

GREEN INFRASTRUCTURE AGREEMENT

AGREEMENT

THIS GREEN INFRASTRUCTURE AGREEMENT ("**Agreement**") is made as of _____, 2023 (the "Commencement Date"), by and among the City of Milwaukee ("**Landowner**"), a municipal corporation of the State of Wisconsin, located at 200 East Wells Street, Milwaukee, WI 53202, and Fresh Coast Capital, LLC d/b/a Greenprint Partners, a Delaware limited liability company, for itself and for Greenprint Partners Related Parties (as defined below) (together hereinafter "**Greenprint**"), whose address is 17 N. State Street, Suite 1400, Chicago, IL 60602.

Article I: RECITALS

A. Greenprint is a mission-driven company with a track record of partnership with cities and neighborhood organizations creating productive uses of underutilized property that provide environmental, economic and social benefits. Greenprint seeks to develop projects that individually and collectively advance:

- i. *Shared Prosperity* - improve economic outcomes for residents, neighborhoods, local business and local government
- ii. *Environmental Restoration and Resiliency* - create improvements in water, soil, air and habitat quality while helping communities manage stormwater
- iii. *Strengthened Community* - increase pride and engagement among community members

B. Landowner is a municipal corporation organized under the laws of Wisconsin.

C. Greenprint will develop and submit a proposal, concept designs and associated planning documentation, in coordination with Landowner on a green infrastructure project, with specific compliance for the Milwaukee Metropolitan Sewerage District ("**Program Administrator**") Fresh Coast Green Communities Program ("**Program**").

D. Together, Landowner and Greenprint envision a green infrastructure project on Landowners property that embraces multi-benefit strategies for enhancing the existing site's stormwater management.

E. The primary goals that Landowner and Greenprint intend to achieve with the implementation of this Agreement are to develop the submitted project to Program Administrator, with their approval and any resulting award of funding, pursuant to the Program. In addition, there may be additional ancillary benefits from this Agreement such as:

- i. Provide Landowner with stormwater management solutions onsite and mitigate offsite runoff;
- ii. Generate positive economic, environmental and social improvements for the Landowner and community by developing green infrastructure projects;

- iii. Engage in dialogue with the Landowner’s stakeholders and community to foster project alignment with Landowner’s goals.

F. Greenprint will serve as the environmental and green infrastructure project developer and administrative lead to interface with the Program Administrator before and during the implementation of the Project (as defined below) and for the first five years of maintenance (establishment period) after completion of construction. Landowner’s responsibilities will include the ongoing operations and maintenance of the Project after the five year establishment period and associated reporting requirements. In partnership, Greenprint will support, consult and educate Landowner to develop the necessary processes for ongoing maintenance and reporting prior to completion of this agreement.

Article II: AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, mutual obligations of the parties hereto, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

Recital Incorporation

The recitals set forth above are incorporated into and made a part of this Agreement.

Impact and Community Engagement

A. Project Impact Goals. Greenprint will work with partners, including Landowner, to install green infrastructure that intends to produce co-benefits and creates community engagement opportunities. The Project to be implemented under this Agreement is a green infrastructure project as more fully described in Exhibit A hereto (“**Project**”). The Project impacts will be refined during the Proposal and submittal process, and if the Proposal is accepted by the Program Administrator, be further refined as defined in Exhibit A – Full Project Scope of Work. Exhibit A may be modified by the parties from time to time prior to final submittal of the Proposal to comport with the evolution of the Project Impact Goals throughout the design process. Thereafter, Exhibit A shall correspond to the approved Proposal and changes required by the Program Administrator, if any. The final Exhibit A Project Plan must be approved by Landowner.

B. Community Meetings. During the term of this Agreement, Greenprint and its team members will share information and solicit community and stakeholder input, with permission, direction and support of Landowner. Input will be requested on the Project goals, strategies and design elements through community meetings, or similar input and feedback mechanisms, as deemed desirable by and hosted by Landowner.

