



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

VILLAGE BOARD
VILLAGE OF SUSSEX
6:00 PM - TUESDAY, SEPTEMBER 28, 2021
SUSSEX CIVIC CAMPUS – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes from the Village Board meetings held on September 9, 2021 and September 14, 2021.
4. Communications and Public Hearing(s)
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 1. Recommendation and possible action on CSM A and CSM B for Highlands Business Park (NW corner of HWY K and STH 164).
 2. Recommendation and possible action on Final Plat for Vista Run Subdivision (South of CTH VV and east of Maryhill Road).
 3. Recommendation and possible action on Final Condo Plat for the Reserves at Vista Run (South of CTH VV and east of Maryhill Road)
 4. Recommendation and possible action on Final Condo Plat for the Town Homes at Vista Run (South of CTH VV and east of Maryhill Road)
 - F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
6. Staff Reports on upcoming events, projects in process, future agenda items and meetings.

7. Comments from citizens present.
8. Old Business.
9. New Business.
 - A. Consideration and possible action on Amended and Restated Developers Agreement for Highlands Business Park B.
 - B. Consideration and possible action on Sled Bugs use of Village trails for 2021-2022 winter season.
 - C. Consideration and possible action on Waukesha County Joint Powers Agreement for Emergency 9-11 System.
10. Consideration and possible action on resignations and appointments.
11. Adjournment

Anthony LeDonne
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 262-246-5200.

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Budget Meeting
September 9, 2021**

1. Roll Call

The meeting was called to order by President LeDonne at 5:35 p.m.

Members present: Greg Zoellick, Lee Uecker, Scott Adkins, Ron Wells, Stacy Riedel, Benjamin Jarvis, and President Anthony LeDonne.

Members excused: None

Also present: Administrator Jeremy Smith, Assistant Village Administrator Kelsey McElroy Anderson, Finance Director Nancy Whalen, Parks and Recreation Director Halie Dobbeck, Police Captain Lisa Panas, Fire Chief Kris Grod, and Public Works Director/Engineer Judy Neu.

2. Introduction and discussion on 2022 Budget

Mr. Smith presented the 2022 base budget proposal.

3. Adjournment

Motion by LeDonne, seconded by Wells to adjourn at 7:09 p.m.

Motion carried 7-0

Respectfully submitted,

Kelsey McElroy-Anderson
Assistant Village Administrator

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE SUSSEX VILLAGE BOARD
AND ARE SUBJECT TO CHANGE UPON APPROVAL OF THE VILLAGE BOARD

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Village Board Meeting of
September 14, 2021**

1. Roll Call

The meeting was called to order by President LeDonne at 6:00 pm.

Members present: Stacy Riedel, Greg Zoellick, Lee Uecker, President Anthony LeDonne, Scott Adkins, Ron Wells and Ben Jarvis.

Members excused: None.

Also present: Administrator Jeremy Smith, Attorney John Macy, Assistant Village Administrator Kelsey McElroy-Anderson, Administrative Services Director Samuel Liebert, and members of the Public.

2. Pledge of Allegiance

President LeDonne led the pledge of allegiance.

3. Meeting Minutes

Motion by Jarvis, seconded by Zoellick to approve the August 24, 2021 Village Board meeting minutes.

Motion carried 7-0

4. Communications and Public Hearings

There were no reports to be given.

5. Committee Reports

A. Finance and Personnel Committee

5.A.1. Motion by Jarvis, seconded by Wells to approve of the August Check Register and P-card Statement in the amount of \$3,607,105.90.

Motion carried 6-0

5.A.2. Motion by Jarvis, seconded by Wells to approve of the March Ace Hardware purchases in the amount of \$469.12.

LeDonne Abstained

Motion carried 6-0

5.A.3. Motion by Jarvis, seconded by Uecker to approve of a temporary class B "wine" license for The Chamber for the Senior Wine Tasting event on October 6, 2021 at the Civic Center, conditioned upon the standard conditions of liquor license approval.

Motion carried 7-0

5.A.4. Motion by Jarvis, seconded by Riedel to approve of a temporary class B "beer" license for The Sussex Lions Club for the 3rd Annual Whispering Willow Open Disc Golf event on October 2, 2021 in Village Park, conditioned upon the standard conditions of liquor license approval.

Motion carried 7-0

5.A.5. Motion by Jarvis, seconded by Adkins to approve a Mobile Food Vendor Licensing for Cabana Cortez, Agent Jesse Cortez, conditioned upon the standard conditions of mobile food vendor license approval.

Motion carried 7-0

5.A.6. Motion by Jarvis, seconded by Riedel to approve of Resolution 21-14, a Resolution for Exemption from 2021 Waukesha County Library Tax.

Motion carried 7-0

B. Public Works Committee

5.B.1. Motion by Adkins, seconded by Uecker to approve of bills for payment in the amount of \$323,441.29.

Motion carried 7-0

5.B.2. Motion by Jarvis, seconded by Wells of approve the Storm Brush Collection Policy. The policy will be put in place for future storm events so that it is clear to staff and residents how the Village will handle similar situations in the future: If 20% or more of the Village has trees down or severely damaged, as determined by the Public Works Director in consultation with Public Works Staff and the Administrator, then the Village will organize a special brush collection day within seven (7) days following the storm event and give reasonable notice to the public on when that date will be.

AND

If 5-20% of the Village has trees down or severely damaged, as determined by the Public Works Director in consultation with Public Works Staff and the Administrator, then the Village will organize additional drop off days at the Yard Waste Site and will allow any Village resident to drop off storm debris without purchasing a Yard Waste Pass.

Motion carried 7-0

5.B.3. Motion by Adkins, seconded by Uecker to approve of a We Energies Easement on Village Property in the Outlot in the Woodland Trails subdivision.

Motion carried 7-0

5.B.4. Motion by Adkins, seconded by Jarvis to approve of the LED Street Light conversion plan to switch over 286 lights.

Motion carried 7-0

6. Staff Reports

Ms. McElroy-Anderson reported that brush collection starts on Monday, September 20. Brush must be out by 7:00 am as the village only makes one pass. The village website will be updated daily to show progress of the brush pickup.

Mr. Smith reported that last weekend we had Touch-A-Truck. The Flight for Life helicopter showed up. Thousands of people attended. Feedback from Touch-A-Truck continues to come in and staff are aware that there were some issues with parking in the neighborhood by Armory Park. Spooky Sussex is coming up and volunteers are needed. Tire Drop off collection Saturday October 2, 8:30 – 11:00 am. We are now in our fall hours at the waste yard drop off site.

Mr. Macy reported that he had nothing to report at this time.

Mr. Liebert reported that the last 'Pints In The Park' is this coming Thursday in Village Park at 5:30 pm.

7. Comments from Citizens Present

No one present wished to speak.

8. Old Business

8.A. Motion by LeDonne, seconded by Jarvis to approve the Village of Sussex 2022-2027 Strategic Plan.

Motion carried 7-0

8.B. Discussion was had on the 2021 Community Chats. Ms. McElroy-Anderson led the discussion on each item.

President LeDonne asked that the Park & Recreation Board consider the request to have residents register for recreation programs earlier than non-residents.

President LeDonne asked that the board be sent a list of all commercial vacancies within the village.

9. New Business

President LeDonne asked if staff could look into conducting an Employee Survey and Salary Study.

10. Consideration on resignation and appointments

There were no resignations or appointments to consider.

11. Adjournment

Motion by Adkins, seconded by Jarvis to adjourn at 7:15 pm.

Motion carried 7-0

Respectfully submitted,

Samuel Liebert
Administrative Services Director, Clerk/Treasurer

DRAFT



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5211
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

MEMORANDUM

To: Village Board
From: Sam Liebert, Administrative Services Director, Clerk/Treasurer
Re: Village Board Meeting- September 28, 2021
Date: September 23, 2021

3. Consideration and possible action on minutes from the Village Board meetings held on September 14, 2021.

4.A. Village President Report- report on meetings attending and upcoming communications, and recognitions including Successfully Sussex Awards.

5A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

5E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.

5.E.1. Plan Commission recommends approval of CSM A and CSM B of the Highlands Business Park (NW Corner of STH 164 and HWY K) subject to the standard conditions of CSM approval, the necessary easements for access to the stormwater ponds, sidewalk access, and utility use in a form agreeable to the Village Engineer, compliance with the Developer's Agreement, payment of all fees, and subject to the standard conditions of Exhibit A.

5.E.2. Plan Commission recommends approval of the Final Plat for Vista Run Subdivision (South of CTH VV and East of Maryhill Road) subject to the standard conditions of Plat approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, payment of all fees and subject to the standard conditions of Exhibit A.

5.E.3. Plan Commission recommends approval of the Final Condo Plat for the Reserves at Vista Run (South of CTH VV and East of Maryhill Road) subject to the standard conditions of Plat approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, approval of the building architecture by the ARB, payment of all fees and subject to the standard conditions of Exhibit A.

5.E.4. Plan Commission recommends approval of the Final Condo Plat for the Town Homes at Vista Run (South of CTH VV and East of Maryhill Road) subject to the standard conditions of Plat approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, approval of the building architecture by the ARB, payment of all fees and subject to the standard conditions of Exhibit A.

