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VILLAGE BOARD OF TRUSTEES
OFFICIAL NOTICE & AGENDA
Wednesday, February 4, 2026
6:00 pm – Marathon Municipal Center

1. CALL TO ORDER

ROLL CALL: K. HANDRICK, M. AHRENS, K. SORENSON, K. PAUL, B. PARLIER, J. LAWRENCE, A. CABRERA

2. PLEDGE OF ALLEGIANCE

3. RECOGNITION OF VISITORS

a. Virtual Meeting Guidelines

i. This meeting will be recorded and available upon request

b. Public Participation at Government Meetings

4. APPROVAL OF VILLAGE BOARD MEETING MINUTES

a. January 7, 2026 Regular Village Board Meeting

b. January 29, 2026 Special Village Board Meeting

5. APPROVAL OF LICENSE APPLICATIONS

a. Review Probationary Operator License for Dustin Buchberger – Arrow Tap

b. Discuss and Approve Operator License for Kali Woldt - Arrow Tap

c. Discuss and Approve Operator License for Joshua Rebeck – True North Energy, LLC.

6. ADMINISTRATORS REPORT

7. UNFINISHED BUSINESS – No Unfinished Business

8. NEW BUSINESS

a. Discuss and Approve Phillips Enterprise Limited Development Agreement

b. Discuss and Approve Veterans Park – Farmers Market proposed set up change request for 2026

c. Discuss and Approve Marathon Youth Softball Parks Use License Agreement

9. REVIEW AND APPROVAL OF BILLS

10. RESOLUTIONS AND ORDINANCES

11. FUTURE SCHEDULED MEETINGS:

a. Regular Village Board Meeting – Wednesday, March 4, 2026 – 6:00 pm

b. Special Village Board Meeting – As Needed

12. ADJOURNMENT



PUBLIC VIRTUAL ACCESS

Join Teams Meeting: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 229 434 982 56

Passcode: 832Rn6k4

Kurt Handrick, Jr.

Village President

Steven Cherek

Village Administrator / Treasurer



VILLAGE BOARD OF TRUSTEES

MINUTES

Wednesday, January 7, 2026

1. CALL TO ORDER at 6:01pm

ROLL CALL: K. HANDRICK, M. AHRENS, K. SORENSON, K. PAUL, B. PARLIER, J. LAWRENCE, A. CABRERA
– All Trustees Present

2. PLEDGE OF ALLEGIANCE

3. RECOGNITION OF VISITORS

- a. Virtual Meeting Guidelines
 - i. This meeting will be recorded and available upon request
- b. Public Participation at Government Meetings
Present Virtually: Kevin O'Brien – Record Review
Michael (Unverified) on Teams

4. APPROVAL OF DECEMBER 3, 2025 REGULAR VILLAGE BOARD MEETING MINUTES MOTION – Approve Minutes from December 3, 2025 Regular Village Board Meeting

Motion made by Sorenson second by Paul. Motion passed by voice vote.

5. APPROVAL OF LICENSE APPLICATIONS – No License Applications

6. ADMINISTRATORS REPORT

Administrator Cherek presented the Trustees with an overview of the daily operations of the Village since the December 3, 2025 meeting. Details of his report can be found in the Agenda Packet.

7. UNFINISHED BUSINESS – No Unfinished Business

8. NEW BUSINESS

- a. Discuss and Approve Marathon School District Parks Use License Agreement
Administrator Cherek presented the Board with a Parks Use License Agreement between the Village and the Marathon School District that would give the School District access to use of all 4 ball fields (Veterans Park and County Materials Sports Complex) with specified restrictions limiting use when special events take precedence such as Marathon Fundays and Knock MS Out of the Park. The Agreement spells out the responsibilities of both parties to maintain the upkeep of the Parks. A financial summary of payments made between the Village and the District over several years provides a remaining balance of \$32,542.93 due to the District which shall be used as a credit towards the User Fee established in the Agreement. Upon the credit reaching \$0, the District shall then pay to the Village the User Fees agreed upon in Agreement. The School District signed the Agreement at their December meeting.

MOTION – Approve Marathon School District Parks Use License Agreement

Motion made by Sorenson second by Ahrens. Motion passed by voice vote.

- b. Discuss and Approve NCWRPC Comprehensive Plan Update Proposal

The Village is up for renewal of their Comprehensive Plan in 2027. The Plan is to be renewed every 10 years to comply with WI Statute 66.1001. It was last updated in April 2017. The Comprehensive Plan is a tool used to help in grant writing. It includes discussion of demographics, resources, housing, transportation, utilities & community facilities, economic development, land use,

intergovernmental cooperation and implementation. The 2020 Census and the 2024 American Community Survey will both be utilized in the updating of the Comprehensive Plan.

Cherek received a proposal from the North Central Wisconsin Regional Planning Commission (NCWRPC) outlining the process and fees associated with the Comprehensive Plan update. The proposal includes 3 meetings with the Village Plan Commission each to last about 1.5 hours, the planning and mapping of the Plan itself, 5 printed Draft Plans and 5 printed Final Adopted Plans. Total cost for the update is proposed at \$7,500. The project is expected to take about a year to complete with an anticipated start of March/April 2026 upon approval of proposal. Cherek informed the Board that NCWRPC will allow cost to be split between 2026 & 2027 budgets, paying half (\$3,750) this year and the remaining half next year. The Village has enough in the General Fund Budget to allow for the \$3,750 payment in 2026.

MOTION – Approve NCERPC Comprehensive Plan Update Proposal

Motion made by Ahrens second by Parlier. Motion passed by voice vote.

c. Discuss and Approve Certified Survey Map for Mitchell Baumann

Cherek received a CSM for a parcel split on County Road B in the Town of Marathon that needs approval from the Village as well as the township and the County. The reason the Village needs to approve is that the parcel split falls within the Village's extraterritorial zoning distance requirement. Anytime there is a parcel split within 1.5 miles of the Village there needs to be Village approval. Cherek recommends approval of CSM for Mitchell Baumann.

MOTION – Approve Certified Survey Map for Mitchell Baumann

Motion made by Parlier second by Cabrera. Motion passed by voice vote.

d. Discuss and Approve 2026 Fire Safety and Prevention Inspections agreement with Clark Professional Services, LLC

Administrator Cherek received the annual agreement for Fire Safety and Prevention Inspections from Clark Professional Services, LLC., owned by the Village's current Fire Inspector, Chad Clark. Clark sold part of his company, Central Wisconsin Fire Safety, LLC, which is who the Village signed the Fire Safety and Prevention Inspections Agreement with for 2025. He is no longer servicing fire extinguishers leaving the Village to find a new company for that service. The Fire Inspection contract pricing for 2026 remained the same as 2025. The 2% dues received cover the majority of contract costs. Both Cherek and Fire Chief Darrin Hall recommend approval of the contract with Clark Professional Services, LLC.

MOTION – Approve 2026 Fire Safety & Prevention Inspections Agreement with Clark Professional Services, LLC

Motion made by Paul second by Cabrera. Motion passed by voice vote.

e. Discuss and Approve 944 981 Blue Stone Lane, LLC. Declaration

Cherry Tree Real Estate – Marathon City, LLC is changing ownership to 981 Blue Stone Lane, LLC. A request was sent to Cherek to approve a Declaration Concerning Restrictive Covenants. Cherek inquired with the Village Attorney, Shane VanderWaal, regarding Declaration. VanderWaal made corrections to best fit the Village. The Declaration states to the best of the Village's knowledge, Cherry Tree is compliant with the Restrictive Covenants, the Development Agreement that expired in 2022, and has no debt owed to the Village other than property taxes and utility payments. Cherek recommends approval of the Declaration.

MOTION – Approve 981 Blue Stone Lane, LLC Declaration

Motion made by Ahrens second by Lawrence. Motion made by voice vote.

9. REVIEW AND APPROVAL OF BILLS

Trustees questioned the following bills:

Check #49194 – Kruczek Construction – N. Business Pkwy payment
Check #49200 – Northway Communications – Pagers for MFD – receive grant towards pagers
Check #49205 – The Dirks Group – Upgrade to Village Firewall/WiFi – Include FD on server and add firewall.

MOTION – Approve Payment of Bills

Motion made by Ahrens second by Sorenson. Motion passed by voice vote.

10. RESOLUTIONS AND ORDINANCES

- a. Discuss and Approval of Resolution 2026-01-01A – Approving Marathon City’s Safe Routes to School Plan

The Village has been working with the School District and the North Central Regional Planning Commission to develop a Safe Routes to School (SRTS) Plan. The Plan focuses on key areas of improvement in making it safer for students to walk to and from school. The Village’s focus would be on updating crosswalks to high visibility crosswalks, updating locations of crosswalk signs and the addition of rapid flashing beacons near main crosswalks. At the November 5, 2025 meeting the Village Board approved a resolution supporting the application of a TAP Grant that would be used to make the needed upgrades in the SRTS Plan. The full 95-page Draft SRTS Plan can be found on the Village website and the NCWRPC website. This resolution approves moving forward with the SRTS Plan.

MOTION – Approve Resolution 2026-01-01A – Approving Marathon City’s Safe Routes to School Plan

Motion mad by Sorenson second by Cabrera. Motion passed by voice vote.

11. VILLAGE BOARD WILL GO INTO CLOSED SESSION BY ROLL CALL VOTE PER WIS. STAT. 19.85(1)(e) “DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.”

MOTION – Go into Closed Session per Wis. Stat. 19.85(1)(e) at 7:29 pm

Motion made by Ahrens second by Parlier. Motion passed by roll call vote.

ROLL CALL VOTE: AHRENS-Yes, SORENSON-Yes, PAUL-Yes, PARLIER-Yes, LAWRENCE-Yes, CABRERA-Yes, HANDRICK-Yes

- a. Discussion of TID #1 Development Agreements
- b. Stittleburg Restorative Health Care Development Agreement

12. VILLAGE BOARD WILL RETURN TO OPEN SESSION BY ROLL CALL VOTE

MOTION – Return to Open Session at 7:59 pm

Motion made by Paul second by Parlier. Motion passed by roll call vote.

ROLL CALL VOTE: SORENSON-Yes, PAUL-Yes, PARLIER-Yes, LAWRENCE-Yes, CABRERA-Yes, HANDRICK-Yes, AHRENS-Yes

13. TAKE ACTION ON CLOSED SESSION ITEMS IF NEEDED

No action to take from Closed Session

14. FUTURE SCHEDULED MEETINGS:

- a. Regular Village Board Meeting – Wednesday, February 4, 2026 – 6:00 pm
- b. Special Village Board Meeting – As Needed

15. ADJOURNMENT at 8:00 pm

Motion to adjourn made by Ahrens second by Parlier. Motion passed by voice vote.



VILLAGE BOARD OF TRUSTEES

MINUTES

SPECIAL MEETING

Thursday, January 29, 2026

1. CALL TO ORDER at 5:00 pm

ROLL CALL: K. HANDRICK-Present, M. AHRENS-Present, K. SORENSON-Present, K. PAUL-Present, B. PARLIER-Present, J. LAWRENCE-Absent, A. CABRERA-Present

2. PLEDGE OF ALLEGIANCE at 5:00 pm

3. RECOGNITION OF VISITORS at 5:01 pm

- a. Virtual Meeting Guidelines
 - i. This meeting will be recorded and available upon request
- b. Public Participation at Government Meetings

4. VILLAGE BOARD WILL GO INTO CLOSED SESSION BY ROLL CALL VOTE PER WIS. STAT. 19.85(1)(e) "DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION."