C. Community Engagement and Education. Landowner will cooperate with Greenprint to leverage the planning, construction and/or presence of the assets to be built under this agreement in order to positively impact the community. This may take any form mutually agreeable to Greenprint and Landowner, which is to be presented by Landowner, and may include activities like community meetings, workshops, discussion groups, distributed educational materials, public events that highlight the Project, and any other form Greenprint and Landowner may select. During the term of this

Agreement, Greenprint and its team members will support Landowner to design and implement chosen activities by providing consultation and access to resources developed by Greenprint at Greenprint's sole discretion. The parties hereto, understand and agree that Landowner may have certain requirements for the use of Landowner's Property, or portions of Landowner's Property that must be complied with, and may limit the use of some or all of Landowner's Property for the Project. Greenprint will cooperate with Landowner in planning a proposed Project, and shall only utilize such portions of Landowner's Property that are intended to both meet the requirements of the Project, and will allow Landowner to continue with its intended uses of the remaining part of Landowner's Property.

D. Marketing. Greenprint and its team members will document the Project progress and completion, and reserve the right to utilize the documentation for the purposes of developing company marketing materials and representative case studies, with case study content to be approved by the Landowner.

Project Types and Maintenance

E. Greenprint will develop the Project as proposed in the submitted Proposal and based upon final approval, as proposed in Exhibit B – Submitted Project Proposal, and further detailed in Exhibit A – Full Project Scope of Work, and shall receive all grant funds and any other incentives relating to the Project .

F. The Project to be implemented under this Agreement is to be carried out, in whole or in part, on Landowner's property, which property is described in Exhibit C – Property Description ("Property"). Areas of the property specifically identified as unavailable to Greenprint for construction of green infrastructure and associated construction activities are identified on Exhibit C. Throughout the course of the project, the limits of the site required for construction of green infrastructure (including any necessary construction staging or storage areas) will be identified by Greenprint and approved by Landowner. During the term of this Agreement, Greenprint may identify further and additional potential projects for Landowner's Property, which it may, but is not required to, propose to Landowner by way of a separate agreement.

G. Following completion of the Project (inclusive of the five year establishment period) and subsequently this Agreement, Landowner will be responsible for the ongoing operations and maintenance and ensure compliance with all applicable requirements of the Program, including entering into an easement with Program Administrator, as shown in Exhibit D - Limited Term Conservation Easement. Greenprint will support the development, education and supporting documentation of these requirements during the term of this Agreement and support the transition by providing all relevant project documents to the Landowner and conducting an on-site training of Landowner's staff in the proper care and maintenance of the green infrastructure at the completion of the establishment period. Greenprint will also assist Landowner with identification of a qualified operations and maintenance provider, if Landowner elects to utilize a third party contractor to meet the requirements and specifications necessary to maintain the green infrastructure Project.

Identification of Project Location

H. Landowner and Greenprint will work cooperatively to secure and designate an appropriate location on the Property for the green infrastructure installation, as proposed in Exhibit B – Submitted Project Proposal, and further detailed in Exhibit A – Full Project Scope of Work. Landowner will authorize Greenprint to construct the Project at the site and provide access and all necessary rights

with respect to the Property and associated facility utilities, as required to effectively implement the Project.

Right to Conduct Property Due Diligence

I. Simultaneously with the execution hereof and at all reasonable times hereafter, Landowner shall provide or make available to Greenprint and its team members, or support Greenprint's acquisition of, any of the following in Landowner's possession or control relating to the proposed Project site and Property:

1. Copies of all plans, historical maps or aerial photos of the Landowner's Property;
2. Copies of all written notices of any zoning, safety, building, fire, environmental, health code or other violations not cured prior to the date hereof;
3. Any available data files including: site utilities; parcel and easement boundaries; aerial imagery; topography and/or other elevation data; and other utility mapping (water, gas, electric, telecommunications);
4. All information, including as-builts regarding the locations and design of structures, fixtures or equipment known to the Landowner including storm and sanitary sewers in or near the potential Project site;
5. Copies of all existing environmental reports and surveys, and geotechnical reports or soil boring logs in Landowner's possession or control;
6. Copies of any documents and materials related to ownership, title, easements, mortgage, liens, other burdens, and other rights in and to the Property; and
7. Other items related to the Property as Greenprint may reasonably request.

J. While this Agreement remains in effect, during normal business hours and after twenty four (24) hours' prior advance notice, Landowner shall afford Greenprint, its team members, contractors, agents, and representatives (the "Greenprint Team") access to the Property and the right to conduct environmental, soil and other tests and to inspect structural and physical condition of any improvements, the mechanical, plumbing and utility systems, together with all other aspects of the proposed Project. Provided, if the Greenprint Team enters upon such Property(s) pursuant to the terms hereof, Greenprint shall restore the Property to effectively the same condition that existed prior to Greenprint Team's entry. Upon Greenprint's request, Landowner will review and approve within three (3) business days any proposed geotechnical testing locations and topographic survey prior to the Greenprint Team conducting such investigation or survey. Failure to respond timely shall be deemed approval hereunder.