5F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

9.A. Staff recommends approval of the Amended and Restated Developers Agreement for Highlands Business Park B. This change allows the delay of some of the improvements in Phase B to next year and ensures protection of the Village financially for the same. Depending upon the users some of the improvements may not be necessary so rather than install the improvements now we are waiting through the winter to see if a larger user comes to the site and allows the Village and Developer to save the cost of installing and maintaining unnecessary infrastructure. Please see the Developers Agreement for more information.

9.B. Staff recommends approval of the Sussex Sled Bugs Snowmobile Club's use of Village trails for the 2021-22 winter season. The requested trail use will be the same as in past years. There have been no significant problems with this operation in the past. Please see the enclosed map from the Sled Bug Snowmobile Club for more information.

9.C. Staff recommends approval of the Joint Powers Agreement with Waukesha County for the 9-11 Emergency Dispatch Center. The Village is part of the Countywide Dispatch Center and part of that joint operation is that we agree to be dispatched to calls as needed in the area. This has not been an issue of concern for our emergency services. Please see the agreement for more information.

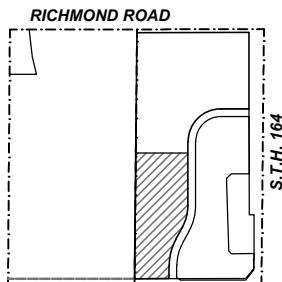
11. Adjournment.

A

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

VICINITY MAP:



NE/14 SEC. 33-8-19
SCALE: 1" = 2000'



NE COR. NE 1/4
SEC. 33-8-19
CONC. MON.

SITE:
W250 N5467 HIGHWAY 164
SUSSEX, WI
TAX KEY: 0273999003 &
0273999007

OWNERS/DEVELOPERS:
SUSSEX CORPORATE PARK, LLC
1200 N. MAYFAIR RD.
MILWAUKEE, WI 53226
414-777-1200

SURVEYOR:
BAIBA ROZITE, PLS - 2351
THE SIGMA GROUP
1300 W. CANAL STREET
MILWAUKEE, WI 53233
414-643-4171

LEGEND & NOTES:

- INDICATES REBAR FOUND.
 - OTHER FOUND MONUMENTATION, AS NOTED ON DRAWING.
 - INDICATES SET 3/4" DIAM.
- REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

COORDINATES & BEARINGS
REFERENCED TO THE EAST LINE OF
THE NE 1/4 OF SEC. 33-8-19, BEARING
N 0°33'36" E,

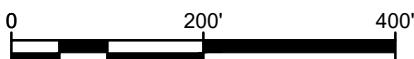
DISTANCES MEASURED TO THE
NEAREST 0.01'. ANGLES MEASURED
TO THE NEAREST 01".

SITE IS NOT IN THE FLOODPLAIN PER
FEMA FIRM PANEL 55133C0201G
DATED 11/02/2014.



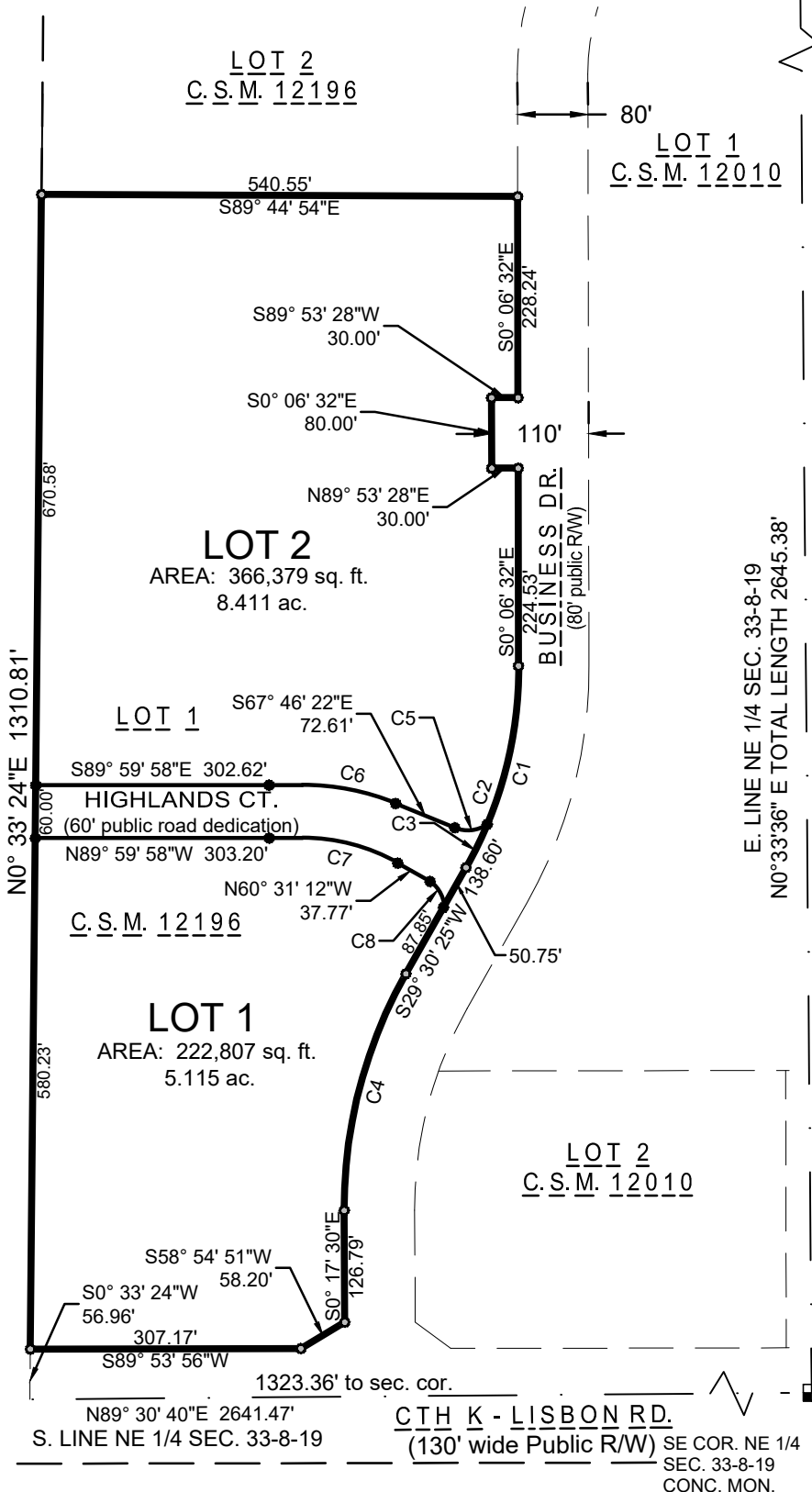
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

GRAPHIC SCALE



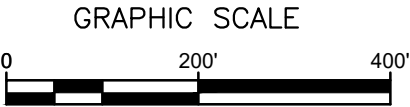
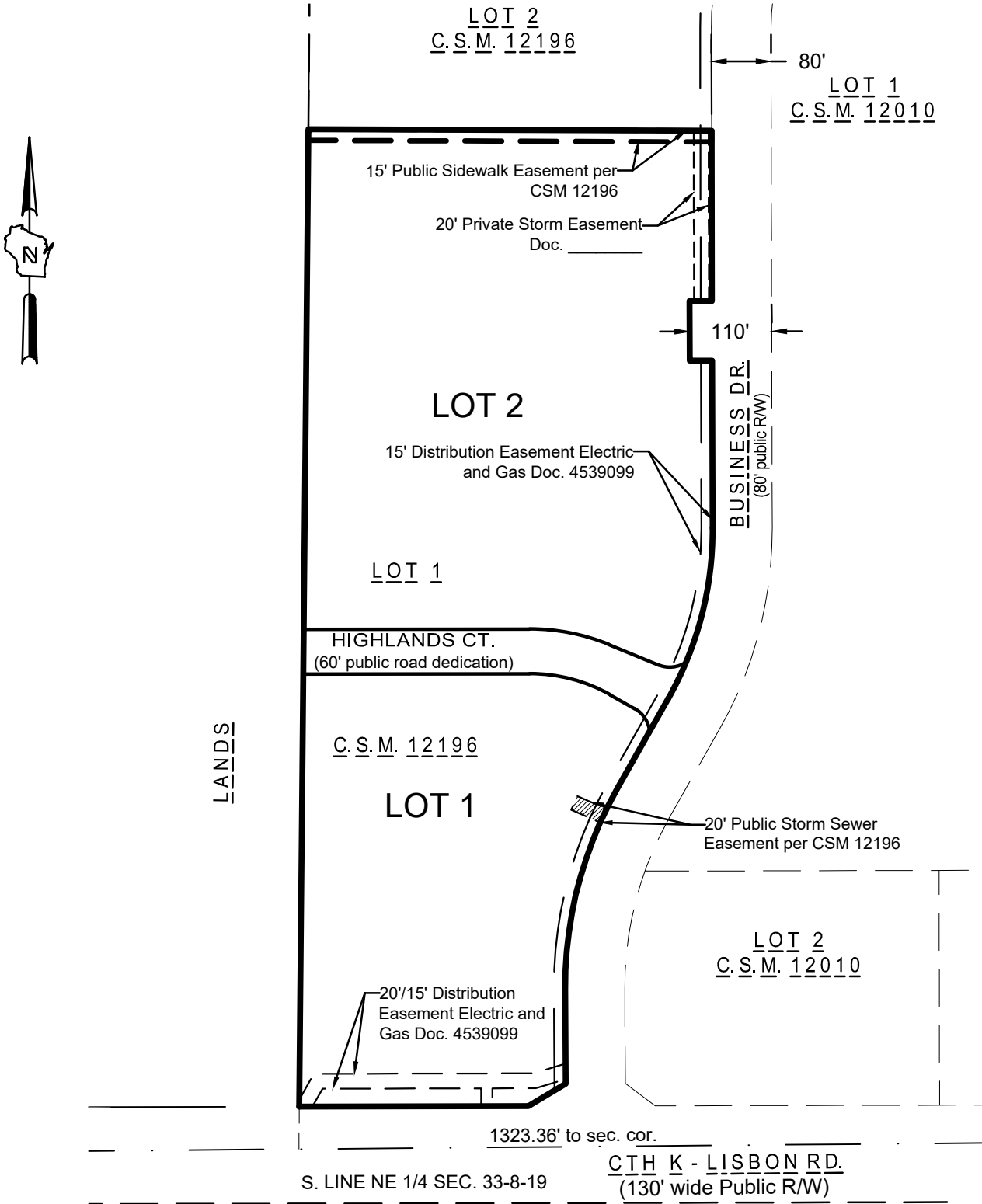
PROJECT NUMBER 19629 DRAFTED BY B. ROZITE