MOTION – Village Board will go into Closed Session per Wis. Stat. 19.85(1)(e) at 5:02 pm

Motion made by Paul second by Sorenson. Motion passed by roll call vote.

ROLL CALL VOTE: AHRENS-Yes, SORENSON-Yes, PAUL-Yes, PARLIER-Yes, LAWRENCE-Absent, CABRERA-Yes, HANDRICK-Yes

- a. Stittleburg Restorative Health Care Development Agreement

5. VILLAGE BOARD WILL RETURN TO OPEN SESSION BY ROLL CALL VOTE

MOTION – Return to Open Session at 5:55pm

Motion made by Paul second by Ahrens Motion passed by roll call vote.

ROLL CALL VOTE: SORENSON-Yes, PAUL-Yes, PARLIER-Yes, LAWRENCE-Absent, CABRERA-Yes, HANDRICK-Yes, AHRENS-Yes

6. TAKE ACTION ON CLOSED SESSION ITEMS IF NEEDED

No action to take from Closed Session

7. FUTURE SCHEDULED MEETINGS:

- a. Regular Village Board Meeting – Wednesday, February 4, 2026 – 6:00 pm
- b. Special Village Board Meeting – As Needed

8. ADJOURNMENT at 5:56 pm

Motion to adjourn made by Paul second by Cabrera. Motion passed by voice vote.

Administrator's Report – February 4, 2026

1) Permits

- Building Permits (1)
 - 609 Main St – Remodel/Alterations
- Utility Permits (3)
 - HWY 107 & 4th St ROW – Power Line relocation – WPS
 - 8th St to Main St ROW – Gas line repair – WPS
 - 909 Chestnut St – Gas Line Replacement - WPS

2) Fire Department

- First Responder Calls – January 2026
 - 23 Total Calls: 7 in Towns, 16 Village
- Fire Calls – January 2026
 - 3 total calls: 1 in Town Sections, 0 Village, 2 Mutual Aid – T. Hamburg & T. Emmet

3) Administration – Clerk's Office

The Administration Office remained busy with tax collection and the 2025 audit with KerberRose. The on-site audit work was completed last week, and a draft audit report will be available soon. We are working with KerberRose to schedule the 2025 Audit Review for an upcoming Village Board meeting in March or April pending the draft review.

4) Public Works / Utilities

Public Works is continuing with winter operations. We have been experiencing increased breakdowns with our 2014 Ventrax Utility Tractor and continue to encounter issues with the 1994 Steiner Utility Tractor. The Ventrax is our primary snow-removal tractor, and the 1994 Steiner currently only operates in high gear. All breakdowns experienced are items one would expect with the amount of use we have on the equipment, and we are hopeful that not much more will happen this winter.

5) Police Department

The Police Department had the 2023 Dodge Durango breakdown a few weeks ago. The breakdown was with the cooling system. It was the same issue we experienced last year and was taken to Brickners Motors. All repairs fell under warranty.

The Police Chief will be attending the Wisconsin Chiefs of Police Association conference and Alicia will be attending the Wisconsin Association Women Police training conference in February.

5) Administrator Activities & Plans for February

- 2025 Audit Draft review with KerberRose
- February 12-13 Ehlers Wisconsin Public Finance Seminar
- February 19 – 2026 Government Affairs Seminar
- March 3rd – Pre-Construction Meeting for Cured-in-Place Pipe Lining project

Steven Cherek

Village Administrator



Monthly Report

January 2026

Fire Calls-3 Calls

Mutual Aid-Town of Hamburg (Hamburg Fire)-1 Call

Auto Aid-Town of Emmet (Mosinee Fire)-1 Call

Town of Rib Falls-1 Call

EMS Calls- 23 calls

Village of Marathon-16 Calls

Town of Cassel-4 Calls

Town of Marathon-2 Calls

Town of Stettin-1 Call

Training/School- One member currently in Firefighter 1 class at NTC.

Five members signed up for a 8 hr. class presented by the Wis. DNR on 2/14.

Public Relations- Oaths taken by seven new members.

Upcoming Events- WSFA (Wis. State Firefighters Association) Convention March 12-14 in Green Bay.

Upcoming Meetings/Drills-

Fire Meeting and Drill. Wed. 2/11 @ 7:00 PM

Officer Meeting. Wed. 2/11 @ 6:30 PM

EMS Meeting and Drill. Wed. 2/18 @6:30 PM

State/County Activity-

Image Trend the Department's new Record Management System is set up with the State. All fire incidents are being recorded in NERIS (National Emergency Response Information System) through Image Trend instead of NFIRS (National Fire Incident Reporting System) which was terminated on 1/31/2026.

DARRIN HALL
MARATHON CITY FIRE CHIEF

408 Market St
PO Box 178
Marathon, WI 54448

Cell: 715-680-6632
Non-Emergency Phone:
715-443-2221

marathon.fire@marathoncitywi.gov



**VILLAGE OF MARATHON CITY TID NO. 1
PURCHASE & DEVELOPMENT AGREEMENT
PHILLIPS ENTERPRISE LIMITED, LLC**

THIS PURCHASE & DEVELOPMENT AGREEMENT (“Agreement”) made this ____ day of _____, 2026 (“Effective Date”), by and between the VILLAGE OF MARATHON CITY, a municipal corporation of Marathon County, Wisconsin, (hereinafter referred to as "VILLAGE") located at 311 Walnut Street, Marathon City, WI 54448, and Phillips Enterprise Limited, LLC, a Wisconsin limited liability corporation, (hereinafter referred to as “DEVELOPER”), with its principal place of business located at 105 4th St, Marathon, WI 54448. VILLAGE and DEVELOPER may each be referred to as a “Party” or collectively the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, the VILLAGE is interested in encouraging new development, eliminating blight, retaining and expanding existing business in the VILLAGE; and

WHEREAS, the VILLAGE, pursuant to Wis. Stats. §66.1105, created Tax Incremental District No. 1, hereinafter "TID No. 1", on the 3rd day of January, 2002 through the adoption of a Resolution and approved the Project Plan for TID No. 1, (hereinafter the “Project Plan”), which Project Plan, as so approved, and as may be amended from time to time, is incorporated herein and on file at the VILLAGE; and

WHEREAS, the VILLAGE, VILLAGE has created the Village of Marathon City TID No. 1 and Redevelopment District No. 1, for the purpose of promoting economic development; and

WHEREAS, the VILLAGE is the fee owner of that property depicted on Exhibit C (“Development Site”) and which is located in the Redevelopment Area; and

WHEREAS, the DEVELOPER intends to construct on the Development Site, as depicted on Exhibit C, non-tax exempt multi-tenant, commercial to light industrial rental complex together with attendant parking, other paved areas and other improvements (collectively, “Developer Facility”) in the form as depicted on Exhibit D; and

WHEREAS, the VILLAGE, using tax incremental financing, can assist the DEVELOPER by providing funds for business assistance under certain specific terms and conditions set forth herein; and

WHEREAS, the VILLAGE believes that development of the Developer Facility (i) is in the best interests of the VILLAGE and its residents, (ii) is in accordance with the public purposes and conditions of applicable state and local laws, (iii) will promote and carry out the development objectives of the VILLAGE, (iv) furthers the purposes of the Project Plan and the Redevelopment Plan, and (v) would not occur at the Development Site without the assistance of the VILLAGE; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and the DEVELOPER in order to cause the development of said improvements on the Development Site;

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

1. As used in this Agreement or in the Exhibits attached hereto, the following terms, when having an initial capital letter or all capital letters in the text of said documents shall have the following meaning:

ACQUISITION COST: The sum of money paid by the DEVELOPER to the VILLAGE at the Closing for the Development Site.

DEVELOPMENT INCENTIVE: Shall have the meaning as applied in the Project Plan as more fully set forth herein.

DUE DILIGENCE PERIOD: Means the time period commencing on the Effective Date and terminating on Closing, unless waived earlier by DEVELOPER.

EXCESS TAX INCREMENT: The amount by which the Tax Increment attributable to the Development Site exceeds the Annual Tax Increment Allocation Payment in any given calendar year.

EXHIBIT A: The Project Plan and as may be amended from time to time and which is on file at the VILLAGE.

EXHIBIT B: Declaration of Restrictive Covenants.

EXHIBIT C: Legal Description of Development Site.

EXHIBIT D: Preliminary renderings of the Development Facility together with attendant parking, other paved areas, fencing and other improvements on the Development Site

EXHIBIT E: Consent of Mortgagee.

EXHIBIT F: Irrevocable Letter of Credit.

IMPROVEMENTS: The plan for site and building improvements to the Development Site depicted on Exhibit D, subject to final site plan, architectural review and building permit approvals by the VILLAGE pursuant to Article II, Section B, paragraphs 1, 2 and 3, below.

TAX INCREMENT: Shall have the meaning given in Wis. Stat. § 66.1105(2)(i), as applied solely to the Development Site and Development Costs involved in this Agreement.

II. COMMITMENT OF PARTIES

A. VILLAGE OBLIGATIONS

In consideration of DEVELOPER's obligations as set forth herein and for \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. On the Closing Date (as defined below) convey the Development Site to DEVELOPER by Warranty Deed, free and clear of all liens and encumbrances, except for liens and encumbrances of record including the Declaration of Restrictive Covenants for the Marathon City Business Park, a copy of which is attached hereto as Exhibit B, collectively, the "Permitted Encumbrances".

2. No later than five (5) days prior to Closing, the VILLAGE shall provide to DEVELOPER a commitment for an owner's policy of title insurance in the amount of One Hundred Twenty-Five Thousand and no/100 Dollars (\$125,000.00) on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin and selected by VILLAGE (the "Title Commitment"), free and clear of all liens and encumbrances of record except for liens and encumbrances of record ("Permitted Encumbrances"). The VILLAGE shall pay for the costs of providing title evidence, the base title policy (with any optional title endorsements, if desired, at the DEVELOPER'S sole expense) and related recording fees. Any and all financing costs of the DEVELOPER as well as all costs related to the same (title fees and recording fees), will be at DEVELOPER'S sole expense.

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the VILLAGE as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the DEVELOPER shall, at DEVELOPER's sole expense:

1. Construct a new, non-tax-exempt Developer Facility as depicted in Exhibit D on the Development Site, with a construction cost paid by DEVELOPER of not less than Eight Hundred Sixty-Three Thousand and 00/100 Dollars (\$863,000.00). Construction of the Developer Facility on the Development Site shall be completed by the DEVELOPER on or before December 31, 2026 (the "Valuation Date"). Construction costs paid by DEVELOPER includes but is not limited to the building, other improvements which generate Tax Increment, clearing, excavating, paving, and landscaping, all on the Development Site. Construction costs documentation as deemed appropriate by the VILLAGE, shall be provided to the VILLAGE within thirty (30) days of request by the VILLAGE of DEVELOPER's paid invoice of said costs and such other documents reasonably related to the invoice(s) and also deemed necessary as solely determined by the VILLAGE.

2. Property Assessment Guarantee. On or before December 31, 2026, DEVELOPER shall provide evidence satisfactory to the VILLAGE establishing the valuation of the land and

Improvements on the Development Site of not less than Six Hundred Four Thousand One Hundred And No/100 Dollars (\$604,100.00).

