

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-74**

**APPROVAL OF A DEVELOPMENT AGREEMENT WITH
THE WINDSOR ENTERTAINMENT VENUE LLC**

WHEREAS, section 66.1105 authorizes the Village to utilize tax increment financing to promote economic development within the Village; and

WHEREAS, in 2014 the Village (then Town) created Tax Increment District No. 1 ("TID 1") to facilitate such development; and

WHEREAS, The Windsor Entertainment Venue LLC (the "Developer") proposes to development a supper club restaurant within TID 1(the "Development"), and requests tax incremental financing assistance from the Village in order to undertake the development; and

WHEREAS, the Village President, Village Attorney and Village staff have negotiated a development agreement with the Developer setting forth the terms under which such financing would be provided; and

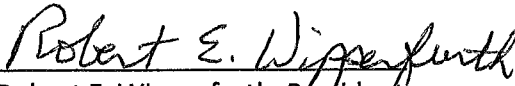
WHEREAS, the Village Board finds the proposed development would provide economic benefit to the Village and would not likely occur but for the Village assistance set forth in the attached development agreement; and

WHEREAS, the Village Board is agreeable to providing assistance to the Developer in accordance with the terms and conditions set forth in the attached development agreement.

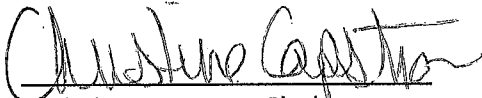
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that the development agreement with The Windsor Entertainment Venue LLC, attached hereto as Exhibit A, is hereby approved. The Village President, Village Attorney and Village staff are hereby authorized to execute and implement same.

The above and foregoing Resolution was duly adopted at a regular meeting of the Village Board of the Village of Windsor on August 6, 2024, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Exhibit A – Development Agreement Between the Village of Windsor and The Windsor Entertainment Venue LLC

DEVELOPMENT AGREEMENT
Between the Village of Windsor and The Windsor Entertainment Venue LLC

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of the last date of signature below (the “**Effective Date**”), by and between the Village of Windsor, a Wisconsin municipal corporation (the “**Village**”); the Community Development Authority of the Village of Windsor, a Wisconsin statutory entity (the “**CDA**”); and The Windsor Entertainment Venue LLC, a Wisconsin limited liability company (the “**Developer**”).

WHEREAS, the Developer desires to acquire real property legally described in the attached **Exhibit A** (the “**Development Parcel**”) and proposes to develop a supper club restaurant on the Development Parcel as generally described in the attached **Exhibit B** (the “**Development**”); and

WHEREAS, the Developer is unable to construct the Development on the Development Parcel without financial assistance from the Village due to a variety of conditions specific to the Development Parcel and economic conditions limiting the financial return available on such a development; and

WHEREAS, the Development Parcel is located in the Village’s Tax Incremental District No. 1 (the “**TID**”), which the Village has established in order to finance costs and provide development incentives within the TID as permitted in accordance with the Wisconsin Tax Increment Law, section 66.1105 of the Wisconsin Statutes; and

WHEREAS, the CDA owns the Development Parcel and is willing to convey it to the Developer in order to assist the Developer to undertake the Development; and

WHEREAS, the Village finds the Development and the fulfillment of the terms and conditions of this Agreement are in the best interests of the Village and its residents, by among other things, expanding the tax base and creating commercial opportunities in the Village; and

WHEREAS, the Village finds that but for the Village’s provision of this financial assistance to the Developer, the Development would not occur; and

WHEREAS, the Village requires a development agreement to facilitate development of the Development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. The Development.

1.1 Development. The Developer shall, at its sole expense, construct and complete the Development as set forth in **Exhibit B**. Notwithstanding any provision therein to the contrary, the Development shall be constructed in accordance with all site plans, specifications and conditions

1 as finally approved by the Village, which shall be incorporated and made a part of this Agreement
2 as if set forth in full herein.