Sheet 1 of 6



CERTIFIED SURVEY MAP NO. A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO.

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Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	239.22	460.00	29°47'48"	S14° 36' 21"W	236.54
C2	184.53	460.00	22°59'06"	N11° 12' 00"E	183.30
C3	54.69	460.00	6°48'43"	N26° 05' 54"E	54.66
C4	280.84	540.00	29°47'54"	S14° 36' 18"W	277.69
C5	38.46	39.00	56°30'27"	N83° 58' 24"E	36.92
C6	108.62	280.00	22°13'36"	S78° 53' 10"E	107.94
C7	113.19	220.00	29°28'46"	N75° 15' 35"W	111.95
C8	37.82	39.00	55°33'23"	N32° 44' 30"W	36.35

A

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lot 1 of Certified Survey Map No. 12196, recorded as Document No. 4597423, being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin.

Said parcel contains 620,081 square feet or 14.235 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351DATE

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS DAY OF
, 20

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS DAY OF
, 20

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

OWNER'S CERTIFICATE

SUSSEX CORPORATE PARK, LLC, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID SUSSEX CORPORATE PARK, LLC CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF S. 236.34, WIS. STATUTES. SUSSEX CORPORATE PARK, LLC ALSO CERTIFIES THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE VILLAGE OF SUSSEX.

IN WITNESS WHEREOF, SUSSEX CORPORATE PARK, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

THIS _____ DAY OF _____, 20____

SUSSEX CORPORATE PARK, LLC
BY: STEWART M. WANGARD

BY: _____

PRINTED NAME: _____

STATE OF _____)
)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20__ , STEWART M. WANGARD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE AUTHORIZED REPRESENTATIVE, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID SUSSEX CORPORATE PARK, LLC

NOTARY PUBLIC, STATE OF _____ MY COMMISSION EXPIRES ON _____.

CERTIFIED SURVEY MAP NO. A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of **SUSSEX CORPORATE PARK, LLC**, owner.

IN WITNESS WHEREOF, the said **NATIONAL EXCHANGE BANK & TRUST**, has caused these presents to be signed by

RICHARD S. HENSLEY, its President, and countersigned by DAVID C. MOHORICH, its Vice President of

Commercial Lending, at _____, Wisconsin, and its corporate seal to be hereunto affixed this

_____ day of _____, 20_____.

In the presence of:

NATIONAL EXCHANGE BANK & TRUST

RICHARD S. HENSLEY, President

Date

DAVID C. MOHORICH, Vice President
Commercial Lending

Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, RICHARD S. HENSLEY, President, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, DAVID C. MOHORICH, Vice President of Commercial Lending, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

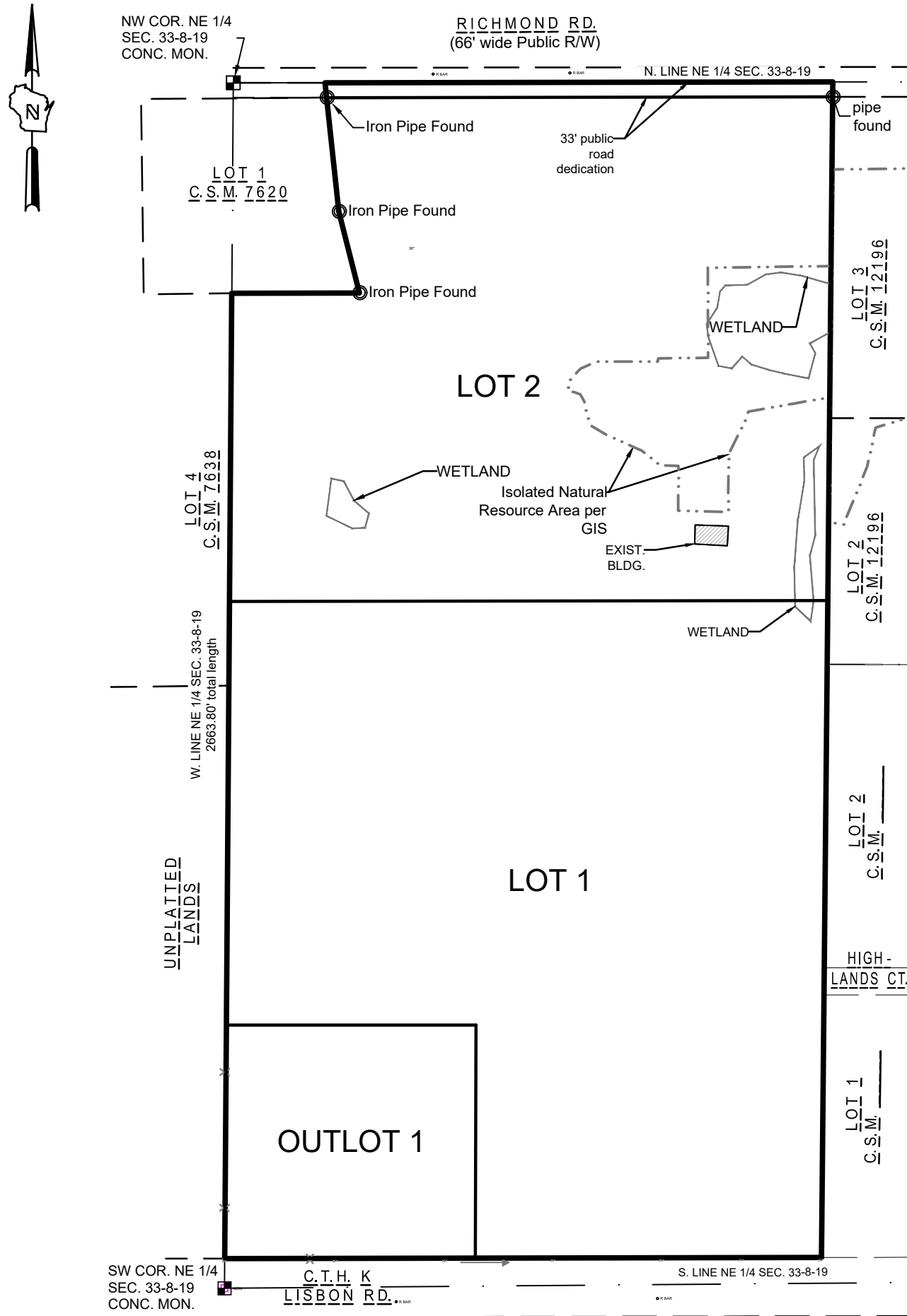
MY COMMISSION EXPIRES _____.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO. B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO.

B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of said Section 33; thence North 89°54'44" East, 202.50 feet along the north line of the Northeast 1/4 of said section to the point of beginning; continue thence North 89°54'44" East, 1121.77 feet along said north line; thence South 0°33'24" West, 2597.67 feet along the west line of Certified Survey Map No. 12196 and its northerly extension to the north line of C.T.H. "K" (Lisbon Road); thence South 89°53'56" West, 1318.13 feet along said north line to the west line of the Northeast 1/4 of said Section 33; thence North 0°25'16" East, 2133.04 feet along said west line to the south line of Lot 1 of Certified Survey Map No. 7620; thence North 89°54'44" East, 282.00 feet along said south line to the easterly line of said Lot 1; thence North 14°09'16" West, 185.54 feet along said easterly line; continue thence North 6°09'16" West, 286.49 feet along said easterly line to the point of beginning.

Said parcel contains 3,323,106 square feet or 76.288 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351

DATE



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

B

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

CERTIFIED SURVEY MAP NO.

B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

OWNER'S CERTIFICATE

SUSSEX CORPORATE PARK II, LLC, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID SUSSEX CORPORATE PARK II, LLC CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF S. 236.34, WIS. STATUTES. SUSSEX CORPORATE PARK II, LLC ALSO CERTIFIES THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE VILLAGE OF SUSSEX.