K. Greenprint agrees to indemnify and hold Landowner, its officers, directors, and employees, harmless from all damages caused to any person or the real Property by entry onto the Property to the extent caused by any malicious or negligent acts or omissions of the Greenprint Team. The Greenprint Team's entry upon proposed Property shall be conducted as to not materially interfere with Landowner's use of the Property. Landowner shall, at no cost to Greenprint, reasonably cooperate in all respects with the Greenprint Team in connection with the tests and inspections. Greenprint shall

maintain general liability and/or umbrella coverage of \$1,000,000 at all times during which the Greenprint Team enters the Property to conduct any inspection and shall name Landowner as an additional insured.

L. Notwithstanding anything contained herein to the contrary, if a portion of Property is designated hereunder as protected reserved property (“Reserved Property”), Greenprint shall not be required to take control of, or responsibility for such Reserved Property under this Agreement and shall not be obligated hereunder with respect to such Reserved Property. Greenprint shall have the right to reject all or part of the Property or Project site location without cost, penalty or further obligation hereunder if Greenprint determines in its sole, reasonable judgment that such Property is not suitable for a project hereunder. Following such determination, and if no other on site location or part of the Property is determined suitable, this Agreement shall be terminated at no cost, penalty or further obligation to Greenprint.

Land Control During Project Operation

M. Land Control. The Greenprint Team is granted the right to occupy, control, use and make Project-related alterations to the accepted Project site location on the Property for any lawful purpose relating to the Project submission and the development of the Project. Landowner shall have the right to enter to inspect the property but shall not in any way interfere with or impede the Greenprint Team’s activities on the property and shall repair and/or replace any damage done during its entry or presence on the property.

N. Operations. It is understood that Landowner may monitor the ongoing work of Greenprint at the Property but that such work and associated construction operations shall be Greenprint’s responsibility in delivering the Project in compliance with the Program.

O. Environmental Contingency. Landowner acknowledges that Greenprint is neither responsible, nor liable, for the existing environmental condition of Landowner’s Property. Except as provided herein, neither Landowner nor Greenprint makes any representations or warranties of any kind concerning the condition of the Property at the time that this Agreement takes effect. Landowner represents and warrants that it has provided to Greenprint all reports, data and information regarding the environmental condition, and contamination, of Landowner’s Property in its possession or control. Landowner agrees to indemnify and hold Greenprint harmless from any fines, losses, damages, costs (including reasonable attorney fees actually incurred by Greenprint in its defense), penalties or liability arising out of the environmental contamination of the Landowner’s Property; (i) occurring before the Commencement Date; (ii) occurring after the Commencement Date, except to the extent that such environmental contamination was caused by Greenprint, and (iii) that was, or is, migrating into, onto or under the Property from a source(s) other than the Property.

P. Approval Contingency. If Greenprint is unable to obtain all governmental approvals for zoning, code variances or licenses and permits needed for Greenprint to conduct the Property Due Diligence within ninety (90) days after the Commencement Date, then, Greenprint may, by written notice to Landowner delivered within five (5) days after the expiration of the aforesaid ninety (90) day period, either:

- i. terminate this Agreement, with neither Party having any liability to the other; or
- ii. extend such period until the date that is the (10) days after all governmental

authorities have made final decisions relative to all such governmental approvals and the time periods for appealing such final decisions have expired, and if Greenprint is still unable to satisfy the contingencies set forth in this Article II (P) at any time after such extension, Greenprint may terminate this Agreement and neither Party shall have liability to the other.

Q. Approval Contingency. Should Program Administrator decline approval of the Proposal, or provide approval for less than the total project cost, both parties may jointly pursue one of the following options:

- i. Greenprint and Landowner may mutually resize the project to match the approval amount subject to Program requirements and any required additional Program Administrator approvals. Greenprint and Landowner must reach agreement to resize the project within sixty (60) days of the Program approval notification and Landowner will not be liable for any of Greenprint's costs expended during this period.
- ii. Landowner may elect to pay for all or a mutually agreed portion of the difference between the approved amount and the original project cost submitted to Program Administrator in the Project Proposal. Landowner and Greenprint must reach agreement to have Landowner pay for all or a mutually agreed portion of the difference between the approved amount and the original project cost submitted to Program Administrator for approval within thirty (30) days of the approval notification.