3
4 1.2 Plan Commission Review. The Developer is advised and acknowledges that the
5 Development is subject to review by the Village plan commission which shall exercise its authority
6 pursuant to the Wisconsin Statutes and the Village Code of Ordinances. The obligations of the
7 Village under this Agreement are specifically conditioned upon the Developer's compliance with
8 all requirements imposed by the Village plan commission.

9
10 1.3 Guaranteed Value of Development. The Developer shall construct the
11 Development so that upon completion of the Development, the Development Parcel shall have an
12 assessed value for property tax purposes of at least \$3,750,000.00 (the "**Required Value**") and be
13 fully completed no later than December 31, 2025 (the "**Completion Deadline**"). The
14 Development shall be deemed completed upon issuance to the Developer by the Village (or State
15 of Wisconsin, as appropriate) of a final occupancy certificate for all buildings of the Development
16 ("**Substantial Completion**").

17
18 1.4 Construction Schedule. No land disturbance or construction work on the
19 Development Parcel shall begin until approved by the Village Engineer and a building permit is
20 issued for the Development. The Developer shall fulfill all requirements to apply for a building
21 permit within 120 days after the Effective Date. The Developer shall commence construction of
22 the Development within 45 days after issuance to the Developer of a building permit for the
23 Development. Thereafter, the Developer shall diligently and continuously proceed with
24 construction of the Development in accordance with normal construction practices, and in
25 accordance with the plans and specifications approved by the Village, such that the Development
26 shall be completed in a single phase by the Completion Deadline.

27
28 1.5 Improvements. The parties do not anticipate any public improvements as part of
29 the Development. In the event any public improvements and/or utilities are necessary to serve the
30 Development, and all private improvements and/or utilities, the Developer shall design, construct,
31 and install all such improvements and utilities, at the Developer's sole cost, no later than the
32 Completion Deadline subject to Force Majeure, and in conformity with plans and specifications
33 approved by the Village.

34
35 1.6 Developer Independence. The Developer shall be solely responsible for the design,
36 engineering, construction and marketing of the Development. The Developer shall be solely
37 responsible to bid, coordinate, permit, and otherwise oversee the construction of the Development.
38 The parties acknowledge that, except to the extent of its authority and duty to assure compliance
39 with any applicable redevelopment plan and to approve design and construction of the
40 improvements on the Development Parcel, the Village will not be involved in any transactions
41 between the Developer and third parties involving the Development.

42
43 1.7 Water Drainage Reduction. The Developer shall construct the Development such
44 that the control of storm water on the Development Parcel is consistent with the final Storm Water
45 Management and Erosion Control Report pertaining to the Development Parcel as mutually agreed
46 between Developer and Village. The Developer is aware and acknowledges that the above
47 standards may exceed those generally required by local ordinance.

1
2 1.8 Construction Supervisor. The Village may retain an individual to oversee and
3 inspect the construction of the Development on behalf of the Village for the purpose of ensuring
4 the construction proceeds in accordance with all requirements of this Agreement. The Developer
5 shall provide the construction supervisor reasonable access to all areas of the Development Parcel
6 and the Development at any time prior to Substantial Completion. The Developer, and its
7 employees and agents, shall cooperate with the construction supervisor and provide him/her with
8 all documentation and/or information reasonably requested by him/her to permit him/her to
9 fulfill his/her responsibilities herein.

10
11 1.9 Personal Liability of Public Officials. In carrying out any of the provisions of this
12 Agreement or in exercising any power or authority granted to them thereby, there shall be no personal
13 liability of the Village's officers, agents, or employees, except as otherwise provided by law, it being
14 understood and agreed that in such matters they act as agents and representatives of the Village.
15

16 2. Recording/Obligations Run With the Land. This Agreement shall be recorded in the office
17 of the Register of Deeds of Dane County, Wisconsin, by the Village at the Developer's cost; it
18 being understood the provisions of this Agreement shall run with the land and will be binding upon
19 the owners of the Development Parcel, and any all portions thereof.
20

21 3. Development Assistance. In order to assist the Developer to undertake the Development
22 on the Development Parcel, the Village shall provide to the Developer the following assistance as
23 a project cost of the TID pursuant to section 66.1105 of the Wisconsin Statutes.
24