IN WITNESS WHEREOF, SUSSEX CORPORATE PARK II, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

THIS _____ DAY OF _____, 20____

SUSSEX CORPORATE PARK II, LLC
BY: STEWART M. WANGARD

BY: _____

PRINTED NAME: _____

STATE OF _____)
)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20__, STEWART M. WANGARD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE AUTHORIZED REPRESENTATIVE, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID SUSSEX CORPORATE PARK II, LLC

NOTARY PUBLIC, STATE OF _____MY COMMISSION EXPIRES ON _____.

CERTIFIED SURVEY MAP NO. B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of **SUSSEX CORPORATE PARK II, LLC,** owner.

IN WITNESS WHEREOF, the said **NATIONAL EXCHANGE BANK & TRUST,** has caused these presents to be signed by

RICHARD S. HENSLEY, its President, and countersigned by DAVID C. MOHORICH, its Vice President of

Commercial Lending,at _____, Wisconsin, and its corporate seal to be hereunto affixed this

_____ day of _____, 20_____.

In the presence of:

NATIONAL EXCHANGE BANK & TRUST

RICHARD S. HENSLEY, President

Date

DAVID C. MOHORICH, Vice President
Commercial Lending

Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, RICHARD S. HENSLEY, President, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, DAVID C. MOHORICH, Vice President of Commercial Lending, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.



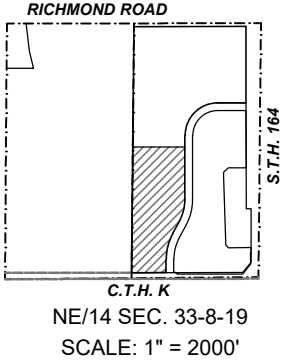
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

A

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

VICINITY MAP:



SITE:
W250 N5467 HIGHWAY 164
SUSSEX, WI
TAX KEY: 0273999003 &
0273999007

OWNERS/DEVELOPERS:
SUSSEX CORPORATE PARK, LLC
1200 N. MAYFAIR RD.
MILWAUKEE, WI 53226
414-777-1200

SURVEYOR:
BAIBA ROZITE, PLS - 2351
THE SIGMA GROUP
1300 W. CANAL STREET
MILWAUKEE, WI 53233
414-643-4171

LEGEND & NOTES:
● INDICATES REBAR FOUND.
OTHER FOUND MONUMENTATION, AS
NOTED ON DRAWING.
● INDICATES SET 3/4" DIAM.
REBAR, 18" LONG WEIGHING 1.50
LBS/LIN. FT.

COORDINATES & BEARINGS
REFERENCED TO THE EAST LINE OF
THE NE 1/4 OF SEC. 33-8-19, BEARING
N 0°33'36" E,

DISTANCES MEASURED TO THE
NEAREST 0.01'. ANGLES MEASURED
TO THE NEAREST 01".

SITE IS NOT IN THE FLOODPLAIN PER
FEMA FIRM PANEL 55133C0201G
DATED 11/02/2014.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

GRAPHIC SCALE



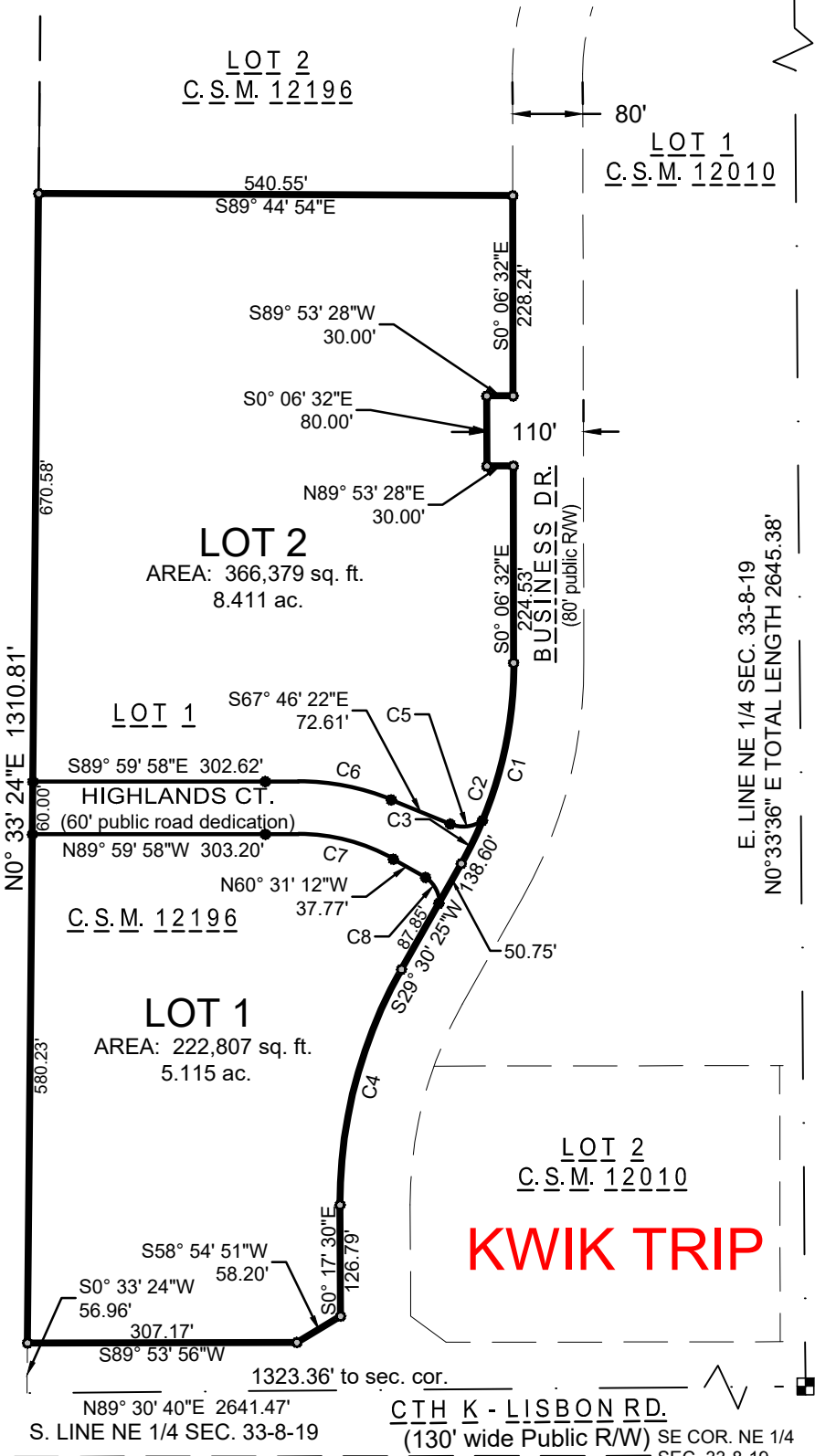
PROJECT NUMBER 19629 DRAFTED BY B. ROZITE

Sheet 1 of 6

ADRON

NE COR. NE 1/4
SEC. 33-8-19
CONC. MON.