3. Pay to the VILLAGE the sum of One and no/100 Dollars (\$1.00) at the Closing for the Development Site as the Acquisition Cost.

4. Commencing January 1, 2027 and annually thereafter for the Term of the Agreement as set forth in Section II, paragraph F, DEVELOPER warrants and agrees that: (i) the Guaranteed Tax Increment Revenue created by the Development Facility and land on the Development Site shall be at least Ten Thousand Eighty Four and No/100 Dollars (\$10,084.00) per year ("Guaranteed Tax Increment Revenue"); or (ii) if Tax Increment Revenue is less than the Guaranteed Tax Increment Revenue amount of Ten Thousand Eighty Four and No/100 Dollars (\$10,084.00) as of the Valuation Date or any succeeding year during the Term, DEVELOPER shall pay to the VILLAGE an amount of money equal to the remainder obtained when the actual Tax Increment Revenue is subtracted from Guaranteed Tax Increment Revenue. Such supplemental payment ("Private Guarantee Payment") shall be paid within thirty (30) days of notice by the VILLAGE of such amount due to the VILLAGE by DEVELOPER. "Tax Increment Revenue" means the equalized value of the taxable property (less personal property) on the Development Site in any year minus the tax incremental base as defined in Wis. Stat. § 66.1105(2)(j), and which remainder is multiplied by the applicable mill rate for such year to determine the Tax Increment Revenue. The first installment of the Guaranteed Tax Increment Revenue, including any Private Guarantee Payment, if necessary, shall be paid no later than January 31, 2028.

5. Comply with the Declaration of Restrictive Covenants for the Marathon Business Park, Marathon County, Wisconsin set forth in Exhibit B attached hereto.

6. The DEVELOPER shall obtain all necessary zoning, building, or engineering permits and approvals from the VILLAGE, and applicable state or federal agencies. The Developer Facility and uses of the Development Site shall at all times conform to the VILLAGE Zoning Code, Building Code, and all other VILLAGE ordinances, together with applicable state and federal laws and regulations.

7. AS-IS PURCHASE; RELEASE OF THE VILLAGE. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE DEVELOPER WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE VILLAGE IS CONVEYING AND THE DEVELOPER IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS AND THAT THE DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE VILLAGE OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION, THE DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE VILLAGE FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES,

DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY.

8. To the extent necessary, DEVELOPER shall grant to the VILLAGE, at no cost to the VILLAGE, all easements necessary for construction and maintenance of public improvements, infrastructure, and utilities, provided such easements and installation therein do not unreasonably interfere with construction or operation of the Developer Facility. The VILLAGE shall be solely responsible for any and all costs associated with the easements and shall indemnify and hold the DEVELOPER harmless for any and all costs the DEVELOPER may incur as a result of any easement granted on the Development Site under this Agreement.

9. Prior to construction of the Developer Facility on the Development Site, the DEVELOPER shall submit to the VILLAGE for approval a site plan showing, by way of illustration without limitation, the proposed building(s), parking and landscaping as required for issuance of a building permit all as required by the Declaration of Restrictive Covenants for the Marathon Business Park, Marathon County, Wisconsin and a building permit all as required by VILLAGE ordinances. The DEVELOPER will not, without the VILLAGE's prior written approval, materially change the scope or use or materially alter the plans of the Developer Facility.

10. Indemnification/Hold Harmless. The DEVELOPER hereby defends, indemnifies and holds the VILLAGE, its elected and appointed officials, officers, employees, authorized representatives or volunteers and each of them harmless from and against all losses, suits, actions, damages, demands, interest, attorney fees, claims, liabilities, expenses and costs of whatsoever kind or nature whether arising before, during or after completion of the Developer Facility in any manner directly or indirectly caused, occasioned or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive, of the DEVELOPER or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement or in any way related to the Developer Facility or Development Site.

11. Additional Representations, Warranties and Covenants of DEVELOPER. DEVELOPER represents and warrants to the VILLAGE and agrees and covenants with the VILLAGE as of the Effective Date follows:

a. All copies of documents, contracts and agreements which DEVELOPER has furnished to the VILLAGE are true and correct in all material respects.

b. DEVELOPER has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

c. DEVELOPER will pay for all work performed and materials furnished for the Developer Facility.

d. No statement of fact by DEVELOPER contained in this Agreement and no statement of fact furnished or to be furnished by DEVELOPER to the VILLAGE pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. DEVELOPER is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. DEVELOPER is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of DEVELOPER and constitute the valid and binding obligations of DEVELOPER enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of DEVELOPER'S obligations pursuant to this Agreement will not violate or conflict with DEVELOPER'S organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of DEVELOPER'S obligations pursuant to this Agreement violate or conflict with any law applicable to DEVELOPER or the PROJECT.

h. There is no litigation or proceeding pending or threatened against or affecting DEVELOPER or the Development Site and/or Developer Facility that would adversely affect the DEVELOPER or the enforceability of this Agreement, the ability of DEVELOPER to complete the Developer Facility or the ability of DEVELOPER to perform its obligations under this Agreement.

i. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and DEVELOPER is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Development Site or Developer Facility.

j. DEVELOPER agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Development Site under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement

shall impair any statutory rights of the VILLAGE and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

k. The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. DEVELOPER shall comply with all covenants contained herein at all times during the Term of this Agreement.

12. During the period between the Effective Date and the Closing Date, the VILLAGE hereby grants to the DEVELOPER a license to enter upon the Development Site at any time and to make such inspections and examinations of the Development Site as the DEVELOPER deems necessary to investigate the Development Site (individually, an "Investigation" and collectively, the "Investigations"), all at the DEVELOPER'S sole cost and expense. The VILLAGE shall permit access to the Development Site by the DEVELOPER and/or the DEVELOPER'S authorized employees, agents and representatives, including, without limitation, the DEVELOPER'S surveyors, experts, architects, consultants and contractors ("Developer's Representatives"), for the purpose of conducting the Investigations, subject to the terms and conditions of this AGREEMENT. The VILLAGE shall reasonably cooperate with the DEVELOPER and the Developer's Representatives in connection with all such Investigations, provided that the VILLAGE shall not be obligated to incur any costs in connection therewith. DEVELOPER shall repair, at its sole cost, any damage to the Development Site resulting from the inspections and, to the extent DEVELOPER or its contractors alter, modify, disturb or change the condition of the Development Site as part of the Inspections or otherwise, DEVELOPER shall restore, at its sole cost, the Development Site to the condition in which the same was found before such alteration, modification, disturbance or change.

This Investigation includes contracting for, obtaining, and approving, at DEVELOPER'S own expense an environmental site assessment ("ESA") which is a Phase I ESA and Phase II ESA (if such Phase I ESA indicates that a Phase II ESA is necessary to determine whether a hazardous condition, material or substance exists on, in or relating to the Development Site) that show that there is no evidence on the Development Site of any present or past generation, storage, transportation, disposal, or treatment of hazardous or toxic wastes in excess of limits permitted under applicable environmental laws.

III. GENERAL REQUIREMENTS

A. CLOSING

The transfer of the Development Site to the DEVELOPER shall occur at the offices of the VILLAGE, or at another location agreed upon by the parties, on or before _____, 2026 ("Closing"). The date on which the closing occurs is the "Closing Date."

B. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties hereto, as evidenced below.

C. SECURITY / INSURANCE

1. Letter of Credit. The Parties acknowledge and agree that the Tax Increment received by the VILLAGE from TID No. 1 is intended to be sufficient to pay the VILLAGE those sums which the VILLAGE has incurred in the development of TID No. 1, including but not limited to construction of streets, storm sewer, site preparation sanitary sewer and water, and related costs authorized under Wis. Stat. § 66.1105. In addition, should DEVELOPER default under this Agreement and the costs to repair, rectify, and place the Development Site back to a marketable condition by the VILLAGE in the event of repurchase is significant. Therefore, the parties agree that the amount attributable to the above conditions is One Hundred Thousand and No/100 Dollars (\$100,000.00). If DEVELOPER does not complete compliance with the conditions set forth in Sections II-B-1 and 2 then the VILLAGE shall be entitled to the benefit of the provisions of Section III-C-3 below.

2. Notwithstanding any other provisions herein, if DEVELOPER does not complete compliance with the conditions set forth in Sections II-B-1 and 2, then the VILLAGE, at its sole option, may draw upon the letter of credit in a sum not exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00).

3. DEVELOPER at the time of closing shall provide the VILLAGE an Irrevocable Letter of Credit shall be substantially similar to the form attached hereto as Exhibit F and approved by the VILLAGE and shall be from a FDIC insured financial institution. The Letter of Credit shall be payable at sight to the VILLAGE, authorize partial draws, and shall include a provision requiring that the VILLAGE be given written notice not less than forty-five (45) days nor more than sixty (60) days prior to expiration of the Letter of Credit. The Letter of Credit shall be payable to the VILLAGE at any time upon presentation of the following:

a. A sight draft drawn on the issuing bank in the amount to which the VILLAGE is entitled under Section III-C-3 of this Agreement;

b. An affidavit executed by the Village President certifying the VILLAGE's request under sub. a; and

c. The Letter of Credit shall bear an expiration date not earlier than January 1, 2028.

4. Insurance. Prior to commencing any construction on the Development Site, the DEVELOPER shall procure and maintain builder's risk insurance for in-process construction and stored materials on the Development Site in an amount not less than their full replacement value, insuring against damage or loss from theft, fire, casualty or other cause. On substantial completion

of the Developer Facility, the DEVELOPER shall obtain and maintain property insurance against loss by fire or other casualty in an amount equal to the replacement value of the Developer Facility. Upon request by the VILLAGE during the term, the DEVELOPER shall provide certificates evidencing such coverages. In the event the Developer Facility is damaged or destroyed during the term, the proceeds from the insurance shall be paid to the DEVELOPER and applied toward the reconstruction of the Developer Facility of such improvements damaged or destroyed.

Reconstruction of the improvements will be commenced within six (6) months of the destruction or damage, and substantially completed within one (1) year from the same and with said construction to be a new, non-tax exempt, Developer Facility on the Development Site with the same design as depicted in Exhibit D and with a total assessed value of all land and improvements of not less than Six Hundred Four Thousand One Hundred And No/100 Dollars (\$604,100.00).

5. During the Term of this Agreement, the DEVELOPER agrees and covenants that the Developer Facility and the Development Site may not be used in any manner for any purposes which may result in any part of the same being classified, declared or qualified as exempt from the payment of property taxes as regulated by the Wisconsin state statutes.

D. BUYBACK/SALE PROVISIONS

Following the Closing, the DEVELOPER shall promptly begin, diligently pursue, and ultimately complete the Developer Facility on the Development Site, pursuant to plans approved by the VILLAGE prior to construction, and in accordance with the VILLAGE ordinances.

1. If construction of the Developer Facility has not commenced by December 31, 2026, the VILLAGE shall have the option of repurchasing the Development Site from the DEVELOPER. To exercise its repurchase option, the VILLAGE shall provide written notice of exercise of the option to the DEVELOPER, which notice shall include the date of repurchase closing. At the repurchase closing, the DEVELOPER shall tender a Warranty Deed free and clear of all liens and encumbrances except the Permitted Encumbrances in exchange for the sum of: (i) One and No/100 Dollars (\$1.00); plus (ii) the fair market value of any improvements made by or for the DEVELOPER to the Development Site. The title insurance, any unpaid real estate taxes, and the proration of the then current year's real estate taxes, shall be paid by the DEVELOPER at the time of the repurchase closing.