25 3.1 Conveyance of the Development Parcel. In order to facilitate construction of the
26 Development, the CDA shall convey the Development Parcel to the Developer for one dollar
27 (\$1.00) payable at the time of conveyance. The CDA shall convey the Development Parcel to
28 the Developer by quit claim deed, in as is, where is, condition. The CDA shall convey the
29 Development Parcel within thirty (30) days after the Developer has received approval from the
30 Village for all applicable permits and has notified the Village that the Developer is ready to
31 begin construction of the Development.
32

33 3.1.1 Condition of the Property. The CDA makes no warranties or
34 representations to the Developer concerning the condition of the Development Parcel or its
35 suitability for construction of the Development. The CDA has previously granted the Developer
36 rights to access the Development Parcel for the purpose of making inspections, tests and surveys
37 as determined appropriate by the Developer. The Developer acknowledges that it has had full
38 and unfettered access to the Development Parcel, the ability to inspect it, and is satisfied with its
39 condition.
40

41 3.1.2 Real Estate Commission. The parties represent to each other that they
42 have taken no action which would entitle any individual or entity to a commission on the sale of
43 the Development Parcel. In the event that any individual or entity asserts any entitlement to such
44 a commission, the party which is alleged to have taken action to incur such a commission shall
45 defend the other parties against any such claim or legal action, including attorney fees, and
46 indemnify said other parties for any costs incurred by, and judgment obtained against, said other
47 parties.

1
2 3.1.3 Adjustment of Purchase Price. The parties agree the current value of the
3 Development Parcel is Eight Hundred Four Thousand Five Hundred dollars and zero cents
4 (\$804,500.00) (the “**Development Parcel Value**”).

5
6 3.1.4 Repurchase Option. In the event the Developer fails to commence
7 construction of the Development in accordance with the above construction schedule or fails to
8 complete the Development on or prior to the Completion Deadline, subject to Force Majeure, the
9 CDA shall have the option to repurchase the Development Parcel at a price equal to the
10 consideration paid by the Developer to the CDA for the Development Parcel, free and clear of
11 any liens or encumbrances created by any act or default of the Developer. Said option shall be in
12 addition to any other remedies available to the Village under this Agreement or under law. In the
13 event the CDA exercises its repurchase option as provided herein, the Developer shall be
14 responsible for all expenses related to the Development Parcel to the date of closing, which shall
15 occur not later than ninety (90) days after written notice by the CDA of the exercise of the
16 option. Once construction of the Development has commenced (as evidenced by excavation or
17 earth retention activities), the Village’s repurchase option hereunder shall terminate and be of no
18 further force or effect. The repurchase rights granted to the Village pursuant to this subsection
19 shall terminate upon the Developer taking the first construction draw on its construction loan for
20 the Development.

21
22 3.2 TIF Payments. Upon Substantial Completion of the Development no later
23 than the Completion Deadline, subject to Force Majeure delays as described in Section 7 of this
24 Agreement, and the Development Parcel being assessed by the Village’s Assessor at an assessed
25 value for property tax purposes equal to or greater than the Required Value, and the Developer
26 paying the property taxes due on the Development Parcel or making any Payment in Lieu as
27 provided in Section 3.2.d, the Village shall make annual payments (the “**TIF Payments**”) to the
28 Developer from the tax increment, as that term is defined in section 66.1105(2)(i)1, Wis. Stats.,
29 generated by the Development as determined by the Village in accordance with section 66.1105
30 Wis. Stats. (the “**Excess Tax Increment**”). Any Payment in Lieu paid by the Developer shall be
31 included in the calculation of the Excess Tax Increment. The TIF Payments shall be in an amount
32 equal to 80% of the Excess Tax Increment received by the Village each year. The total cumulative
33 TIF Payments to the Developer shall not exceed \$180,000 (the “**TIF Maximum**”). The Village’s
34 obligations to make the TIF Payments shall be subject to the following terms and conditions:

35 a. All TIF Payments shall be payable solely from and only to the extent that
36 the Village has received, as of the Payment Date, as defined below, Excess Tax Increment
37 Any such Excess Tax Increment shall be appropriated by the Village Board to payment of
38 the TIF Payments until the earlier of (1) full payment of the TIF Maximum, or (2) the date
39 upon which the TID is required to terminate in accordance with Wis. Stats. § 66.1105 (the
40 “**TID Closure Date**”). The Developer acknowledges the TID Closure Date may occur
41 prior to its receipt of the TIF Maximum. However, the Village agrees it will not take any
42 affirmative action to close the TID prior to the TID Closure Date and shall not fail or omit
43 to do or act which may result in closure of the TID prior to the TID Closure Date.

44 b. The “**Payment Date**” shall mean November 1 of each year. On each
45 Payment Date, the Village shall make the TIF Payment. The Village shall have no further

1 obligations to make the TIF Payment after the earlier of full payment of the TIF Maximum
2 or the TID Closure Date.

3 c. The Developer's Lender may require the Developer to execute a collateral
4 assignment of this Agreement. Such assignment shall require the consent of the Village,
5 and the Village's consent may not be unreasonably withheld, conditioned, or delayed. The
6 Village also agrees to execute or acknowledge any other documents which lender may
7 reasonably require in connection with the construction financing for the Development
8 provided such documents do not impose any additional costs or obligations upon the
9 Village or CDA.

10 d. The Village may withhold TIF Payments at any time the Developer is not
11 in compliance with any of its obligations under this Agreement, provided the Village first
12 provides to the Developer written notice of the noncompliance and a 30-day period to cure
13 such noncompliance. In the event the noncompliance is such that it cannot reasonably be
14 cured within a 30-day period ("**Cure Period**"), such Cure Period shall be extended to a
15 reasonable period of time to cure such noncompliance, not to exceed 180 days after notice.
16 TIF Payments withheld from Developer in accordance with the foregoing shall, if cured
17 within the Cure Period (or if cured outside the Cure Period but the cure is accepted by the
18 Village), be made to Developer promptly after such noncompliance is cured. In the event
19 the Development Parcel is assessed by the Village assessor at a value less than the Required
20 Value in any particular year after the Completion Deadline, the Developer shall have the
21 option in each such year to either:

22 1. Concede a value of the Development Parcel for property tax
23 purposes equal to the Required Value, which the Village shall accept and take all action
24 consistent with law to increase the assessed value of the Development Parcel to the
25 Required Value as so conceded, and make (or cause to be made) property tax payments
26 based on said conceded value; or

27
28 2. Make (or cause to be made) payments in lieu of taxes in an amount
29 (together with the property taxes actually paid on the Development Parcel) sufficient
30 to equal the amount of property taxes that would have been paid had the Development
31 Parcel been assessed at the Required Value (as determined by the Village) (the
32 "**Payment in Lieu**"). The Payment in Lieu shall be due and payable at the same time
33 and in the same manner as the property taxes are due and payable for such year. The
34 property taxes paid and the Payment in Lieu shall be included in the calculation of the
35 amount of the TIF Payments to the Developer, provided the Developer otherwise
36 qualifies for receipt of the TIF Payment under the terms of this Agreement.

37 e. In the event Developer is otherwise in compliance with all of its obligations under
38 this Agreement such that Developer's only noncompliance hereunder is the Development Parcel's
39 failure to be assessed by the Village assessor at a value of at least the Required Value in any
40 particular year after the Completion Deadline, and Developer elects either of the options under
41 Section 3.2.d and performs thereunder, Developer shall not be deemed to be in default hereunder.
42

1 3.3 Notification of Position Openings. The Developer is aware this Agreement
2 contemplates the payment of project costs under sec. 66.1105(2)(f) of the Wisconsin Statutes and
3 that, pursuant to sec. 66.1105, the Developer is required to notify the Wisconsin Department of
4 Workforce Development and the local workforce development board established under 29 USC
5 2832 of any employment positions to be filled by the Developer in Dane County during the period
6 commencing with the date the Developer first performs work on the Development and ending one
7 year after receipt of its final payment of project costs (i.e., TIF Payments). The Developer shall
8 fully comply with these requirements and indemnify and hold the Village harmless against any
9 claims arising from a failure to do so.