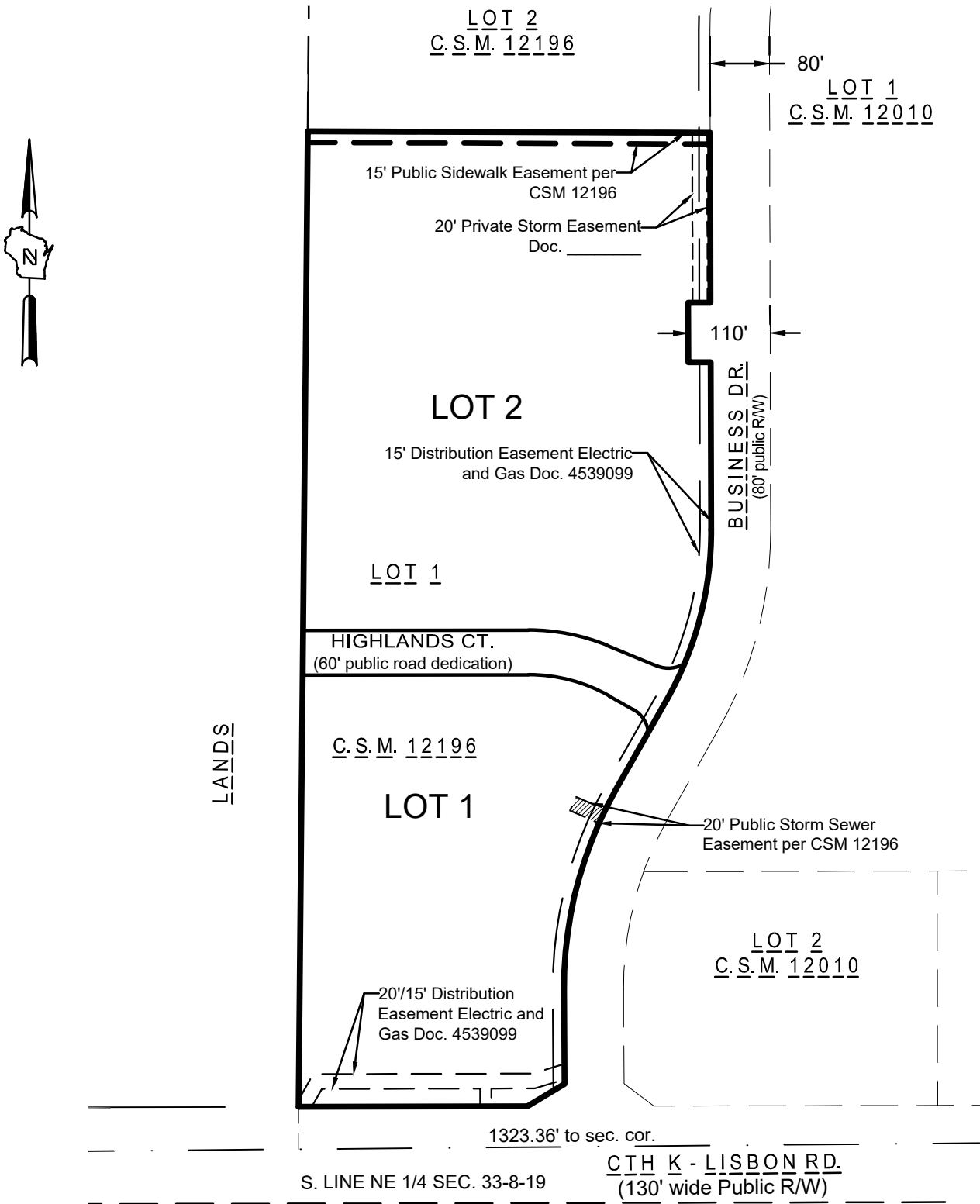
LANDS



CURVE DATA ON SHEET 3

CERTIFIED SURVEY MAP NO. A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	239.22	460.00	29°47'48"	S14° 36' 21"W	236.54
C2	184.53	460.00	22°59'06"	N11° 12' 00"E	183.30
C3	54.69	460.00	6°48'43"	N26° 05' 54"E	54.66
C4	280.84	540.00	29°47'54"	S14° 36' 18"W	277.69
C5	38.46	39.00	56°30'27"	N83° 58' 24"E	36.92
C6	108.62	280.00	22°13'36"	S78° 53' 10"E	107.94
C7	113.19	220.00	29°28'46"	N75° 15' 35"W	111.95
C8	37.82	39.00	55°33'23"	N32° 44' 30"W	36.35

CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lot 1 of Certified Survey Map No. 12196, recorded as Document No. 4597423, being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin.

Said parcel contains 620,081 square feet or 14.235 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351

DATE

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

A

OWNER'S CERTIFICATE

IN WITNESS WHEREOF, SUSSEX CORPORATE PARK, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

SUSSEX CORPORATE PARK, LLC
BY: STEWART M. WANGARD

PRINTED NAME: _____

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20 __, STEWART M. WANGARD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE AUTHORIZED REPRESENTATIVE, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID SUSSEX CORPORATE PARK, LLC

NOTARY PUBLIC, STATE OF _____ MY COMMISSION EXPIRES ON _____.

CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of **SUSSEX CORPORATE PARK, LLC**, owner.

IN WITNESS WHEREOF, the said **NATIONAL EXCHANGE BANK & TRUST**, has caused these presents to be signed by

RICHARD S. HENSLEY, its President, and countersigned by DAVID C. MOHORICH, its Vice President of

Commercial Lending,at _____, Wisconsin, and its corporate seal to be hereunto affixed this

_____ day of _____, 20_____.

In the presence of:

NATIONAL EXCHANGE BANK & TRUST

RICHARD S. HENSLEY, President

Date

DAVID C. MOHORICH, Vice President
Commercial Lending

Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, RICHARD S. HENSLEY, President, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) _____ NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, DAVID C. MOHORICH, Vice President of Commercial Lending, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) _____ NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.

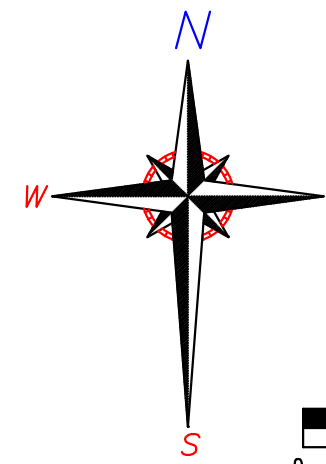


www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

OVERALL DETAIL

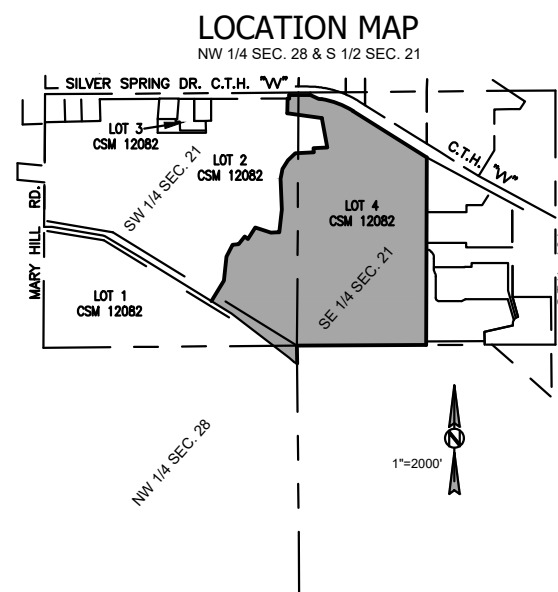


SCALE: 1" = 150'

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE WEST LINE OF THE SW 1/4 OF SECTION 21-8-19 AS N00°24'29"E.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'05"



Public Easements (applies to all) -

- Permanent non-exclusive easements granted to the Village of Sussex ("Village") upon, within, and beneath the land identified on the plat for the various types of Public Easements. Easements shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Village and its respective heirs, personal representatives, successors and assigns.
- Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the easement area.
- The Village of Sussex is not responsible for the mowing of any easement areas, but has the right to mow and/or remove vegetation at its sole discretion.
- Access - The land owner agrees that the Village and its employees, agents, and independent contractors shall have the right to enter upon the easement area for the purpose of exercising its rights in the easement area.
- Buildings and other Structures - The land owner agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent the Village from exercising its rights under this easement.
- Elevation - The land owner agrees that the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of the Village.
- Restoration - The Village agrees to restore or cause to have restored the land owner's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to the initial installation or to any trees, bushes, branches, or roots which may interfere with the Village's use of the easement area.
- Exercise of Rights - It is agreed that the complete exercise of rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein shall be lost by non-use.

Public Storm Sewer and Public Drainage Easements:

- Install, operate, maintain, and replace above ground and underground storm sewer facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit or store storm water.
- Surface storm water conveyance.

Public Sidewalk or Path Easements:

- Construct, maintain, repair, and replace pedestrian sidewalks in the sidewalk easements and path in the access easements depicted on the final plat.
- The general public shall have the right to traverse the Public Sidewalk Easement area for use as a public sidewalk and path.

Public Water Main Easements:

- Construct, operate, maintain, and replace above ground and underground water utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit Municipal water.

Public Sanitary Sewer Easements:

- Construct, operate, maintain, and replace above ground and underground water utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit Sanitary Sewerage.

Private Easements:

- Private easements are granted to the lot owners of Vista Run.

Private Drainage Easements:

- Private Drainage Easements granted to the Owners of the Lots within this Subdivision are established to provide for the unobstructed flow of Stormwater runoff from adjacent and upstream properties. No trees, bushes, fences, or structures of any kind may be placed within the private drainage easements. Owners of Lots on which these Private Drainage Easements exist shall be responsible for keeping these areas free of any obstructions and grade alterations that may restrict or divert this flow. The grades within the drainage easements must be in substantial compliance with the approved grading plan for the Subdivision.

Private Landscape Easements:

The Landscape Easements are granted to each individual Lot Owner or Condominium Owner within this subdivision, each individual Lot or Condominium Owner of any previous additions, and each individual Lot or Condominium Owners within any future addition to this Subdivision. This does not include Outlots granted to the Village of Sussex. The Owners of the Lots and Condominium Owners shall be liable for an equal undivided fractional share of the cost to repair, maintain or restore the easement areas. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots and Condominiums within this Subdivision, the Lot and Condominium Owners of any previous additions and the Owners of any Lots or Condominiums within any future addition to this Subdivision.

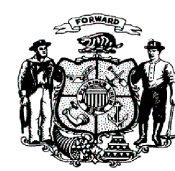
LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



SHEET 1 OF 7

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200

REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

The diagram illustrates the layout of two groups of lots: Villa Lots 1-24 and Residential Lots 25-30. The Villa Lots group on the left is a rectangle with a 20' front setback, 20' rear setback, 7.5' side setbacks, and a 20' front width. The Residential Lots group on the right is a rectangle with a 25' front setback, 25' rear setback, 10' side setbacks, and a 25' front width. A 10' wide strip separates the two lot groups. The diagram includes dimensions for setbacks and lot sizes.

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

● 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS,
WT. = 1.13 LBS./LIN. FT.