If Greenprint and Landowner fail to reach agreement on either i. or ii. within sixty (60) days of the notice of approval, then the Agreement shall terminate upon the sixtieth (60th) day following notice of approval, with neither Party having any liability to the other.

R. Landowner Duties/Cooperation. Landowner shall cooperate with Greenprint in connection with any zoning variances and/or special use permits required to issue the Landowner's Property for the purposes outlined in this Agreement. Following execution of this Agreement and Project Proposal approval by Program Administrator, Landowner shall not take any actions that would impair, impede, prevent or harm Greenprint's delivery of this Agreement and any Projects thereon. Each Party shall cooperate, and execute and deliver such other and further documents or perform such acts as may be reasonably requested by the other, to confirm, consummate and/or effectuate the transaction evidenced hereby and the terms of this Agreement including, but not limited to, supporting and assisting with the securing of permits and approvals for the intended Project. Landowner will:

1. Have a representative designed as a main point of contact for Project communications and associated coordination needs. The designated representative should have the ability to attend: (a) a Project kickoff meeting; (b) design review meetings; and (c) weekly construction meetings, and to represent Landowner at the mutually agreed upon community/stakeholder engagements in coordination with Greenprint;
2. Review and comment on all designs, engineering and draft reports provided by Greenprint within five (5) business days;

3. Cooperate with and assist Greenprint in complying with the terms and requirements of the Program;
4. Support the Project approvals with Program Administrator or other regulatory authorities having jurisdiction over the Project; and
5. Cooperate with Greenprint in meeting all requests of equity or debt financing parties relating to the Project and this Agreement.

Notwithstanding anything contained herein to the contrary, Landowner agrees that if it requests any changes to a plan, design, or construction of the Project under this Agreement, such changes may be subject to the review and approval of the Program Administrator and other jurisdictions having authority over the project. Any associated fees that may not be eligible for reimbursement through the Program, or other designated funding sources, will be the sole responsibility of Landowner and owed to Greenprint upon agreement of the scope of the change and subsequent invoicing for the work completed.

S. Compliance with Laws.

1. Greenprint shall use the Landowner's Property in accordance with the terms of this Agreement and otherwise in such a manner as will not constitute a public or private nuisance. Greenprint shall not take any action that will materially diminish the value of any part of the Property (normal wear and tear excepted), nor permit any waste on the Property, except as may be required by the Project. Greenprint, at Greenprint's sole cost and expense, shall comply with all of the requirements of all municipal, state, and federal statutes, laws, regulations, requirements and orders now in force, or which hereafter be in force, including but not limited to environmental laws (collectively the "Laws and Regulations"), in connection with the Project and its use of the Property.

2. Greenprint shall be responsible, at its sole cost and expense, for obtaining any consents, permits, accreditations, and licenses required to perform the scope of work and install and maintain any equipment used in connection with the Project; provided, however, that Landowner shall cooperate, at no cost to Greenprint and in all reasonable respects, with Greenprint in order to accomplish the same.

T. Repair, Maintenance and Removal. Greenprint, at Greenprint's sole cost and expense, shall not damage the Landowner's Property, surrounding land or any structures, fixtures or equipment thereon during the design and construction of the Project. Landowner shall be responsible for all ongoing maintenance activities following completion of the establishment period and subsequently this Agreement. This shall include all surface features and private sewers in accordance with the Maintenance Agreement.

Waiver of Claims; Indemnification.