10
11 4. Repayment of Development Assistance. All costs incurred by the Village pursuant to
12 section 3 above, including but not limited to the difference between the **Development Parcel**
13 **Value** and the amount the Developer paid to the Village for the Development Parcel, shall be
14 treated as a loan to the Developer (the “**TIF Loan**”). The Village and Developer mutually
15 acknowledge herein that sufficient consideration exists for said loan and the obligation to repay it.

16
17 4.1 Repayment From the Incremental Taxes. The TIF Loan may be repaid by the
18 Developer from the tax increment generated by the Development on the Development Parcel, and
19 paid to the Village by the Developer or successor in interest in the Development Parcel, each year,
20 as determined by the Village in accordance with section 66.1105 of the Wisconsin Statutes (the
21 “**Incremental Taxes**”). All of the Incremental Taxes paid by Developer shall be applied to the
22 TIF Loan balance. In addition, the TIF Loan may be repaid by the Developer at any time without
23 prepayment penalty.

24
25 4.2 Security for Repayment of the TIF Loan. The TIF Loan shall be evidenced by one
26 or more promissory notes and secured by a mortgage on the Development Parcel, all in a form
27 reasonably approved by the Village attorney. Both the notes and the mortgages shall be fully
28 subordinated to any first and second mortgage loans of the construction or permanent lenders for
29 the Development, including any refinance or renewal thereof, and released upon full payment of
30 the TIF Loan.

31
32 5. Subsequent Conveyance of Property. The Developer may elect to convey all, or a portion
33 of, the Development to third parties or affiliates, but such conveyance shall not affect the
34 Developer’s obligation to assure the completion of the Development and all necessary
35 improvements and utilities, unless specifically agreed to by the Village in writing prior to such
36 conveyance. Notwithstanding the prior sentence, the Developer shall not, until the date the TID
37 is terminated and closed; sell, transfer or convey the Development Parcel, any portion thereof, or
38 the improvements thereon, to any person or entity whose real property is exempt, either partially
39 or wholly, from general property taxes pursuant to Wisconsin Law, nor to any person or entity
40 unless such person or entity agrees to be bound by the terms of this Agreement to the same extent
41 as the Developer.

42
43 6. Waiver of Tax Appeal. Until the date the TID is terminated and closed, the Developer and
44 its successors and assigns, waive any and all right to appeal any real property tax valuation of the
45 Development and Development Parcel pursuant to sec. 70.47 of the Wisconsin Statutes, or any
46 other authority.

1 7. Force Majeure. If any default or delay occurs which prevents or materially impairs a party's
2 performance and is due to a cause beyond the party's reasonable control, including but not limited
3 to any act of any god, flood, fire, windstorm, hurricane, tornado, explosion, earthquake, natural
4 disaster, pandemic or epidemic (including but not limited to COVID-19 and its variants), adverse
5 weather conditions of atypical severity, duration, or frequency, casualty, accident, war, terrorism,
6 revolution, riot, civil commotion, blockade or embargo, strikes, lockouts, labor dispute, supply
7 interruption, inability to procure labor or materials, regulatory or code changes from any
8 governmental or quasi-governmental authority having jurisdiction over the Development,
9 injunction, quarantine or "shelter in place" orders, law, proclamation, order, regulation or
10 governmental demand (collectively, "**Force Majeure**"), the affected party shall promptly notify
11 the other party in writing of such Force Majeure event and shall exercise diligent efforts to resume
12 performance under this Agreement as soon as possible. In the case of a Force Majeure event, (a)
13 neither party shall be in default of this Agreement due to such Force Majeure, (b) the dates and
14 deadlines contained in this Agreement shall be reasonably and equitably adjusted to account for
15 any delay related to such Force Majeure, (c) neither party shall be liable to the other party for any
16 loss or damage due to such cause, and (d) neither party may terminate this Agreement because of
17 such default or delay.