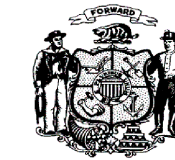
⊕ CONCRETE MONUMENT W/ BRASS CAP FOUND

● 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

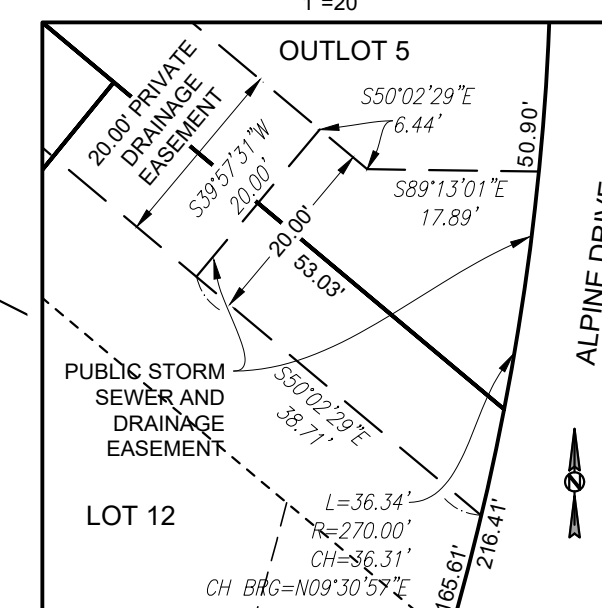
Certified _____, 20____

Department of Administration



REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

PUBLIC STORM SEWER AND DRAINAGE EASEMENT
LOT 12 AND OUTLOT 5
48-001



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200

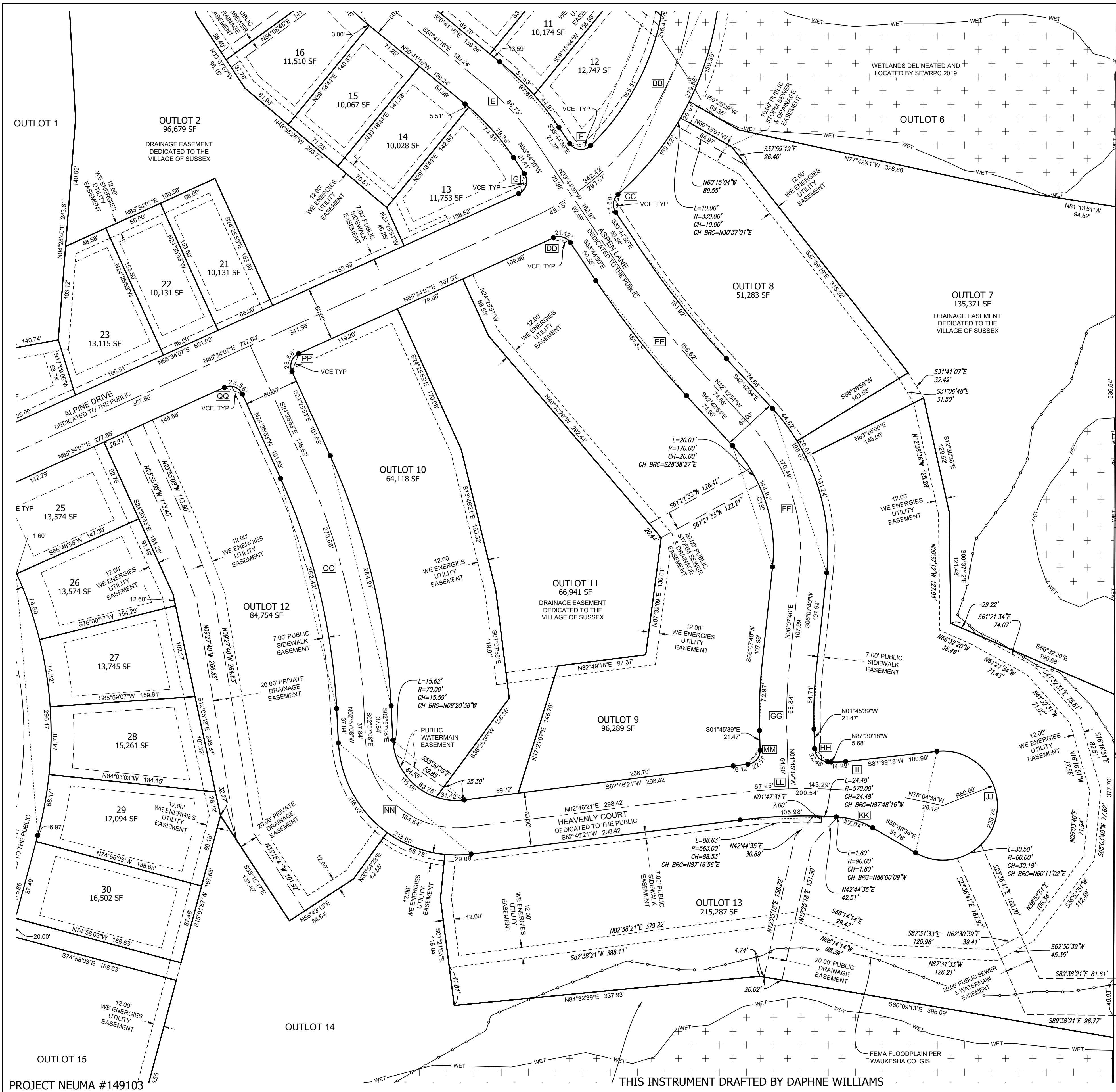


PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 2 OF 7

PROJECT NEUMA #149103

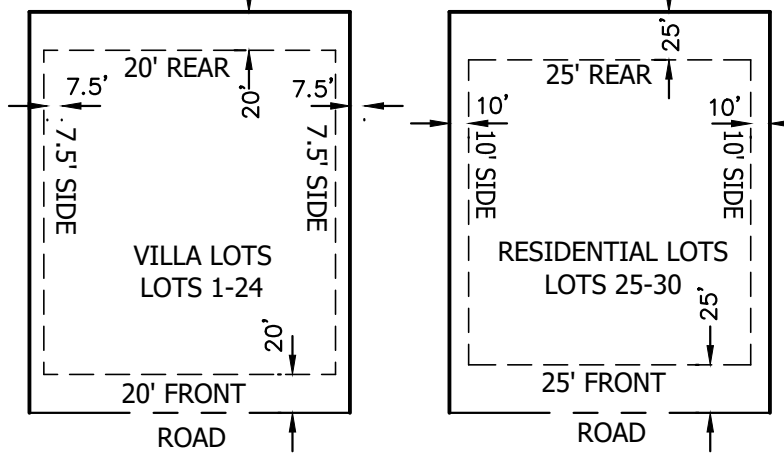


30.00 UTIL EASEMENT CSM: DOC. #:

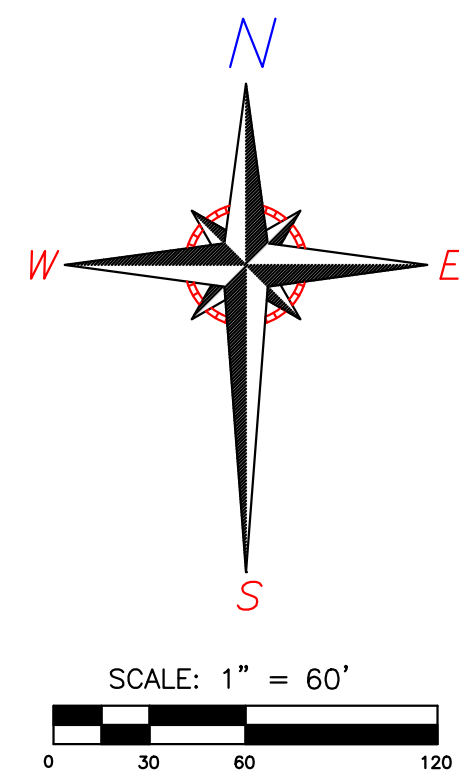
VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

LOT DETAIL



LOT SETBACK DETAILS (N.T.S.)



LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

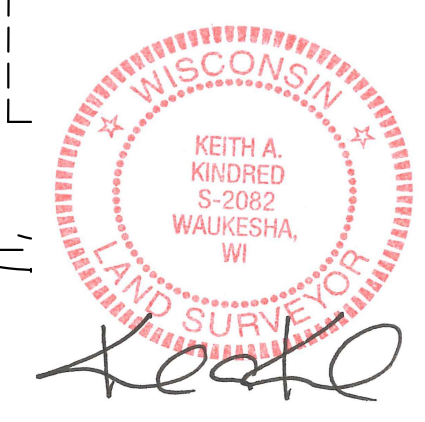
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