2. If, after commencing construction work on the Development Site, construction ceases for a period of one hundred and eighty (180) consecutive days at any time before completion of the Developer Facility, the VILLAGE shall have the option of repurchasing the Development Site from the DEVELOPER. To exercise this repurchase option, the VILLAGE shall provide the DEVELOPER written notice of this repurchase option, which notice shall include the date of repurchase closing. At the repurchase closing, the DEVELOPER shall tender a Warranty Deed free and clear of all liens and encumbrances in exchange for the sum of: (i) One and No/100 Dollar (\$1.00); plus (ii) the fair market value of any improvements located on the Development Site. The title insurance, any unpaid real estate taxes, and the proration of the then current year's real estate taxes, shall be paid by the DEVELOPER at the time of the repurchase closing. In the event of

repurchase as provided herein, the DEVELOPER shall also be liable to the VILLAGE for all reasonable costs and expenses incurred by the VILLAGE in acquiring the Development Site. The DEVELOPER shall be deemed to consent to enforcement of the options described herein on the above terms by specific performance.

3. In addition to any other limitation on assignment or sale of the Development Site or any portion thereof and prior to termination of this Agreement, if, at any time during the Term, the DEVELOPER intends to sell, transfer, or convey the Development Site to any person or entity in any manner or in any manner which would render the Development Site exempt from property taxation, then the DEVELOPER shall first obtain the express written consent of the VILLAGE for such sale, transfer, or conveyance. Should the DEVELOPER sell, transfer or convey the Development Site prior to repayment of the Village Development Costs, the DEVELOPER's obligation to make such Guaranteed Tax Increment payments or Personal Guarantee Payments shall only be released and discharged upon the VILLAGE's approval of the buyer, transferee or grantee.

E. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement. The occurrence of any one or more of the following events shall also constitute a default hereunder:

1. Any representation or warranty made by the DEVELOPER in this Agreement, or any document delivered by the DEVELOPER pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

2. Construction of any portion or phase of the Developer Facility shall be abandoned for more than one hundred eighty (180) consecutive days (subject to the force majeure provisions below) or if any portion of the Developer Facility shall be damaged by fire or other casualty and not repaired, rebuilt or replaced within a reasonable time thereafter; or

3. The DEVELOPER shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or the DEVELOPER or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have, a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

4. If the DEVELOPER shall dissolve or shall cease to exist; or

5. A default shall occur under any mortgage or other lien or encumbrance affecting the Development Site.

6. Remedies on Default. In the event of any default in or breach of this Agreement by any Party, or any successor in interest to such Party, such party or successors shall cure or remedy such default or breach within thirty (30) days after receipt of written notice of default from the other (or provided the defaulting party is diligently pursuing a cure, such longer time as is necessary to complete the cure). If case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting Party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach. If such a proceeding is commenced, the prevailing Party in such proceeding shall be entitled to recover from the other Party its reasonable costs incurred in such proceeding, including reasonable attorney fees. The Parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Remedies include, but are not limited to:

(a) Charging the breaching Party on all amounts due to the non-breaching Party was paid by the due date as provided in this Agreement, interest at the rate of eighteen percent (18.00%) per annum from the due date until the date the unpaid amounts are paid in full;

(b) Utilizing any or all of the items of security provided in Article II, Section C above at the VILLAGE's discretion; and

(c) All other remedies set forth in any other document and agreement contemplated herein or otherwise entered in connection with this Agreement and/or all other remedies available at law or in equity, including without limitation petition for mandamus or injunctive relief requiring the breaching Party to perform its obligations under this Agreement.

7. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party. No waiver made by either Party with respect to performance or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any party making the waiver or any other obligations of any other Party.

F. TERM

The term of this Agreement commences on the date of execution hereof and shall terminate the later of December 31, 2036.

G. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested at:

DEVELOPER : Phillips Enterprise Limited
David Phillips, Principle
105 4th St
Marathon, WI 54448

VILLAGE: VILLAGE OF MARATHON CITY
c/o Steven A. Cherek
Village Administrator
311 Walnut Street
Marathon City, WI 54448

WITH COPY TO: Shane J. VanderWaal
VanderWaal Law, S.C.
P.O. Box 1343
225411 Rib Mountain Dr., Ste. 2
Wausau, WI 54401

2. By giving the document or written notice personally to the party.

H. MISCELLANEOUS PROVISIONS

1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. Failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act.

2. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the VILLAGE and the DEVELOPER.

3. Entire Agreement. This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the VILLAGE.

4. Time; Force Majeure Event. Time is of the essence as to Closing Date and all other dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by a delay or failure to perform due to any cause that is not reasonably foreseeable and that is outside such Party's reasonable control, including, without limitation, any act of God, federal or state declarations, pandemics, embargo or other governmental act, fire, accident, strike, war, riot, or other cause not within the control of the Party charged with performance (each, a "Force Majeure Event"). It being the intent of this provision that in the event of the occurrence of any such Force

Majeure event, the time or times of performance of any of the obligations of the Party shall be extended for the period of the delay as determined by the other Party, provided that the Party seeking the extension due to the delay shall have first notified the other Party thereof and requested an extension of the period of the delay.

5. No Personal Liability. Under no circumstances shall any board member, village president, administrator, officer, official, director, attorney, employee, or agent of the VILLAGE have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

6. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

7. Immunity. Nothing contained in this Agreement constitutes a waiver of the VILLAGE'S sovereign immunity under applicable law.

8. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of DEVELOPER and VILLAGE, and no third party (other than successors) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the VILLAGE in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by DEVELOPER or the VILLAGE, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the PROJECT.

9. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Marathon County, Wisconsin. The DEVELOPER expressly waives rights to bring such action in or to remove such action to any other court whether state or federal.

10. Subordination. Any Lender of DEVELOPER who has a mortgage upon the Development Site which is recorded with the Marathon County Register of Deeds prior to recordation described in Section III-H-17 shall execute the Consent of Mortgagee attached hereto as Exhibit E.

11. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and DEVELOPER and their respective successors and assigns.

12. Further Assurances and Corrective Instruments. The VILLAGE and the DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.

13. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding, and legally enforceable obligation of itself.

14. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

15. Recitals; Titles. The recitals set forth above are a part of this Agreement and are binding on the parties; all captions, headings, or titles in the paragraphs and sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

16. Construction. The parties hereto acknowledges that each party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party hereto because one is deemed to be the author thereof.

17. Recordation. The VILLAGE may record this Agreement or a memorandum of this Agreement in the Register of Deeds Office for Marathon County, Wisconsin. All costs of recording shall be paid by the VILLAGE.

18. Effective Date. This Agreement shall be effective as of the date and year first written above.

[DOCUMENT CONTINUES ON NEXT PAGE]

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

PHILLIPS ENTERPRISE LIMITED, LLC

By: _____
Its _____

STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

Personally came before me this _____ day of _____, 2026, the above-named _____ to me known be the person who executed the foregoing instrument personally and as _____

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT A

[LEFT INTENTIONALLY BLANK]

DRAFT

**EXHIBIT B
DECLARATION OF RESTRICTIVE COVENANTS**

**ON FILE AT VILLAGE
AND
MARATHON COUNTY REGISTER OF DEEDS OFFICE
RECORDED 7/16/2003, DOCUMENT # 1335607**

VILLAGE TO PROVIDE BEFORE SIGNING

DRAFT

EXHIBIT C

LEGAL DESCRIPTION OF DEVELOPMENT SITE

Lot Eleven (11) OF MARATHON CITY BUSINESS PARK in the Village of Marathon, Marathon County, WI. Document No. 1409650, recorded in the office of the Register of Deeds for Marathon County, Wisconsin.

