

AGREEMENT

WHEREAS, Urbane 115, LLC referred to as "Urbane 115" have a desire to redevelop the property located on the southeast corner of E. Washington St. and S. Oneida St. and encompassing the Tax Key Number 31-2-0281-01 located in the City of Appleton ("the Property") as shown on the attached Exhibit "A" to this Agreement; and

WHEREAS, Urbane 115, LLC will be building a mixed-use commercial and residential development; and

WHEREAS, the City of Appleton (the "City") desires to work with Urbane 115, LLC to facilitate the redevelopment of the Property; and

WHEREAS, it is desirable to prepare and submit an application for a Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant Program to assist with certain of the extraordinary costs associated with the redevelopment of the Property.

NOW, THEREFORE, the City of Appleton, hereinafter referred to as the "City", and Urbane 115, LLC hereinafter referred to as "Urbane 115", agree as follows:

1. The City shall submit an application for a WEDC Community Development Investment Grant to assist with the redevelopment of the Property. The application shall be for the purposes identified in and substantially in the same form as the attached Exhibit B to this Agreement.

2. The City shall be responsible to complete all necessary requirements in relation to this WEDC Community Development Investment Grant, if awarded.

3. Urbane 115 shall be responsible for obtaining all required permits and approvals for all work to be performed on the Property in relation to this Agreement and the WEDC Community Development Investment grant, if awarded, including but not limited to permits and approvals from other state and federal agencies.

4. Urbane 115 shall be responsible for the Match Investment identified in the WEDC Community Development Investment grant application and directly pay for all project costs including but not limited to any permit or approval costs and fees, and any contractors' fees and consultants' fees, relating to the performance of responsibilities under the WEDC Community Development Investment grant, if awarded.

5. Urbane 115 shall use WEDC Community Development Investment grant funds under the terms of the activities outlined in Exhibit B. Failure to use the WEDC Community Development Investment funds on the terms of Exhibit B will result in payment requests being denied.

6. Urbane 115 shall submit to the City payment requests with all necessary supporting documentation to allow the City to request reimbursement under the terms of the WEDC Community Development Investment grant.

7. The City will make no more than two requests for reimbursements to WEDC. Requests will be made at approximately 50% of construction being completed and 100% of construction completed.

8. Urbane 115 shall comply with the requirements listed in the agreement between the WEDC and the City.

9. Urbane 115 shall fully and completely cooperate with the City, the City's attorneys, the City's Auditors or other representative of the City (collectively, the "City") in connection with any internal or governmental Audit, with respect to matters relating to this Agreement. Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making Contractor's employees available to the City (or their respective attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Audit; (ii) volunteering to the City all pertinent information related to any Litigation or Audit; and (iii) providing information and legal representations to auditors in a form and within a timeframe requested.

10. The agreement between Urbane 115 and the City shall expire once the project is completed and upon completion of the grant requirements.

11. Subject to any limitations contained in Sec 893.80 and any similar statute, of the Wisconsin Statutes, the City agrees to hold Urbane 115, its officers, officials, employees, and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where such liability is founded upon or grows out of the acts of omission of any City's officers, employees, or agents while acting within the scope of their employment.

Urbane 115 agree to hold the City, its officers, officials, employees, and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where such liability is founded upon or grows out of the acts of omission of any Urbane 115's officers, employees, or agents while acting within the scope of their employment.

Nothing in this Agreement is intended as a waiver of the City's right or opportunity to rely upon the governmental limitations and immunities contained within Wisconsin law. Municipal immunities and limitations include, but are not limited to, Sections 345.05, 893.80, and 893.83, Wisconsin Statutes. Such damage limits, caps and

immunities are intended to be preserved and are incorporated into this agreement and shall govern all disputes, contractual or otherwise, as they apply to the parties and their agents, officers, and employees.

The intention of this paragraph is that each party shall be responsible for its own actions and inactions related to this Agreement.

Notwithstanding any other provision of this Agreement, it is further agreed that to the fullest extent permitted by law Urbane 115 shall indemnify and hold harmless the City, its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the project site or contained in samples collected by or received by the City or its contractors and/or consultants from the site. This indemnification extends to claims against the City or any of its employees, agents, contractors or consultants which arise out of, are related to, or are based upon, the disposal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of soil, water or watercourses, objects, or any tangible or intangible matter, whether such event or circumstance is sudden or not. Nothing in this paragraph is intended to indemnify, or shall be construed as indemnifying the City, its employees, agents, contractors or consultants with respect to claims, losses, expenses or damages to the extent caused by the City or its employees', agents', contractors' or consultants' own negligent acts or omissions.

12. This Agreement shall be construed under the laws of the State of Wisconsin. In the event of any dispute between parties, the venue shall be Outagamie County, Wisconsin.

13. This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the City of Appleton, Wisconsin, and Urbane 115 have respectively caused this Agreement to be duly executed on this _____ day of _____, 2023.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

EXHIBIT B

(Original Application to be added)