incurred by the CDA in any defense of any demand, suit or judgment arising from this AGREEMENT.

B. GREYWOLF may secure and maintain Liability Insurance.

GREYWOLF shall provide proof of the continued existence of any such policy.

ARTICLE VII - DISPUTE RESOLUTION

GREYWOLF and VILLAGE agree to mediate claims or disputes arising out of or relating to the AGREEMENT. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

ARTICLE VIII – PROJECT DOCUMENTS AND REPORTS

Subject to the provisions of the Wisconsin Statutes, all documents and reports, estimates, and graphics generated pursuant to this AGREEMENT, completed or partially completed, shall become the property of the VILLAGE upon completion or termination of this AGREEMENT.

Following termination of this AGREEMENT for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the VILLAGE as it sees fit, or by another consultant retained by the VILLAGE for the purpose of proceeding with the project without further or additional obligation or compensation to GREYWOLF. GREYWOLF is not responsible for the re-use of any documents or appraisal services pertaining to this AGREEMENT, which shall be at the VILLAGE sole risk.

Subject to the provisions of the Open Records Provision of the Wisconsin Statutes, the VILLAGE shall at all times reserve the right to release all information concerning the project, as well as time its release, form and content and by whom presented. This reservation shall survive the expiration of the AGREEMENT.

ARTICLE IX – MISCELLANEOUS

A. **ENTIRE AGREEMENT**

This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are not understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. **PARTIES BOUND**

This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood GREYWOLF may not assign any rights or obligations hereunder without the prior written consent of the VILLAGE.

C. **GOVERNING LAW**

This AGREEMENT shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.

D. **HEADINGS; REFERENCES**

The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to “Sections” and other subdivisions are to the sections and subdivisions of this AGREEMENT.

E. SEVERABILITY:

If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE

Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

VILLAGE OF COTTAGE GROVE
221 E. COTTAGE GROVE ROAD
COTTAGE GROVE WI 53527
ATTN: ERIN RUTH

GREYWOLF PARTNERS INC.
804 LIBERTY BLVD., SUITE 204
SUN PRAIRIE, WI 53590

G. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

GREYWOLF will be responsible for full compliance with all applicable federal, state and local law regulations.

H. REMEDIES

Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes and other matters in question between the VILLAGE and GREYWOLF arising out of or relating to this AGREEMENT or breach thereof will be decided first by mediation, if the parties mutually agree, or failing such agreement, in a court of competent jurisdiction located within Dane County, Wisconsin.

I. REPRESENTATION

The parties acknowledge this AGREEMENT drafted by Attorney Leighton W. Boushea, who serves as the attorney for the VILLAGE acknowledges Attorney Leighton W. Boushea cannot and has not provided any legal counsel. If any term, section or other portion of this document is reviewed by a court, mediator, arbitrator or other judicial or *quasi*-judicial entity, such entity shall treat this document as having been drafted by both parties jointly. By the terms of this AGREEMENT, neither party shall benefit from not having drafted this document.

VILLAGE OF COTTAGE GROVE

By: _____
Matt Giese, Village Administrator

Attest: _____
Lisa Kalata, Village Clerk

GREYWOLF PARTNERS INC.

By: _____