18
19 8. Insurance. Until the date the TID is terminated and closed, the Developer shall maintain
20 in effect and furnish to the Village evidence of insurance and proof of payment of premiums as
21 follows:

22
23 8.1 During Construction. During the process of construction of the Development, the
24 Developer shall maintain, at its sole expense, policies of builder's risk completed value non-
25 reporting form of fire and extended coverage, vandalism and malicious mischief hazard insurance
26 in favor of the Village and each respective first mortgage lender for the Development, each to the
27 extent of its respective interest, and covering each building of the Development in at least the
28 amount of the estimated cost of replacement of such building, with loss payable endorsements in
29 favor of the Village.

30
31 8.2 After Completion. After completion of construction of the Development, the
32 Developer shall maintain, at its sole expense, the Development adequately insured against loss or
33 damage occasioned by fire, extended coverage perils (to specifically include coverage for wind
34 storm and similar natural disaster) hazards as the Village may reasonably require.

35
36 8.3 Obligation to Rebuild. In the event that any portion of the Development is
37 substantially damaged or destroyed by fire, wind, storm, mold or bacteria or any other cause during
38 the life of the TID, the Developer shall rebuild or repair the damaged or destroyed portions of the
39 Development promptly to attain the assessed value of the Development for property tax purposes
40 as most recently determined prior to the damage or destruction.

41
42 8.4 General. The Developer shall provide the Village with a certificate of insurance
43 from its insurance carrier(s) evidencing the insurance required under this section prior to the
44 commencement of construction of the Development and upon each renewal thereafter. All
45 insurance policies shall include a provision that they shall not be terminated, amended or canceled
46 without at least 30 days prior written notice to the Village.

1 9. Indemnification. The Developer, and its successors and assigns, shall indemnify, save
2 harmless and defend the Village and its respective officers, agents and employees from any and
3 all liability suits, actions, claims, demands, losses, costs, damages and expenses of every kind and
4 description, including reasonable attorney costs and fees, for claims of any character including
5 liability and expenses in connection with the loss of life, personal injury or damage to property, or
6 any of them brought because of any injuries or damages received or sustained by any persons or
7 property to the extent arising out of the construction of the Development if occasioned wholly or
8 in part by any negligent or willful act or omission on the Developer's part or on the part of its
9 agents, contractors, subcontractors, invitees or employees, at any time occurring on, at or in the
10 Development; provided, however, the foregoing indemnification shall not apply to the extent of
11 the Village or its respective officers, agents, employees, contractors, subcontractors or consultant's
12 negligent or willful acts or omissions or the Village's default or breach under this Agreement.

13
14 10. Intentionally Blank

15
16 11. Termination. This Agreement shall remain in force until the TID has terminated and
17 closed, unless earlier terminated by mutual consent or as a result of material breach beyond any
18 applicable cure period by either party, provided, however, that termination for breach shall include
19 written notice of the election to so terminate. The provisions of section 9 above shall survive
20 termination or expiration of this Agreement.

21
22 12. Representations of the Developer. The Developer represents, warrants and covenants with
23 the Village that:

24
25 12.1 Authority to Act. The Developer has the power and authority to enter into this
26 transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every
27 instrument and otherwise to consummate the transaction herein contemplated. Neither the
28 execution, delivery nor performance of this Agreement by the Developer will result in the breach
29 of any contract, covenant or agreement, or order, judgment or decree by which the Developer is
30 bound or affected.

31
32 12.2 Authority of Signatories. The individuals signing on behalf of the Developer are
33 duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement,
34 to sign this Agreement on behalf of the Developer, and such signatures are sufficient to bind the
35 Developer hereto. The individuals so signing make the same representation in their individual
36 capacities.

37
38 12.3 Bankruptcy or Insolvency. The Developer is not the subject of any legal
39 proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership,
40 bankruptcy or insolvency.