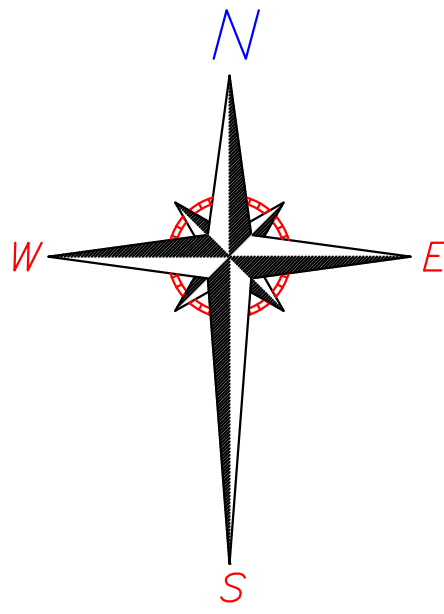
Department of Administration



SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

SHEET 3 OF 7

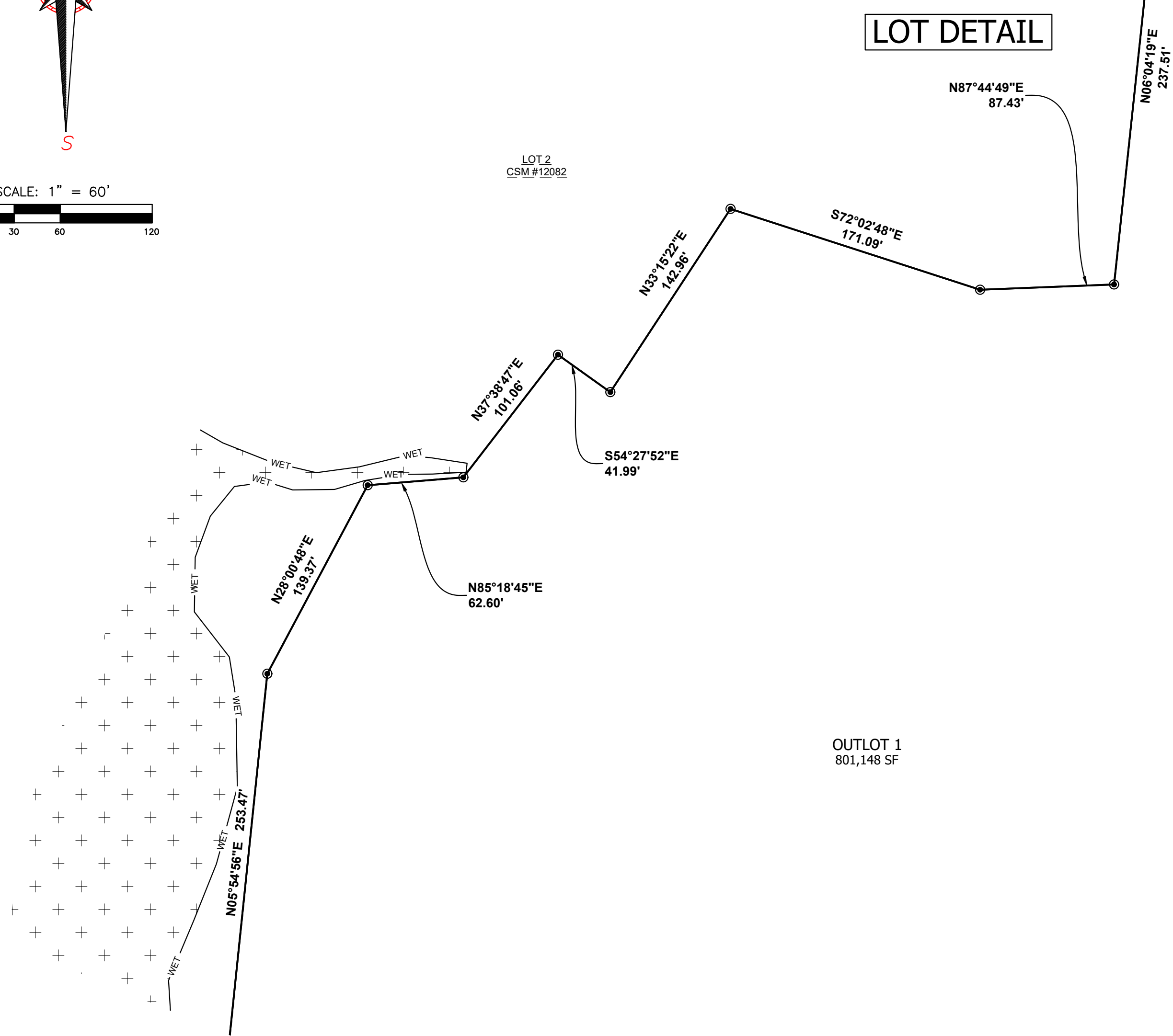


SCALE: 1" = 60'

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

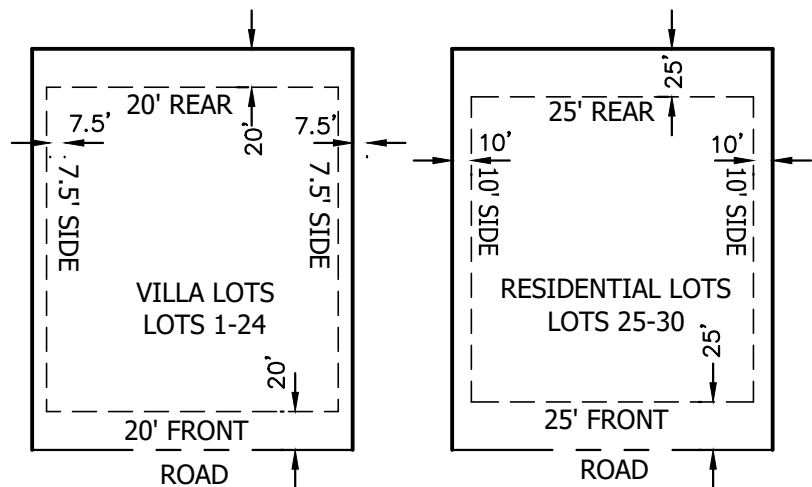
LOT DETAIL



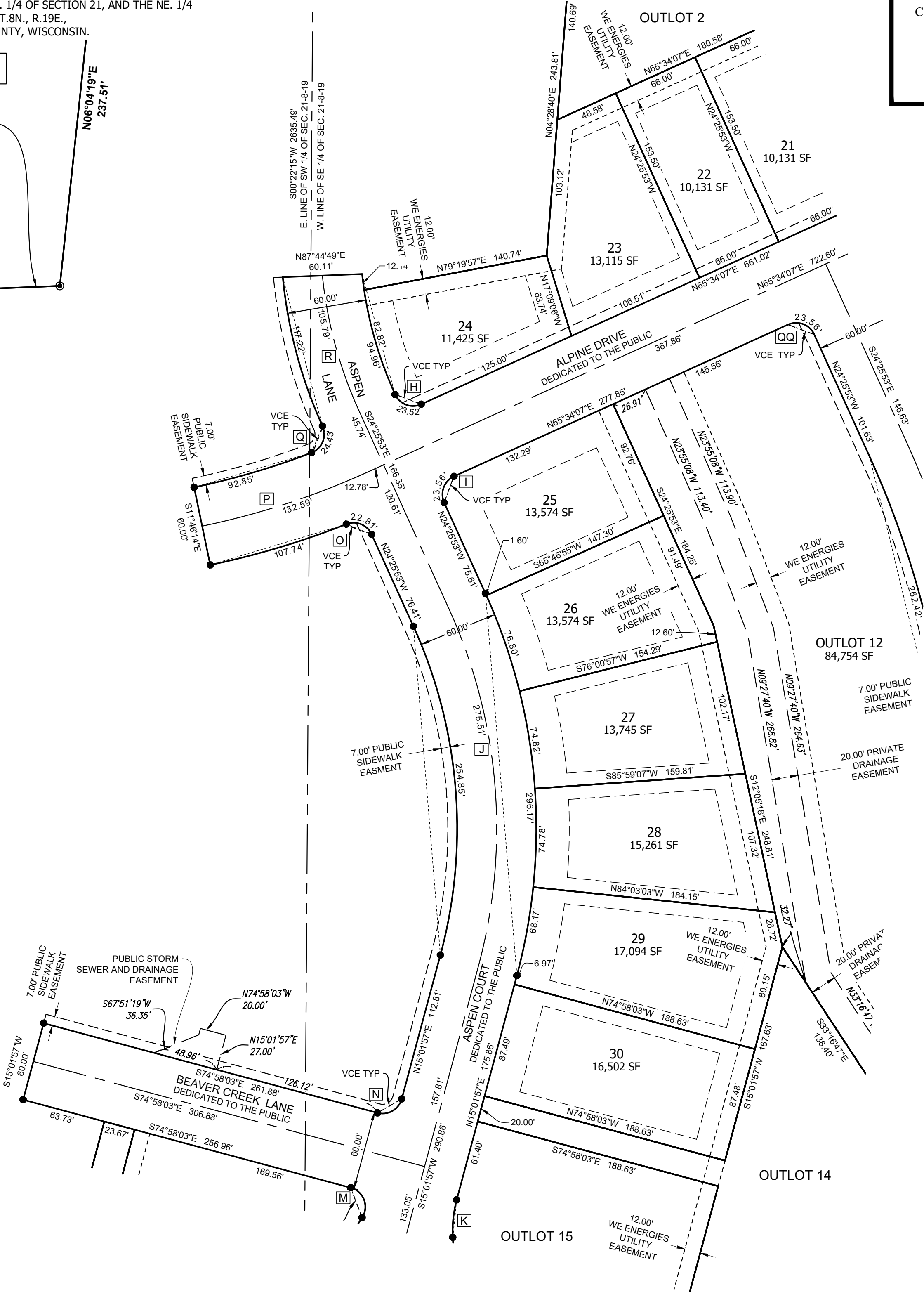
OUTLOT 1
801,148 SF

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS,
WT. = 1.13 LBS./LIN. FT.
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- VCE VISION CORNER EASEMENT



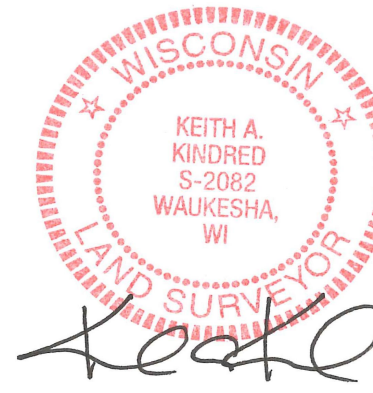
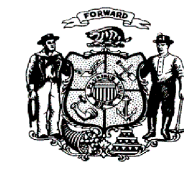
LOT SETBACK DETAILS
(N.T.S.)