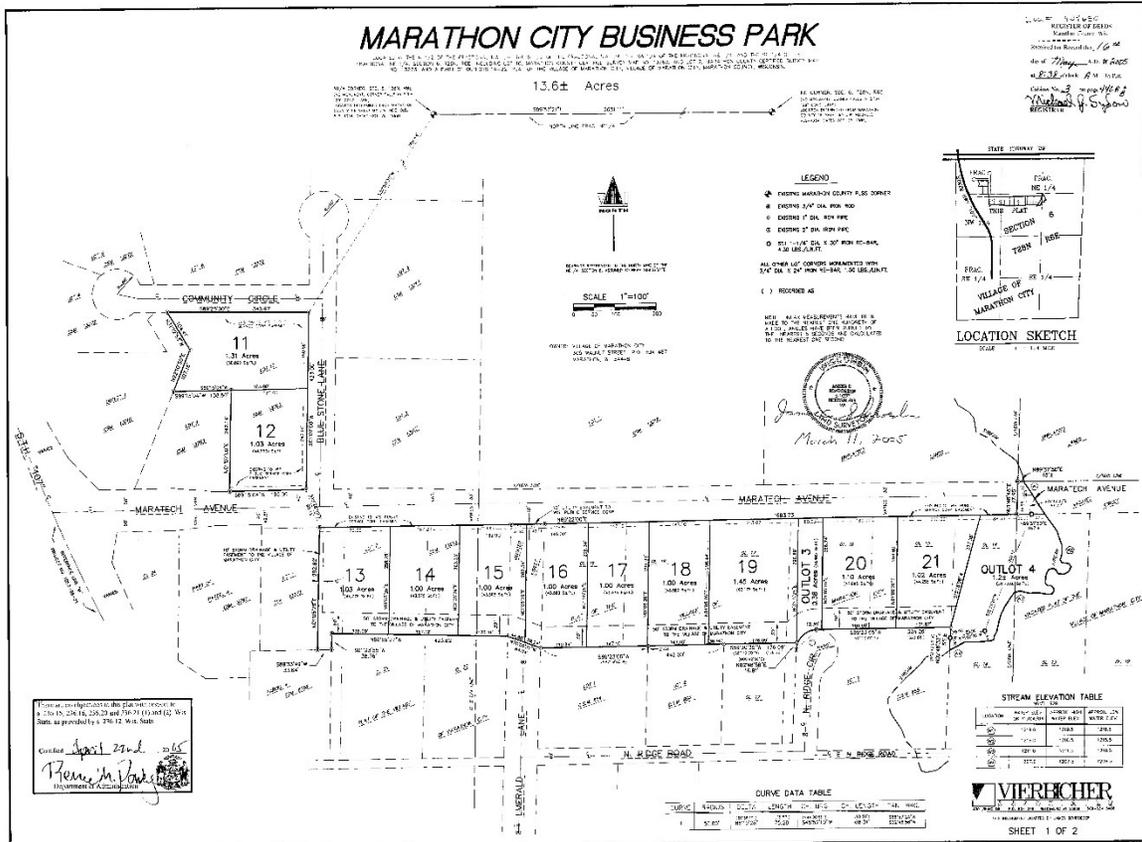
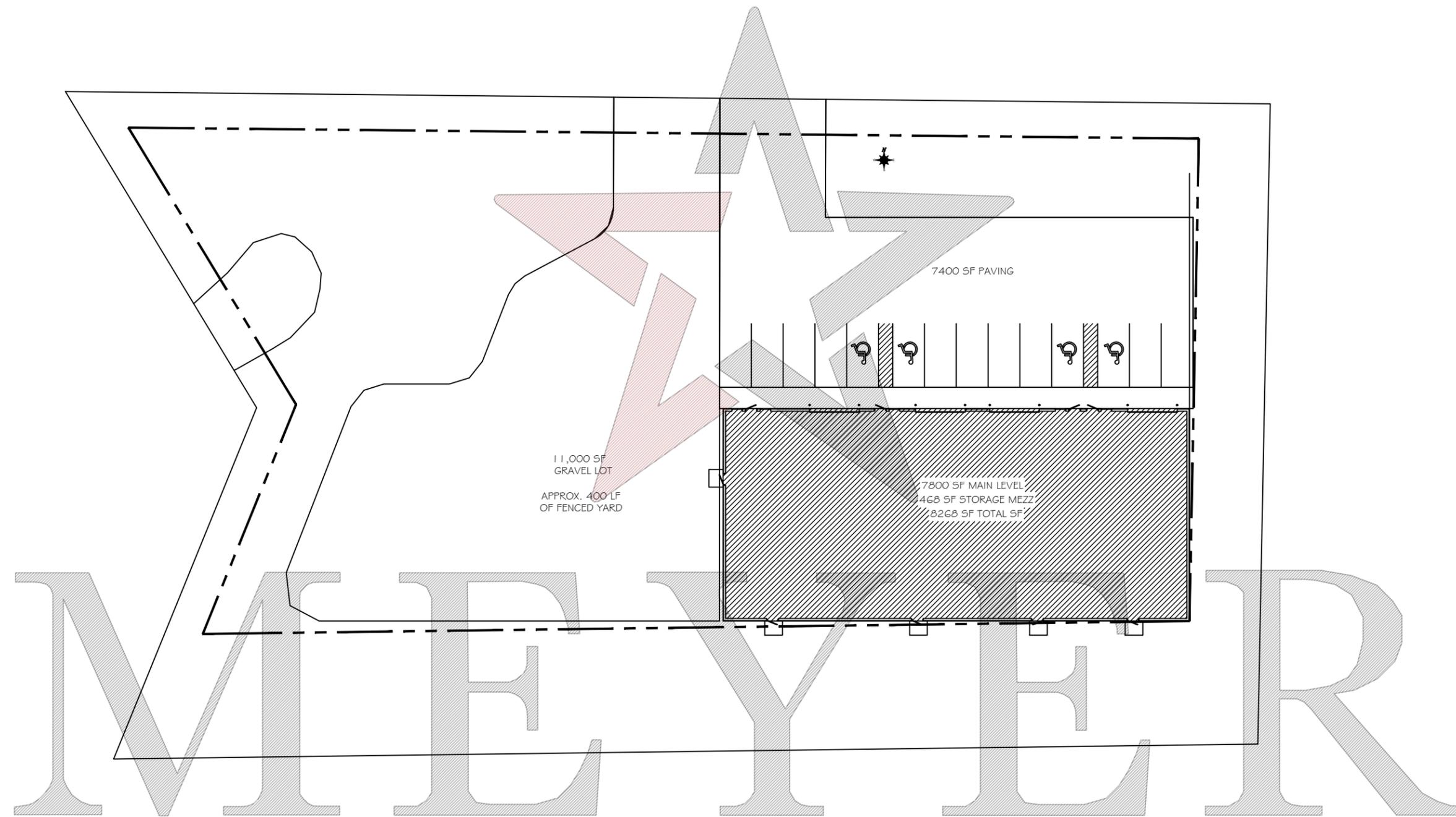


EXHIBIT D
PRELIMINARY SITE LAYOUT

Developer to supply prior to signed agreement is completed.

DRAFT





1 **SITE PLAN**
N.T.S.

BUILDINGS

REVISIONS	DATE	DESCRIPTION	BY

MEYER BUILDINGS, INC.
201 S. 4th St.
DORCHESTER, WI 54425
PHONE: 1-800-944-5409
WWW.MEYERBUILDINGS.COM



PROJECT: PHILLIPS ENTERPRISES
REPRESENTATIVE: DAVE P

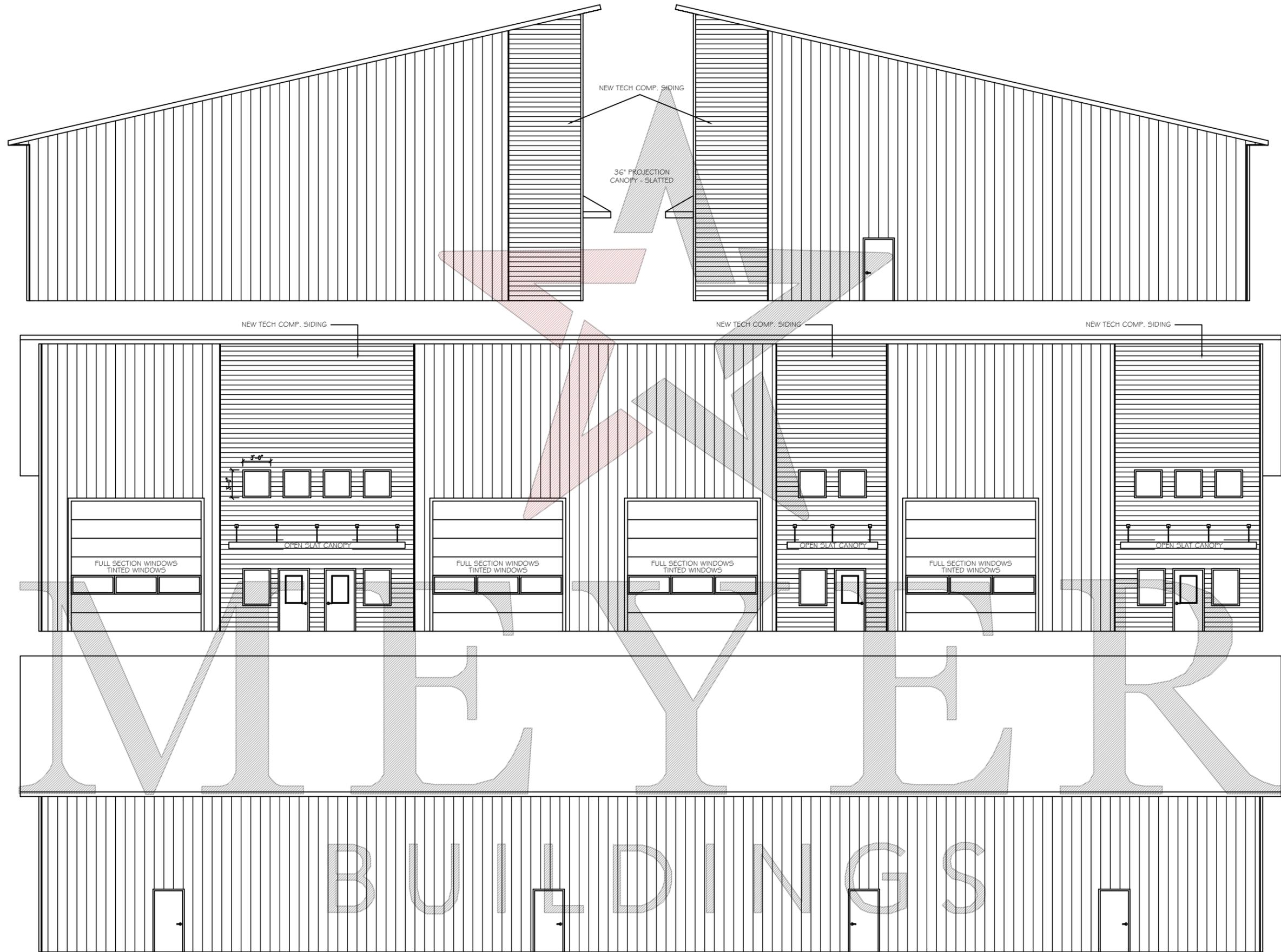
DRAWN BY:
JRM

SUPERVISED:
.

DATE:
12/29/25

PROJECT:

A1
SHEET 1 OF 4



REVISIONS	DESCRIPTION	DATE	BY

MEYER BUILDINGS, INC.
 201 S. 4th St.
 DORCHESTER, WI 54425
 PHONE: 1-800-944-5409
 WWW.MEYERBUILDINGS.COM



PROJECT: PHILLIPS ENTERPRISES
 REPRESENTATIVE: DAVE P

DRAWN BY: JRM

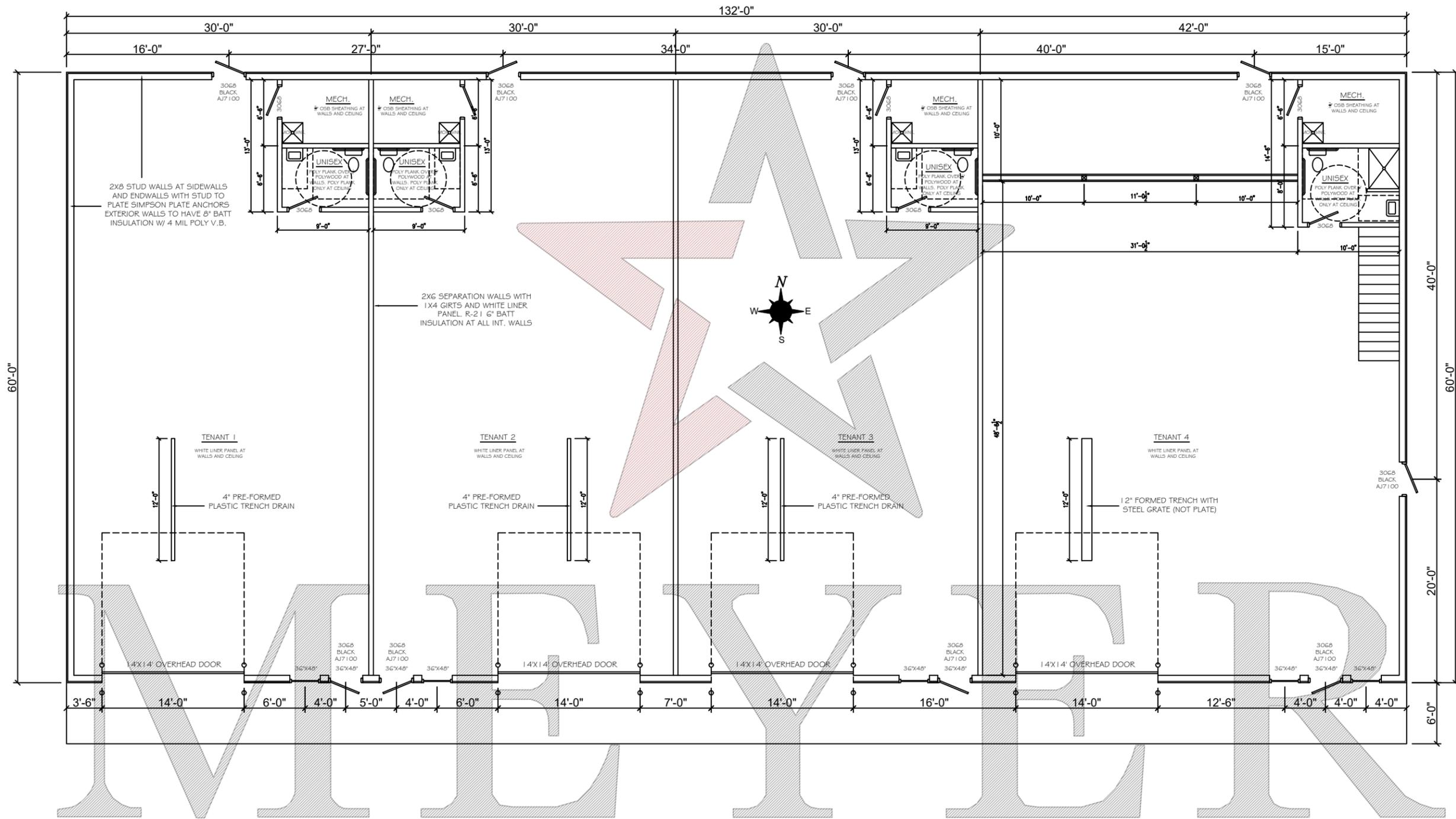
SUPERVISED: .