41
42 12.4 Subject to Property Taxation. The Developer is subject to, and not exempt from,
43 the payment of real property taxes on the Development and the Development Parcel under
44 Wisconsin law, and shall remain so, until the termination of the TID. In the event the Developer's
45 obligation under Wisconsin law to pay real property taxes on the Development or the Development
46 Parcel is limited or reduced in any manner, the Developer shall pay the equivalent amount of what
47 it would have paid in real property taxes had its obligation not been so limited or reduced.

1
2 13. Miscellaneous Provisions.
3

4 13.1 Governing Law/Venue. This Agreement shall be governed by and construed
5 according to the laws of the State of Wisconsin. Any legal action arising out of this Agreement
6 shall be venued in the circuit court for Dane County, Wisconsin. The Developer expressly waives
7 the right to bring such action in, or to remove such action to, any other court whether state or
8 federal, unless it is determined that the Dane County Circuit Court lacks jurisdiction.
9

10 13.2 Binding Effect. The parties respectively bind themselves, their partners,
11 successors, assigns and legal representatives to the other parties to this Agreement, and to the
12 partners, successors, assigns and legal representatives of such other parties with respect to all
13 covenants of this Agreement. Each of the Developer's obligations within this Agreement shall run
14 with the Development Parcel conveyed to the Developer and shall be binding on such Developer's
15 successors and assigns in ownership of said land.
16

17 13.3 Amendment. This Agreement may be amended only by written instrument signed
18 by all of the parties.
19

20 13.4 No Partnership. Nothing in this Agreement shall be construed to create any co-
21 partnership, principal and agent, joint venture or other similar relationship between the parties
22 hereto and neither party may incur debts or liabilities in the name, or on behalf, of the other unless
23 expressly approved by the party to be bound thereby in a written instrument signed by such party.
24

25 13.5 Additional Documents. The parties will, upon request of either party at any time
26 after the execution of this Agreement, execute, deliver and/or furnish all such documents and
27 instruments, and do or cause to be done all such acts and deeds, as may be reasonably necessary
28 to carry out the purposes and intent of this Agreement, provided, however, that this section shall
29 not be construed to require either party to incur any financial obligations beyond those created by
30 this Agreement.
31

32 13.6 Section Captions. The captions or headings of the various sections of this
33 Agreement are intended for ease of reference only and shall not be deemed to define, limit or
34 describe the scope or intent of this Agreement and are not part of this Agreement.
35

36 13.7 Neutral Construction. The parties acknowledge that this Agreement is the product
37 of negotiations between the parties and that, prior to the execution hereof, each party has had full
38 and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own
39 legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for
40 or against any party because that party's attorney drafted this Agreement or any part hereof.
41

42 13.8 Assignment. No party may assign its rights or obligations under this Agreement
43 without the written consent of the other; provided, however, subject to Section 5, Developer shall
44 be permitted to assign all or a portion of its rights and obligations under this Agreement without
45 the written consent of the Village to any party who acquires title to all or a portion of the
46 Development Parcel, provided such transferee agrees to be bound by the terms of this Agreement
47 to the same extent as the Developer.

1
2 13.9 Delays and Waiver. The failure of any party to insist in any one or more instances
3 upon the performance of any of the terms, covenants or conditions of this Agreement shall not be
4 construed as a waiver or relinquishment of the future performance of any other term, covenant or
5 condition, but the defaulting party's obligation with respect to future performance of any other
6 terms shall continue in full force and effect. The failure of any party to take any action permitted
7 by this Agreement to be taken by it shall not be construed as a waiver or relinquishment of its right
8 thereafter to take such action.
9

10 13.10 Severability. If any provision of this Agreement shall under any circumstances be
11 deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative
12 provision deleted and the rights and obligations construed and enforced accordingly.
13

14 13.11 No Vested Rights Granted. Except as provided by law, or as expressly provided in
15 this Agreement, no vested rights shall inure to the Developer by virtue of this Agreement. Nor
16 does the Village warrant that the Developer is entitled to any other approvals required for
17 development of the Development Parcel or construction of the Development as a result of this
18 Agreement.
19