U. Greenprint, for and on behalf of itself and its officers, directors, shareholders, partners, members, managers, employees, contractors and agents, and the heirs, legal representatives, successors and assigns of all of the foregoing (collectively, the "Greenprint Related Parties"), assumes sole and entire responsibility for any and all loss of life, injury to persons or material damage to Property (wherever such Property may be located) that may be caused by any malicious or negligence activities, operations or use of the Property by Greenprint or Greenprint Related Parties, including without

limitation any malicious or negligence activities, operations or use in connection with the work to be performed to construct the approved Project ("Permitted Uses"). Other than with respect to claims or damages to the extent caused by the action or inaction of Landowner or any party other than Greenprint Related Parties, Greenprint hereby releases Landowner, its officers, directors, shareholders, partners, members, managers, employees, and agents, and the heirs, legal representatives, successors and assigns of all of the foregoing (collectively, the "Landowner's Related Parties") from, and waives all claims, including for damages to person or property, sustained by Greenprint, any of the Greenprint Related Parties, or by any other person or entity, resulting directly or indirectly from Greenprint's or any Greenprint Related Party's use of the Landowner's Property or Permitted Uses including, without limitation, any act or neglect of any Greenprint Related Party in or about the Landowner's Property.

V. Other than with respect to claims or damages to the extent caused by the action or inaction of Landowner or any party other than Greenprint Related Parties, Greenprint and Greenprint Related Parties shall indemnify, defend, and hold harmless Landowner and the Landowner Related Parties from and against any and all claims, actions, obligations, notices of violation, notices of liability, judgments, damages, liability, cost and expense, including reasonable attorneys' fees, arising from or related to:

1. any occurrence in, upon or at the Landowner's Property (including loss of life, personal injury and/or damage to property including, but not limited to, any environmental contamination caused or exacerbated during the term of this Agreement) caused by Greenprint or Greenprint Related Parties or Greenprint's invitees,
2. the occupancy or use by Greenprint or Greenprint Related Parties of the Landowner's Property or any part thereof,
3. Greenprint's or Greenprint Related Parties' failure to comply with any provision of this Agreement,
4. any act or omission of Greenprint or Greenprint Related Parties and any person or entity using the Landowner's Property (including without limitation any failure by Greenprint or anyone acting on Greenprint's behalf to comply with the Laws and Regulations), and/or
5. any liability or obligation arising under any environmental law at any location, on-site or off-site as a result of any act or omission of Greenprint (or anyone acting on Greenprint's behalf) or any hazardous substance, chemical, or contaminant released, exacerbated, transported, disposed or generated by Greenprint (or anyone acting on Greenprint's behalf) during the term of this Agreement.

W. In no event shall Greenprint's aggregate indemnification obligation under this Agreement exceed the greater of (i) the amount received by Greenprint in consideration of its activities in connection with this Agreement; or (ii) the sum of [\$100,000].

X. In no event shall either Party be liable to the other Party or any third party for any consequential, indirect, or special damages arising out of performance or alleged breach of this Agreement.

Insurance.

Y. Greenprint shall maintain throughout the Term commercial liability insurance with a company that is licensed to do business in Wisconsin. City of Milwaukee Insurance Requirements are included in Exhibit E.

- a. The “City of Milwaukee” shall be named as an additional insured.
- b. The insurance certificate shall be original. Electronic signatures are acceptable.
- c. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation shall be submitted with the Certificate of Insurance.

The City of Milwaukee shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract, for any reason including non-payment of premium. This shall be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement shall contain the following stipulation:

“We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action.”

A copy of the endorsement shall be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage shall be approved by the City Attorney and placed on file with the City of Milwaukee prior to commencement of work under this contract. The City Purchasing Director reserves the right to examine and approve the actual policy of insurance before the City executes any Contract for this purchase.

- d. The certificate holder shall be noted as:
City of Milwaukee
DOA – Purchasing Division
200 E. Wells Street, Room 601
Milwaukee, WI 53202

Representations and Warranties of Greenprint. Greenprint hereby represents and warrants to Landowner as follows:

Z. Greenprint is duly organized under the laws of the State of Delaware and authorized to conduct business in Wisconsin, and has full power and authority to conduct its affairs as now being conducted, to execute and deliver this Agreement and to perform its obligations hereunder and thereunder.

AA. This Agreement is in full force and effect and is valid, binding and enforceable upon Greenprint in accordance with its terms.

Representations and Warranties of Landowner. Landowner hereby represents and warrants to Greenprint as follows:

BB. Landowner is duly organized under the laws of the State of Wisconsin, and has full power and authority to execute and deliver this Agreement and to permit the work, rights and obligations contemplated herein including on the Landowner's Property, and has obtained all necessary approvals or consents to the execution of and performance under this Agreement.