DATE: 12/29/25

PROJECT:

A2
 SHEET 2 OF 4

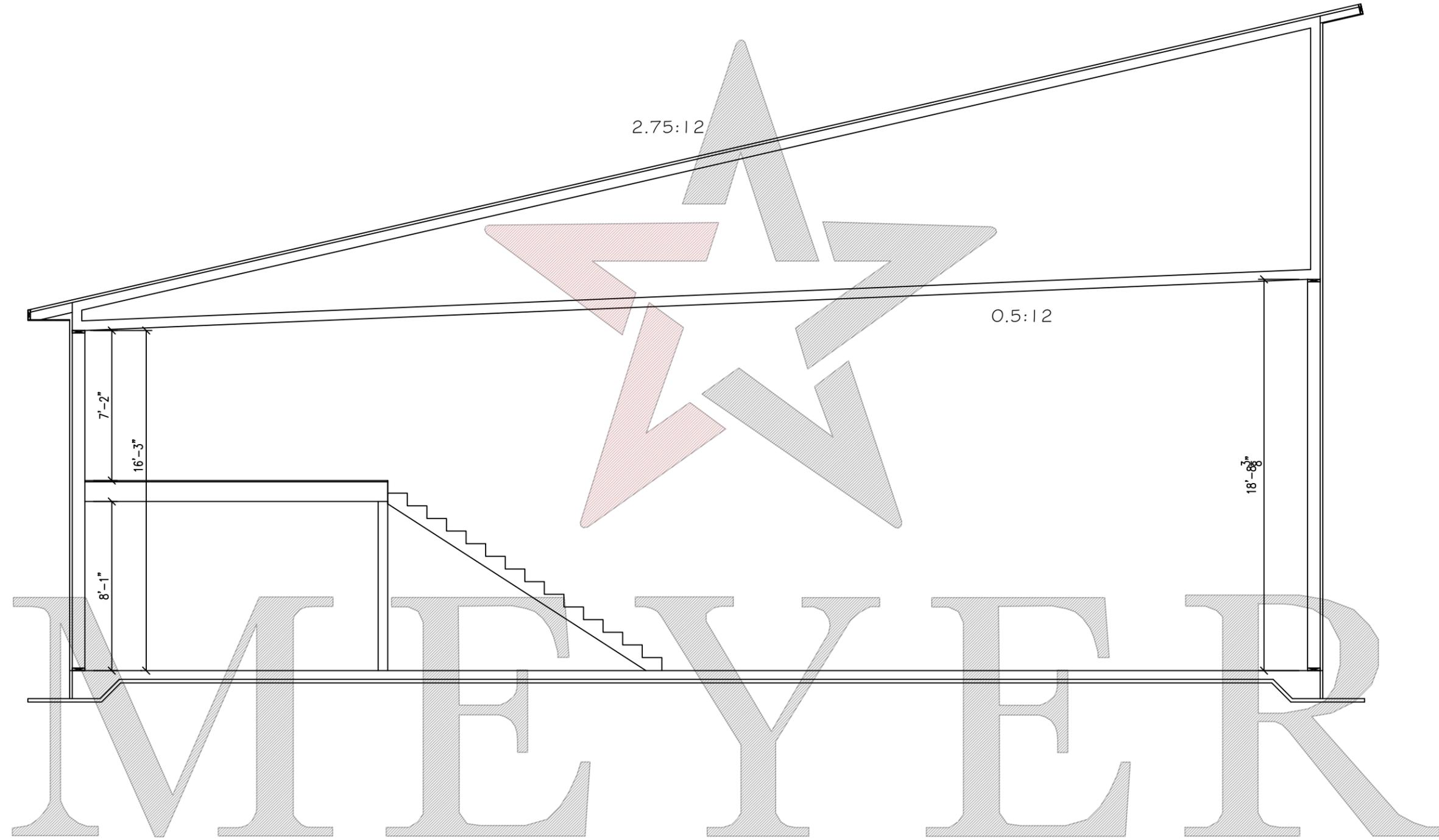
1 ELEVATIONS
 3/32"=1'-0"



1 FLOOR PLAN
3/32"=1'-0"

BUILDINGS

REVISIONS	
DESCRIPTION	BY
DATE	
MEYER BUILDINGS, INC. 201 S. 4th St. DORCHESTER, WI 54425 PHONE: 1-800-944-5409 WWW.MEYERBUILDINGS.COM	
PROJECT: PHILLIPS ENTERPRISES	REPRESENTATIVE: DAVE P
DRAWN BY: JRM	
SUPERVISED: .	
DATE: 12/29/25	
PROJECT:	
A3 SHEET 3 OF 4	



1 BUILDING CROSS SECTION
3/16"=1'-0"

REVISIONS	DESCRIPTION	DATE	BY

MEYER BUILDINGS, INC.
201 S. 4th St.
DORCHESTER, WI 54425
PHONE: 1-800-944-5009
WWW.MEYERBUILDINGS.COM



PROJECT: PHILLIPS ENTERPRISES
REPRESENTATIVE: DAVE P

DRAWN BY: JRM

SUPERVISED: .

DATE: 12/29/25

PROJECT:

A4
SHEET 4 OF 4

EXHIBIT E

CONSENT OF MORTGAGEE TO AGREEMENT

The undersigned, being the Mortgagee of the real estate subject to this AGREEMENT, by virtue of that certain Real Estate Mortgage from _____ to _____, dated _____, recorded _____, as Document No. _____ in the Register (“Prior Mortgage”), does hereby (1) consent to the terms of this AGREEMENT and (2) subordinate the Prior Mortgage to the AGREEMENT. The undersigned agrees that, in the event of default of the Prior Mortgage, any purchaser of the property described in the Prior Mortgage will take title to the same subject to this AGREEMENT as if this AGREEMENT had been recorded in the Register of Deeds, prior to the recording of the Prior Mortgage.

IN WITNESS WHEREOF, _____ has caused this instrument to be executed this _____ day of _____, 2026.

a Wisconsin banking corporation

By: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2026, the above-named _____, as the _____, to me known be the person and officer who executed the foregoing instrument and acknowledged that he/she executed the same as such officer of and under the authority of _____.

Printed Name:
Notary Public, State of Wisconsin
My Commission:

EXHIBIT F

_____, _____, _____, WISCONSIN

TELEPHONE: (____) ____-____

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

PLACE AND DATE OF ISSUE:
_____, WISCONSIN __/__/2026
WISCONSIN

DATE AND PLACE OF EXPIRY:
_____ IN MARATHON CITY,

APPLICANT:
PHILLIPS ENTERPRISE LIMITED, LLC
105 4th ST
MARATHON, WI 54448.

ADVISING BANK:

BENEFICIARY:
VILLAGE OF MARATHON CITY
311 WALNUT STREET
MARATHON, WI 54448

AMOUNT: USD \$ _____

PHILLIPS ENTERPRISE LIMITED, LLC HEREBY ESTABLISHES AND OPENS THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ IN FAVOR OF THE VILLAGE OF MARATHON CITY, MARATHON, WISCONSIN (THE "VILLAGE"), FOR THE ACCOUNT OF PHILLIPS ENTERPRISE LIMITED, LLC, A WISCONSIN LIMITED LIABILITY CORPORATION (THE "APPLICANT"), WHICH IS AVAILBLE AT SIGHT AGAINST PAYMENT UPON PRESENTATION OF THE BENEFICIARY'S DRAFT(S), UP TO THE TOTAL AMOUNT OF ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), DRAWN ON APPLICANT, AND BEARING THE CLAUSE "DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____." PARTIAL DRAWINGS ARE ALLOWED UNDER THIS LETTER OF CREDIT, BUT IN NO EVENT WILL THE AGGREGATE OF THE DRAWINGS EXCEED THE FACE AMOUNT OF THIS LETTER OF CREDIT AS RENEWED, EXTENDED, OR REPLACED UNDER THE TERMS OF THE AGREEMENT BETWEEN THE VILLAGE OF MARATHON CITY AND APPLICANT, DATED _____, 2026 (THE "AGREEMENT").

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST SIGHT DRAFT(S) PRESENTED TO US BY YOU AT OUR OFFICE AT _____, _____, OF _____, _____, WISCONSIN _____. EACH DRAFT SHALL BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. ORIGINAL OF THIS LETTER OF CREDIT; AND AMENDMENT(S), IF ANY.
2. YOUR DRAWING CERTIFICATE, DULY SIGNED BEFORE A NOTARY PUBLIC IN THE FORM OF EXHIBIT A ATTACHED TO THIS LETTER.

THE DRAWING CERTIFICATE SHALL HAVE ALL BLANKS APPROPRIATELY FILLED IN AND SHALL BE PRINTED ON YOUR LETTERHEAD, IDENTIFYING THIS LETTER OF CREDIT BY ITS NUMBER. WE SHALL NOT BE OBLIGATED TO VERIFY YOUR INQUIRY INTO ANY OF THE STATEMENTS SET FORTH IN THE DRAWING CERTIFICATE.

EXCEPT AS PROVIDED IN THE DRAWING CERTIFICATE, (1) DRAFTS ON THIS LETTER OF CREDIT MAY BE MADE AS SET FORTH ABOVE AT ANY TIME UNTIL THE EXPIRATION OF THE IRREVOCABLE LETTER OF CREDIT.

CONTINUED ON PAGE TWO WHICH FORMS AN INTEGRAL PART OF THIS LETTER OF CREDIT.

PAGE TWO WHICH FORMS AN INTEGRAL PART OF LETTER OF CREDIT NO. _____.

THE FACE AMOUNT OF THIS LETTER OF CREDIT SHALL AUTOMATICALLY REDUCE BY THE APPLICABLE REDUCTION AMOUNT OF ANY PARTIAL DRAW.

ALL DOCUMENTS PRESENTED TO US IN CONNECTION WITH ANY DEMAND FOR PAYMENT UNDER THIS LETTER OF CREDIT, WHETHER VIA MAIL, COURIER OR FAX PRESENTATION, AS WELL AS ALL NOTICES AND OTHER COMMUNICATIONS TO US IN RESPECT OF THIS LETTER OF CREDIT, SHALL BE IN WRITING AND ADDRESSED AND PRESENTED TO US AT THE AFORESAID ADDRESS, _____, _____ ATTENTION: _____, _____, _____, WISCONSIN _____ AND SHALL MAKE SPECIFIC REFERENCES TO THIS LETTER OF CREDIT BY NUMBER.