20 13.12 Immunity. Nothing contained in this Agreement constitutes a waiver of the
21 provisions of sections 893.80 and 893.93 of the Wisconsin Statutes, or sovereign immunity under
22 any applicable law.
23

24 13.13 Ratification. The Developer hereby approves and ratifies all actions taken to date
25 by the Village, its officers, employees and agents in connection with the Development, and in
26 connection with the zoning and other approvals relating to the Development Parcel.
27

28 13.14 No Private Right or Cause of Action. This Agreement creates rights and
29 obligations only for the parties hereto and their permitted successors and assigns, except as
30 stipulated in this Agreement. This Agreement is not intended to and does not create any right in
31 any third party, not expressly stated herein. Nothing in this Agreement shall be interpreted or
32 construed to create any private right or a private cause of action by or on behalf of any person not
33 a party hereto.
34

35 13.15 Compliance with Laws. The Developer shall comply with all federal, state and
36 local laws with respect to the Development, including but not limited to laws governing building
37 and construction, the environment, nondiscrimination, and employment and contracting practices,
38 to the extent they are applicable.
39

40 13.16 Public Records Law. The Developer acknowledges the Village and CDA are public
41 entities subject to the Wisconsin Public Records Law, sec. 19.21, et seq., of the Wisconsin Statutes.
42 The Developer shall reasonably cooperate with the Village and CDA to facilitate compliance with
43 the Wisconsin Public Records Law, and upon request by the Village or CDA, provide to the
44 requesting party all documents in its possession or control which are subject to release under such
45 law.
46
47

1 IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the
2 last date of signature below.

3
4 VILLAGE OF WINDSOR

5
6
7 By: _____
8 Robert E. Wipperfurth, Village President

_____ Date

9
10
11
12 Attest: _____
13 Christine Capstran, Village Clerk

_____ Date

14
15
16 COMMUNITY DEVELOPMENT OF THE VILLAGE OF WINDSOR

17
18
19 By: _____
20 Jamie Rybarczyk, Executive Director

_____ Date

21
22
23 THE WINDSOR ENTERTAINMENT VENUE LLC

24
25
26 By: _____
27 Nicolas C. Tarczynski, Member

_____ Date

28
29
30 DRAFTED BY:

31 Attorney William S. Cole
32 AXLEY BRYNELSON, LLP
33 2 East Mifflin Street
34 Madison, Wisconsin 53701-1767
35

EXHIBIT A
Description of the Development Parcel

Lot 6 of the Village Center at Windsor Crossing Plat, in the Village of Windsor, Dane County, Wisconsin.

EXHIBIT B

Description of the Development

An 8,103 SF restaurant and event space with a 868 SF mezzanine and balcony. Located on a site with The Windsor Crossing Conservancy directly to the south, the restaurant and bar have been designed with views of the conservancy in mind as well as outdoor patio space with exterior amenities to take full advantage of the site. The estimated project value is \$3.75 Million.

The parking lot will be accessed via a one drive entry located on the north edge of the property. The site will host 91 parking stalls including 4 accessible parking stalls. Also included are 10 bicycle stalls along that entrance, with direct pedestrian access connecting to the existing public sidewalk and to the conservancy.

The Windsor will be open from 11:00 a.m. to 2:00 a.m. every day of the week. The goal is to be flexible with the seasonality of the business for summer and winter hours and scale staffing to match demand for different times of the day. The two primary functions of the location will be a restaurant and bar. A main component is to offer our own food delivery services to serve all of Windsor and Deforest. We intend to offer amplified music with both inside and outside stages for musicians to perform. During the summer months we plan to offer volleyball, horseshoe, and bag toss leagues. The venue is designed so that when not utilized for music the private areas can be used as meeting space or private parties. All in all, we plan on hiring 28 new employees. This mix will consist of 14 part-time or seasonal employees, 10 full-time employees and 4 full-time managers. We do not anticipate any vehicles that will need to be kept on site.