CC. To the best of Landowner's knowledge, neither the execution, the delivery, nor the performance by Landowner of the provisions of this Agreement does or will, with notice or lapse of time, or both, conflict with or constitute a default under any statute, rule, regulation, decree, decision, resolution, instrument, document or agreement by which Landowner is bound or to which Landowner or any of its properties or assets is subject.

DD. Landowner is unaware of any fact or circumstance that would prevent Greenprint from conducting the Permitted Uses during the Term, subject, however, to legally applicable zoning and land use restrictions, and Greenprint's fulfillment of the covenants and agreements contained in this Agreement. There are no property rights or restrictions, including third party rights or easements, that would interfere with implementation of the Project.

EE. This Agreement is in full force and effect and is valid, binding and enforceable upon Landowner in accordance with its terms.

Notices. All notices to be given hereunder shall be personally delivered or sent by nationally recognized express or overnight mail, or by certified or registered mail, return receipt requested, with postage prepaid, to the Parties at the following addresses (or to such other or further addresses as the Parties may hereafter designate by like notice similarly sent):

To Landowner: Landowner Name
Landowner Address 1
Landowner Address 2
Attention: Landowner Contact

To Greenprint: c/o Greenprint Partners
17 N. State Street, Suite 1400
Chicago, IL 60602
Attention: Nicole Chavas, COO

All notices sent by certified mail shall be deemed effectively given on the third business day following the date of such mailing. All notices sent by overnight delivery service shall be deemed effectively given on the next business day following delivery to such overnight delivery service. All notices personally delivered shall be deemed effectively given on the date of such delivery.

Term and Termination.

FF. Term. Greenprint's rights to the Property hereunder shall commence as of the date

specified on page one hereof and shall continue until the earlier of the following: (1) thirty (30) days after the date on which all of Greenprint's tasks pursuant to the Scope of Work (Exhibit A) are completed; or (2) termination of this Agreement pursuant to Section GG or HH below.

GG. Termination by Greenprint. Greenprint may terminate this Agreement for convenience at any time during the Term hereof upon providing written notice of termination to Landowner at least thirty (30) days in advance of such early termination date provided no construction activities have been initiated on the site. If Landowner and Greenprint do not negotiate a new agreement or an amendment to this Agreement during such thirty (30) day notice period, this Agreement shall terminate at the expiration of the thirty (30) day notice period.

HH. Termination by Landowner. If Landowner determines at any time that Greenprint is in material breach of its duties hereunder, Landowner will provide Greenprint written notice of the deficiencies, and allow Greenprint ninety (90) days to cure the deficiencies (the "Notice Period"). If Greenprint fails to cure, Landowner will have the right to terminate the Agreement upon the expiration of the Notice Period. If the deficiency is one that cannot be cured within such ninety (90) days, then such cure period shall be extended for such time as shall be reasonably necessary to cure such default provided that Greenprint is diligently proceeding during such ninety (90) day period to endeavor to cure such default and continues to make a good faith effort to conduct such cure thereafter. Whether Greenprint is diligently pursuing a cure beyond the ninety (90) day period shall be the sole determination of Landowner. Once the Program Administrator has approved the Project Proposal, Landowner shall have no right to terminate this Agreement without a determination that Greenprint is in breach of this Agreement as provided herein.

Delay/Force Majeure.

Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement if and to the extent that such Party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party so delayed and could not have been avoided by exercising reasonable diligence, such as natural disaster, pandemic, acts of war or terrorism, civil unrest or decrees of governmental bodies not the fault of the affected Party(ies). If either Party is delayed by force majeure, the Party affected shall provide written notification to the other Party immediately, but shall do everything reasonably possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other Party. If the period of non-performance exceeds one hundred twenty (120) calendar days, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement and the other Party shall have no recourse. In the event of such termination by Greenprint, Greenprint shall retain the right to enter the Landowner Property to recover its equipment and assets and to gather data relative to the purposes of this Agreement when circumstances permit.

Dispute Resolution.

II. This Agreement will be governed by the laws of Wisconsin and resort by the Parties to any litigation regarding this Agreement shall only be to courts of applicable jurisdiction and venue located within Wisconsin; provided, notwithstanding the foregoing, with respect to any suit, action or proceeding involving the Landowner's Property, each of the Parties expressly submit to the jurisdiction of the federal and state courts sitting in or with jurisdiction over the Landowner's Property, and consent

that any order, process, notice or motion or other application to or by any such court or judge thereof may be served within or without such court's jurisdiction by registered mail or personal service, prior to the reasonable time for appearances allowed, and each of the Parties agrees that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding.