DEMAND FOR PAYMENT HEREUNDER MAY ALSO BE MADE IN THE FORM OF FACSIMILE TRANSMISSION OF THE DRAFT(S) AND DOCUMENT(S) REQUIRED HEREUNDER TO FACSIMILE NUMBER () - _____. YOU MUST CONFIRM OUR RECEIPT OF EACH TELECOPIED DRAWING BY TELEPHONING () - _____ AND IMMEDIATELY FORWARD TO US THE ORIGINAL DRAFT(S) AND DOCUMENT(S) BY COURIER SERVICE.

UPON THE PAYMENT TO YOU OR TO YOUR ACCOUNT OF THE AMOUNT SPECIFIED IN A SIGHT DRAFT DRAWN UNDER THIS LETTER OF CREDIT, WE SHALL BE FULLY DISCHARGED OF OUR OBLIGATION UNDER THIS LETTER OF CREDIT WITH RESPECT TO THAT SIGHT DRAFT AND WE SHALL NOT BE OBLIGATED TO MAKE ANY FURTHER PAYMENTS UNDER THIS LETTER OF CREDIT WITH RESPECT TO THAT SIGHT DRAFT TO YOU OR ANY OTHER PERSON.

THIS LETTER OF CREDIT MAY NOT BE ASSIGNED OR TRANSFERRED.

THIS LETTER OF CREDIT SHALL EXPIRE ON _____. (“EXPIRATION DATE”), UNLESS RENEWED, EXTENDED OR REPLACED. THE VILLAGE SHALL BE GIVEN WRITTEN NOTICE BY _____, _____, NOT LESS THAN FORTY-FIVE (45) DAYS, NOR MORE THEN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500 (THE “UNIFORM CUSTOMS”).

THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING, AND THAT UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS LETTER OF CREDIT, EXCEPT ONLY CERTIFICATES AND DRAFTS REQUIRED IN THIS LETTER AND THE UNIFORM CUSTOMS REFERRED TO IN THIS LETTER OF CREDIT.

WE AGREE THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED WITHIN THREE (3) BANKING DAYS BY US UPON DELIVERY OF THE DRAFTS AND THE CERTIFICATES SPECIFIED IN THIS LETTER OF CREDIT IF PRESENTED ON OR PRIOR TO THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

_____, 2026

BY: _____
AUTHORIZED SIGNATURE

DRAFT:

APPROVED FOR ISSUANCE AS DRAFTED

AUTHORIZED SIGNATURE

DATE

VILLAGE OF MARATHON CITY RECREATIONAL USE LICENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT

This Recreational Use License, Indemnity and Hold Harmless Agreement ("USE LICENSE") made this 13 day of January, 2026, by and between the Marathon Youth Softball, whose principal business is located at Marathon City, party of the first part, hereinafter referred to as LICENSEE, and Village of Marathon City, a Wisconsin municipal corporation, 311 Walnut Street, Marathon, Wisconsin 54448, party of the second part, hereinafter referred to as LICENSOR.

Name and Return Address:
Village of Marathon City
Attn: Village Administrator
311 Walnut Street
Marathon City, WI 54448

RECITALS

A. **WHEREAS**, LICENSOR owns real property described as follows 204 4th Street, Marathon Wisconsin 54448, Parcel PIN ID: 151-2806-064-1059 & 151-2806-064-1060 within the corporate limits of the Village of Marathon City conducive to providing recreational and community activities to the general public ("Veterans Park"); and

B. **WHEREAS**, LICENSOR also owns real property described as follows 304 County Road NN, Marathon Wisconsin 54448, Parcel PIN ID: 151-2806-082-0959 within the corporate limits of the Village of Marathon City conducive to providing recreational and community activities to the general public ("County Materials Sports Complex"). Collectively Veterans Park and County Materials Sports Complex may be referred to herein as "Parks"; and

C. **WHEREAS**, LICENSEE desires to utilize the Parks for the purposes of allowing athletic training and events for its participants, employees, and coaches as more fully set forth herein.; and

NOW, THEREFORE, in consideration of LICENSOR granting LICENSEE this USE LICENSE, and such other mutual covenants, agreements, and conditions set forth herein as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE**. LICENSOR does hereby grant unto LICENSEE, the license for the non-exclusive use of the Parks for athletic events and training of LICENSEE's participants, employees and coaches, subject to final scheduling confirmations and approval by LICENSOR.

2. **TERM**: The Term of this USE LICENSE shall be from 12:00 a.m. January 1, 2026 through 11:59 p.m., December 31, 2026, unless sooner terminated or extended as provided herein. LICENSOR may at its sole option terminate this USE LICENSE as to one of the Parks and/or both Parks. Provided LICENSEE is not then in default under the terms of this USE LICENSE, the USE LICENSE will be reviewed in December 2026 and a new USE LICENSE may be provided to LICENSEE. This USE LICENSE is terminable at will at the sole option and discretion of LICENSOR upon thirty (30) days written notice to LICENSEE, provided any amounts paid by LICENSEE to LICENSOR pursuant to this Agreement shall be returned on a pro-rata basis.

3. **CONSIDERATION**. LICENSEE shall pay to LICENSOR an annual "USE FEE" for use of the Parks as provided herein in the sum of One Thousand Nine Hundred Seventy Nine Dollars and 05/100 Dollars (\$1,979.05). Said USE FEE shall be due and payable to LICENSOR in two one-half (1/2) payments, the first on or before March 31st and the second on or before August 31st each calendar year.

4. REPAIRS AND MAINTENANCE. LICENSEE has inspected the Parks (including the existing improvements) and accepts the same "AS IS" in its current condition without any express or implied warranties by LICENSOR. LICENSOR expressly disclaims any warranties or representations regarding the physical condition of the Parks, entitlements, or the suitability of the Parks for purposes set forth in this USE LICENSE. LICENSOR, in its sole and absolute discretion, shall as reasonably necessary, perform all repairs by reason of structural defects and damages occasioned by the elements. Except as otherwise set forth herein, LICENSOR shall not be required to furnish any further services or facilities or to make any added repairs or alterations whatsoever in, about, or to the Parks, unless such repairs are made necessary by the intentional acts or negligence of the LICENSOR, its employees, in which the cost of such repairs shall be the responsibility of the LICENSOR. To the extent not caused by reasonable and ordinary wear and tear, LICENSEE will make all other repairs to the Parks and will promptly replace and repair all breakage, defacements and damages caused by anything other than structural defects and the elements. This provision shall include cleaning after activities or events in which LICENSEE is involved. Such repairs, maintenance and clean-up shall be subject to the approval of and must be acceptable to LICENSOR.

5. GENERAL RESPONSIBILITIES AND ADDITIONAL PROVISIONS: Responsibilities for specific tasks and set up shall be in accordance with the attached Addendum 1 to this USE LICENSE.

6. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and municipal laws, statutes, ordinances, codes, directives, rules, and regulations.

7. RESTRICTIONS ON PARK ALTERATIONS. The LICENSOR's written approval shall be required prior to LICENSEE constructing, placing or in any manner or fashion making any modifications, changes, or additions to the Parks (including all improvements thereon) as solely determined by LICENSOR who expressly reserves the right to impose additional restrictions on the uses granted by this USE LICENSE. LICENSEE shall use each of the Parks solely for the uses expressly set forth herein.

8. RESTRICTIONS ON USE: LICENSEE, along with its participants, employees, customers, and guests, shall be permitted to use each of the Parks for the purposes set forth herein except:

A. Marathon School Softball, Marathon Youth Softball/Youth Baseball and Marathon Travel Ball teams Restriction: LICENSEE acknowledges Marathon School Softball, Marathon Youth Softball, Marathon Youth Baseball, and Marathon Travel Ball teams (collectively, the "Youth Programs") are permitted to use each of the Parks. LICENSEE is permitted to use the Parks and schedule with LICENSOR any field on either of the Parks, and LICENSEE shall be awarded field availability in the following prioritized order:

1. Marathon School Softball
2. Marathon Youth Softball/ Baseball League
3. Marathon Travel Youth Baseball/Softball team

B. Marathon Fun Days Event Restriction: LICENSEE will not be permitted to use Veterans Park, unless approved in writing by LICENSOR, during the annual Marathon Fun Days Event. This annual event is Labor Day weekend and starts Friday through the weekend and ends Monday.

C. Farmers Market Restriction: LICENSEE shall be allowed to use the Veterans Park field and concession stand location during the Farmers Market scheduled event days. All other buildings and blacktop areas will not be allowed to be used by LICENSEE during the Farmers Market event days. This Farmers Market restriction above occurs annually from June 1st through October 31st, weekly on Thursdays, from 2:00 pm to 6:00pm.

D. "Knock MS Out Of The Park": LICENSEE will not be permitted to use Veterans Park,

unless approval in writing by LICENSOR, during the annual "Knock MS Out of the Park" weekend.

- E. Public Use Restriction: LICENSEE acknowledges that the Parks are public property owned by the LICENSOR. Under no circumstances shall LICENSEE allow any portion of the Parks to be locked up or prohibit "public use" when not reserved by LICENSEE. LICENSEE, by this USE LICENSE reserves the right to remove the public from using the field on scheduled practices, events or games, provided said Park is scheduled with LICENSOR 24 hours in advance of said event.
- F. Advertisement Restriction: LICENSEE acknowledges and agrees that LICENSOR has the exclusive right to all advertising on or in the Parks. LICENSOR shall receive all proceeds from such advertisements. LICENSEE shall not place or sell any advertisements on or in the Parks unless agreed to, in writing, by LICENSOR.

9. INSURANCE: LICENSEE, at its sole cost and expense, shall continuously maintain the full force and effect during the term of this USE LICENSE a policy or policies of insurance insuring the improvements against loss or damage by fire and extended perils and other perils with replacement cost and agreed amounts endorsements, and such other endorsements as may be reasonably required from time to time by LICENSOR.

In addition, during the term, LICENSEE, at its sole cost and expense, shall continuously maintain the full force and effect of this USE LICENSE commercial general liability and excess and/or umbrella liability policies against any loss, liability or damage on, about or relating to all or any portion of the Parks, with limits of not less than \$4,000,000.00 combined single coverage for bodily injury or property damage liability claims on an occurrence basis arising out of or in connection with LICENSEE use of the Parks.

10. PUBLIC LIABILITY INSURANCE: At its sole expense LICENSEE shall during the term hereof carry and maintain public liability insurance protecting LICENSEE and LICENSOR in a sum not less than \$250,000.00 for injuries to any one person, a sum of not less than \$500,000.00 for injuries to more than one person in any one accident, and insurance against property damage in a sum not less than \$50,000.00. LICENSEE and LICENSOR shall be insured against loss or damages and claim of any kind or nature.