JJ. Waiver of Jury Trial. To the fullest extent permitted by applicable law, the Parties each hereby knowingly, voluntarily and intentionally waive any right (whether arising under the constitution of the United States or the state of Wisconsin or any other state, under any statutes regarding or rules of civil procedure applicable in any state or federal legal proceeding, under common law, or otherwise) to demand or have a trial by jury of any claim, demand, action or cause of action arising under this agreement or in any way connected with or related to or incidental to the discussions, dealings, or actions of such entities or persons or any of them (whether oral or written) with respect thereto, or to the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; and each Party agrees and consents that any such claim, demand, action or cause of action shall be decided by trial court without a jury, and that any other Party to this Agreement may file an original counterpart or a copy of this agreement with any court as written evidence of such waiver of right to trial by jury.

Intellectual Property/Confidentiality

KK. Other than fair use for the purposes of this Agreement and during the term of this Agreement, neither Landowner nor Greenprint shall have any right or claim to any intellectual property owned, licensed or controlled by the other Party, whose intellectual property rights following the termination of this Agreement shall remain as they were prior to the execution of this Agreement. Nothing contained in this Agreement requires or otherwise binds either Party to a future agreement with the other regarding the development of future green infrastructure projects beyond the Project contemplated in this Agreement. Further, nothing contained in this Agreement requires or otherwise prevents either Party from using their own intellectual property, licensing third-party intellectual property or using publicly available intellectual property in developing future green infrastructure projects.

LL. During the course of, and as a result of, the performance under this Agreement, including providing the Resources, Greenprint or its subsidiaries, agents, affiliates and/or contractors may create certain materials, plans, drawings, specifications, books and records, computer files, or other tangible manifestations of Greenprint's efforts. Notwithstanding anything to the contrary contained herein, such intellectual property and work product shall be deemed to be, and shall remain, the property of Greenprint irrespective of any claims of Landowner or copyright notices or confidentiality legends which may have been placed in or on such work product.

Miscellaneous.

MM. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs and successors. This Agreement may not be sold, transferred, or assigned by either Party without the consent of the other, which shall not be unreasonably withheld. Merger, acquisition, sale or transfer of any equity or controlling interests in Greenprint, or assignment in connection to a financing of the project, as shall not be an assignment in violation of this provision.

NN. This Agreement may be executed in two or more counterparts with the same effect as if all the signatures on the counterparts were on the same instrument, which counterparts may be

delivered by telefax or by electronic mail as a portable digital format (.pdf) document either of which shall constitute an original signature for all purposes.

OO. This Agreement (including exhibits) may be modified, amended or canceled only by a writing signed by all of the Parties hereto.

PP. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

QQ. This Agreement constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof.

RR. Neither Party is the agent of the other and neither Party has authority to execute any agreement, document or application on behalf of the other. The Parties are not partners, joint venturers, or members of one another. No partnership, joint venture, or other agreement or arrangement exists between the Parties and this Agreement does not, and is not intended to, evidence an agreement to any of the foregoing.

SS. Greenprint will not allow any liens to be placed on the Landowner's Property because of, or relating to, the Permitted Uses. If a lien or claim is filed by anyone claiming by, through or under Greenprint, Greenprint shall, within sixty (60) days after receiving notice of the filing, defend and indemnify Landowner and shall remove and discharge same, bond over such lien or otherwise provide reasonable security for the payment of such lien.

TT. No Third Parties Benefited. The provisions of this Agreement are not intended to, and do not, confer on any person or entity not a party to this Agreement the status of a third-party beneficiary with rights to enforce this Agreement.

UU. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

VV. Time is of the essence with respect to this Agreement. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally recognized holiday of the United States, the date for the notice of performance or payment shall be the next following business day.

WW. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XX. Public Records. This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. 19.36 (3), which includes records produced or collected under this Agreement). Greenprint shall, and agrees to cause others under its control, or with whom Greenprint contracts concerning this Agreement, to cooperate with Landowner in the event any of them receive a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.

Notwithstanding the above, Landowner and Greenprint recognize **(i)** that, per Wis. Stat. 19.35 (1)(a), the exemptions to requirements of a governmental body to meet in open session under 19.85 are indicative of public policy that may be used as grounds for a custodian to deny public access to a record if the record custodian makes demonstration of the need to restrict public access to inspect or copy a record by an open records requester, and **(ii)** that Wis. Stat. 19.85 (1)(e) allows a record custodian to consider competitive reasons.

GREENPRINT PARTNERS

By: _____
Name: _____
Title: _____
Date: _____

LANDOWNER

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A - Full Project Scope of Work

Greenprint shall provide, or cause to be provided, the following:

Design Phase

- Engage a land surveyor and geotechnical engineer (if required) and other professionals as necessary to obtain the necessary information for design of the Project.
- Prepare design documents for the proposed improvements meeting the requirements of the Program, the design intent as conveyed in the Project Proposal, and good engineering practice.
- Hold up to three meetings with the Stakeholder Advisory Group (SAG), identified by Landowner and Greenprint, throughout the design process to receive feedback on project design and operation, identify opportunities to maximize co-benefits and prioritize the direction of the green infrastructure design.
- Prepare a revised design based on the feedback received in the SAG. The refined design documents shall:
 - a. Define the type, size and location of all proposed improvements including areas that will need to be regraded or otherwise disturbed for construction.
 - b. Demonstrate the general look and feel of any surface planting areas through representative photos or color renderings
 - c. Identify areas of the site which will be required for construction and will be unavailable during the construction process. This will include material laydown areas, equipment storage, areas of construction, parking for worker vehicles, etc.
 - d. Identify areas of the site where future use will be restricted (easement areas) due to proposed improvements.
- Prepare final construction documents based on the feedback from the SAG and submit to appropriate permitting agencies along with required permit fees.
- Prepare the necessary documentation and applications and pay any required fees to obtain permits from the various jurisdictions having authorities over the project. Landowner shall cooperate in providing the required signatures and approvals to support the permit applications.
- Upon receipt of permits and final approval of the Grant Agency, commence construction of the permitted improvements. The construction process shall generally consist of the following tasks:
 - Hold a pre-construction meeting with Landowner, contractor and other affected parties as appropriate.
 - Conduct bi-weekly construction site meetings to be attended by representatives of the Landowner, Contractors, Greenprint and other affected parties as appropriate.
- Prepare the site for construction with appropriate fencing, erosion control measures and other requirements for mobilization of the work.

- Install the green infrastructure in general conformance with the approved plans and specifications.
- Restoration and stabilization of the site.
- Ongoing maintenance of the facility for 5 years after the completion of construction (establishment period).

After the installation and establishment period is complete, Greenprint and Contractor will provide instruction and training to Landowner on the proper maintenance of the installed green infrastructure.

Exhibit B: Submitted Project Proposal

<Submitted Proposal to be appended to this Agreement>

Exhibit C – Property Description

(Parcel XX OR Lot XX of Block XX) located in the (City), Wisconsin commonly known as (Landowner Address).

Exhibit D – MMSD Limited Term Conservation Easement

<The following document is the District's standard limited term conservation easement. The final agreement to be signed by the Landowner will be provided when construction has been completed.>

(Insert Limited Term Conservation Easement Page 1 of 9)

(Insert Limited Term Conservation Easement Page 2 of 9)

(Insert Limited Term Conservation Easement Page 3 of 9)

(Insert Limited Term Conservation Easement Page 4 of 9)

(Insert Limited Term Conservation Easement Page 5 of 9)

(Insert Limited Term Conservation Easement Page 6 of 9)

(Insert Limited Term Conservation Easement Page 7 of 9)

(Insert Limited Term Conservation Easement Page 8 of 9)

(Insert Limited Term Conservation Easement Page 9 of 9)

Exhibit E – City of Milwaukee Insurance Requirements

Required?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker's Compensation (The City does require Worker's Compensation coverage for Sole Proprietorships)	Statutory Limits Each Accident: \$100,000 Disease - Policy Limit: \$500,000 Disease - Each Employee: \$100,000
Yes	Commercial General Liability	Bodily Injury: \$500,000 per occurrence \$1,000,000 aggregate Property Damage: \$500,000 per occurrence \$500,000 aggregate
Yes	Automobile Liability	Bodily Injury: \$500,000 per person \$1,000,000 per occurrence Property Damage: \$500,000 per occurrence
Yes	Professional Liability	\$1,000,000 per occurrence