11. RISK ALLOCATION.

- i. Immunity. LICENSOR is a governmental entity entitled to governmental immunity under law, including Wis. Stats. § 893.80. Nothing contained herein shall waive the rights and defenses to which LICENSOR may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. § 893.80 or any subsequent amendments thereof.
- ii. Responsible for Own Actions. LICENSOR and LICENSEE shall bear the risk of its own actions, as it does with its day-to-day operations.
- iii. Employee Claims. The employees of LICENSOR and LICENSEE shall be covered by his or her employing entity for purposes of worker's compensation, under Wis. Stat. Ch. 102 and unemployment insurance and benefits under Wis. Stat. Ch. 40. Both parties waive subrogation rights each may have against the other party for claim payments under Wis. Stat. Ch. 102.
- iv. Survival of Obligations. The obligations set forth in this paragraph shall survive the termination or expiration of this USE LICENSE.

12. ASSIGNMENT. This USE LICENSE may not be assigned by LICENSEE. Any attempted assignment shall void this USE LICENSE.

13. LICENSE TERMINABLE AT WILL. This USE LICENSE is terminable at will at the sole option and discretion of LICENSOR upon thirty (30) days written notice to LICENSEE.

14. SIGNAGE. LICENSEE may provide signage, upon the express written approval of LICENSOR, designating usage allowances. Upon the termination of this USE LICENSE, LICENSEE shall forthwith remove all such signage from the Parks without damage or injury to it. LICENSEE'S failure to remove said structures and improvements within thirty (30) days of termination shall be deemed abandonment of the same and LICENSEE consents that the same may be removed and disposed of by LICENSOR as it solely determines.

15. IMPROVEMENTS BY LICENSEE. LICENSEE at its sole expense, shall keep and maintain the improvements in good and safe condition at all times. LICENSEE, at its sole expense, shall within a commercially reasonable period of time, repair any damage to the Parks (including all improvements thereon) that have been caused by LICENSEE, invitees, guests, or any of its agents, contractors or employees or that arises out of the presence of use of either of the Parks by LICENSEE; provided, however, that if LICENSEE fails to repair, LICENSOR may in its discretion elect to undertake the repair of such damage and, in such event, LICENSEE shall reimburse LICENSOR for the cost of such repair within fifteen (15) days after receipt of a written invoice therefor from LICENSOR.

16. LICENSEE'S OBLIGATIONS. In addition to the other obligations stated herein, LICENSEE agrees to assume all obligations, liability, and responsibility with regard to any activity or improvement of whatever type by LICENSEE or its employees, agents, officers, directors, guests and invitees, upon the premises.

17. ENTRY. LICENSOR, its agents, contractors, or employees may enter either of the Parks at any time.

18. INDEMNITY AND HOLD HARMLESS COVENANT. LICENSEE hereby agrees to save harmless and indemnify LICENSOR, its employees, agents, officers, guests and invitees, from and against any and all claims, loss, damages, injury and liability, known or unknown, whether to any property or person whatever, including reasonable attorneys' fees, expenses and costs, however and by whomever caused, including the public, but excluding LICENSOR, its employees, agents, officers, directors, resulting from, arising out of, or in any way connected with any activity or improvements, of whatever type by LICENSEE upon the Parks, and/or in any way in connection with, relate to, or arising from this USE LICENSE.

19. AMENDMENT AND MODIFICATION. This USE LICENSE may be amended, modified, or supplemented only by the written agreement of LICENSOR and LICENSEE.

20. NOTICE. All notices, requests, consents, approvals, and other communications required or permitted shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at the party's address as set forth hereinabove. Either party may change its address for notice by providing written notice to the other party.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision of this USE LICENSE shall not affect the other provisions herein and this USE LICENSE shall be construed in all respects as though all such invalid or unenforceable provisions were omitted.

22. EFFECT OF WAIVER. The waiver by either party of a breach of any provision of this USE LICENSE shall not operate as or be constructed as a waiver of any subsequent breach hereof.

23. COUNTERPARTS. This USE LICENSE may be executed in counterparts, each of which

shall constitute an original, and all of which together shall constitute one document. Facsimile signatures, or signatures sent via electronic mail or in "PDF" format shall be binding upon the parties.

24. NO RIGHTS BY PRESCRIPTION. Neither LICENSEE's use of the Parks or the placement of improvements shall operate to create any rights in the same except as expressly set forth herein. LICENSEE, for itself, successors and assigns hereby forever waives and disclaims any and all claims to prescriptive rights in either of the Parks. LICENSEE shall perform such acts or deliver such instruments as LICENSOR may from time to time determine necessary or advisable to prevent the creation of any such rights.

25. INCORPORATION OF RECITALS. The Recitals are hereby incorporated into this USE LICENSE as if they were specifically identified herein.

26. ENTIRE AGREEMENT. This USE LICENSE contains the entire agreement of the parties hereto and there are no oral understandings with respect to this matter.

IN WITNESS WHEREOF, the parties hereto have executed this USE LICENSE as of the year and date set forth above, and by so signing, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute the same on their behalf.

Marathon Youth Softball

(LICENSEE)

VILLAGE OF MARATHON CITY
MARATHON COUNTY, WISCONSIN
(LICENSOR)

By: Jared Seubert 1-13-26
JARED SEUBERT

Attest:

By: _____
Kurt Handrick, Jr., President

Attest:

By: Brian Keldauski 1-13-16
Brian Keldauski

By: _____
Cassandra Lang, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

Personally came before me this 13th day of Jan. 2026, the above-named, Jared Seibert and Brian Kaldunski, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such.



Cassandra Lang
_____, Notary Public
State of Wisconsin
My Commission Expires: 1/21/2027

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

Personally came before me this _____ day of _____ 202__, the above-named, Kurt Handrick, Jr and Cassandra Lang, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village of Marathon City's authority.

_____, Notary Public
State of Wisconsin
My Commission Expires: _____

This instrument drafted by:

Shane J. VanderWaal, Esq.
VanderWaal Law, S.C.
226411 Rib Mountain Dr., Ste. 2
Wausau, WI 54401

ADDENDUM #1
GENERAL RESPONSIBILITIES

SOFTBALL AND BASEBALL

-
- Prepare and line fields for game use as needed.
 - Drag infield sand for game ready use as needed.
 - Report inventory of all beverages sold from concession stand to Village after games and events. Pay Village Invoice at Village Cost price for Village beverages sold.
 - Report to Village bathroom supplies needed.
 - Pick up trash from dugouts, stands, and fence before and after practice, games or events
 - Empty trash bins into large garbage bin before and after practice, games or events.
 - Rake pitcher's mounds and home plate, batter's box and catcher's area after all practices and games.
 - Turn off all lights and lock up restrooms, concession stands, and scoreboards
 - Place scoreboard control panel in equipment closet after practice, games or events.
 - Report to Village any maintenance concerns immediately.

VILLAGE

- Maintain scoreboard
- Drag infield sand during week to keep weeds from establishing
- Maintain concession stands, bathrooms and dugouts
 - bathroom supplies as needed
 - Order replacement beverages as reported by School and send invoice at Village cost of replacement beverages.
- Maintain lighting
- Maintain bleachers
- Mowing the lawn
- Each spring the Village will meet with the coaches and demonstrate proper field maintenance.

Softball and Baseball:

1. The Village and/or the School Athletic Director shall have the authority to coordinate and make the final determination regarding field playability. While the Village will make reasonable efforts to allow scheduled games to proceed, all parties acknowledge the potential risk of field damage and the significant time required for repairs if such damage occurs.
2. Bathrooms will be available approximately May 1 in a given year and may open earlier depending on weather conditions. When bathrooms are not available for use due to weather conditions, the provision of a port-a-potty will be arranged by the Village and/or District

GENERALLY:

The _____ shall designate one person to contact regarding this USE LICENSE for field use and conditions, and any other matters which are the subject to this USE LICENSE. That contact person shall be the exclusive contact with the Village in relation to all matters covered by this this USE LICENSE. The school shall provide the address and phone number of said contact person to the Village.

ADDENDUM #2
2026 MARATHON CITY BALL PARKS PRICE ESTABLISHMENT

2026 Cost Overview – Marathon City Parks

What's Included in the Cost:

- Unlimited practice sessions on any Marathon City-owned Parks.
- No additional charges for extra games beyond the scheduled ones in 2026.
- Concession Stand, Bathroom, Batting Cage, and Ball Fields

Pricing Basis:

- Based on 2025 scheduled games played in Marathon City.
- Designed to fairly distribute costs for supplies used across all groups.
- Mowing costs are 100% subsidized for 2026 by the Village Board.
 - A stepped approach will be used in future years to gradually recover some of these additional costs. It will be in coordination with the groups involved and the Village Board.

Important Notes:

- **2027 pricing will change** based on actual use played in 2026 and 2027 Budget.
- **Travel Ball Teams:**
 - Pricing assumes 4 teams with one tournament (6 games) each.
 - No extra charge for additional games or tournaments.
 - Typically involve more practice sessions than other groups.
- **New Travel Teams added in 2026:**
 - Will reduce the Trave Team rate per-team to equal the Travel Ball Total amount in chart below.
 - Changes in team numbers may affect rates for all teams in 2027.

2026 Game Charges by Team			
	2025 Games Played	Rate	2026 Charge
American Legion Sponsored Total	76	\$164.92	\$12,533.95
T-Ball - Friday Evenings	12	\$164.92	\$1,979.04
Minor Boys	18	\$164.92	\$2,968.57
Major Boys	20	\$164.92	\$3,298.41
Minor Girls	9	\$164.92	\$1,484.28
Major Girls	9	\$164.92	\$1,484.28
Jr/Sr High School Girls Legion Softball	8	\$164.92	\$1,319.36
HS WIAA - HS Softball Total	18	\$164.92	\$2,968.57
JV Home	9	\$164.92	\$1,484.28
Varsity Home	9	\$164.92	\$1,484.28
Travel Ball Total	24	\$164.92	\$3,958.09
Travel Youth Baseball Team 1	6	\$164.92	\$989.52
Travel Youth Baseball Team 2	6	\$164.92	\$989.52
Travel Youth Baseball Team 3	6	\$164.92	\$989.52
Travel Softball Team 1	6	\$164.92	\$989.52
Additional Travel Teams if added in 2026		\$164.92	\$989.52
Total Games by 3 groups above	118	\$164.92	\$19,460.60

* Split 50/50 Travel Youth Softball & Travel Youth Baseball
 \$1,979.05 each

2026 Budget – Veterans Park & County Materials Sports Complex (Group Charges)		
Category	9/29/25 Projected Year-End	2026 Budget
Water & Sewer	\$5,212.16	\$5,308.00
WPS	\$3,438.79	\$3,577.60
Harters Fox Disposal	\$935.66	\$1,900.00
Plumbing Services	\$500.00	\$500.00
CINTAS – Bathroom Supplies	\$1,546.65	\$2,500.00
Park Miscellaneous Items (fertilizer, bags, faucet, etc.)	\$1,880.46	\$5,000.00
Equipment Maintenance (trimmer, drag, lawn mowers)	\$2,394.36	\$3,000.00
Grass Cutting – Employee Wages (excluding benefits)	\$14,865.74	\$16,866.75
Subsidized Mowing Cost (Village covers 100%)	\$0.00	\$0.00
Village Total Ball Park Budget	\$30,773.82	\$38,652.35
Ball Group Total Expenditures	\$15,908.08	\$21,785.60
Advertisement/Sponsorship Revenue	\$0.00	\$0.00
Park Rental Revenue (Farmers Market & Marathon Fun Days)	\$0.00	\$2,325.00
Total Charge to Groups (Expenses – Revenue)	\$15,908.08	\$19,460.60