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:

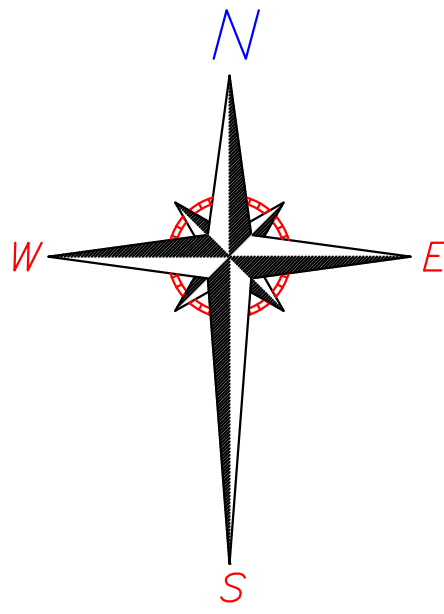
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWaukee, WI 53072
262-542-9200



PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 4 OF 7

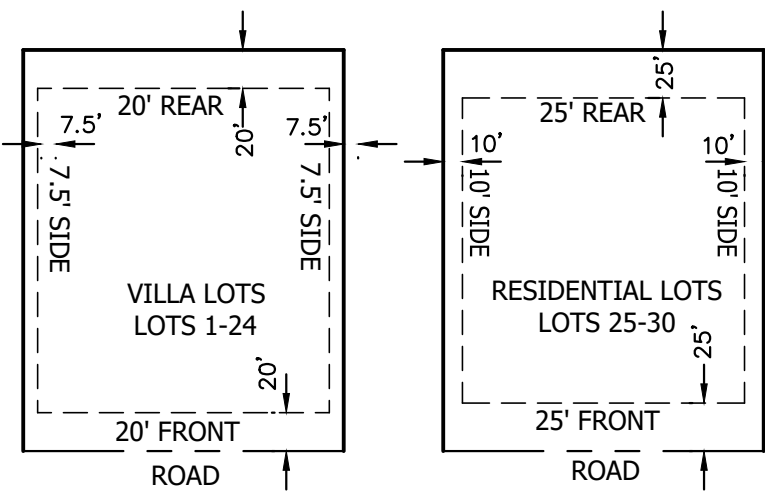


SCALE: 1" = 60'

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

LOT DETAIL

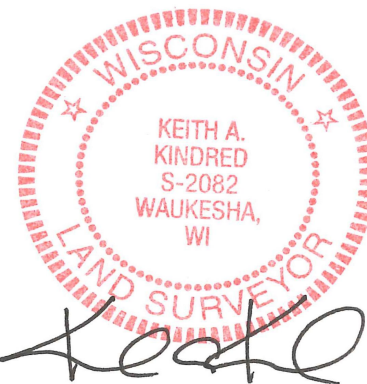
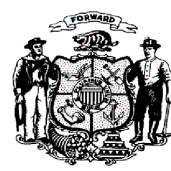


LOT SETBACK DETAILS
(N.T.S.)

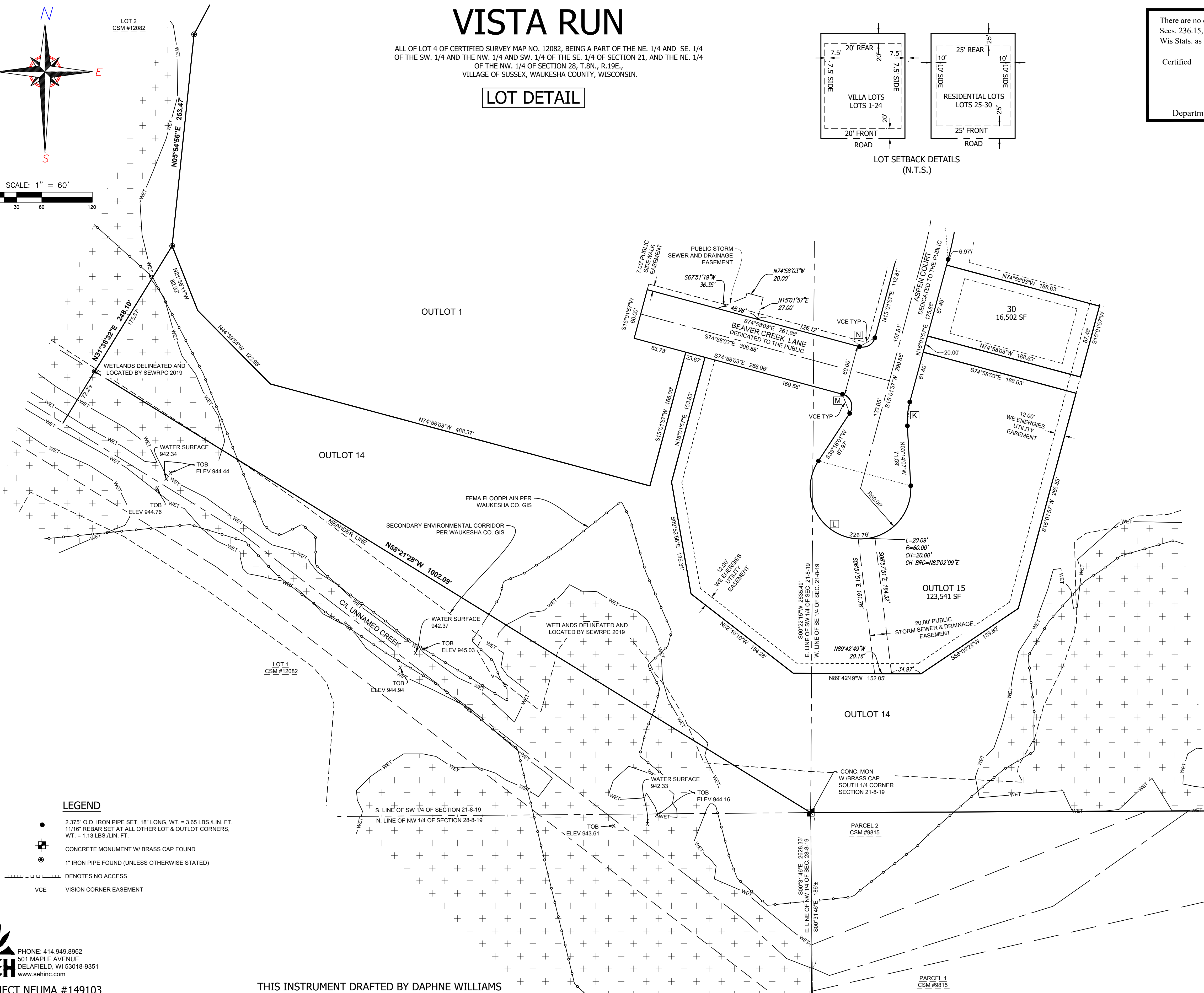
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

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REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
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DATED THIS 13TH DAY OF JULY, 2021.



LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
1 1/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS,
WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SURVEYOR:
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SEH, INC.
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SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200

SHEET 5 OF 7

GENERAL NOTES:

- 1) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 4. WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. THE INDIVIDUAL HOME OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF SAID OUTLOTS.
- 2) OUTLOTS 2, 7, 11 AND 14 TO BE ENCOMPASSED BY A DRAINAGE EASEMENT AND DEDICATED TO VILLAGE OF SUSSEX. SEE STORMWATER MANAGEMENT PRACTICES NOTES. PROPERTY OWNERS ARE RESPONSIBLE FOR GENERAL MAINTENANCE SUCH AS MORE MOWING, IF DESIRED, AND GARBAGE PICK-UP AROUND THE OUTLOTS.
- 3) OUTLOTS 1, 3, 4, 5, 6, 8, 9, 10, 12, 13 AND 15 ARE RESERVED FOR FUTURE DEVELOPMENT.
- 4) OUTLOTS 3, 5, 8, 9, 10, 12 AND 13 TO BE MULTIFAMILY DEVELOPMENT AND ARE ZONED SFRD-3 PUD.
- 5) LOTS 1 THROUGH 42 ARE ZONED RS-2 PUD. PLANNED DEVELOPMENT BELOW-
VILLA LOT- LOTS 1-24
RESIDENTIAL LOT-LOT 25-30
- 6) ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF SUSSEX UNLESS OTHERWISE STATED.
- 7) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- 8) AREA SHOWN IS ZONE X. AREA OF MINIMAL FLOODING AND ZONE AE 0.2% ANNUAL CHANCE FLOOD HAZARD PER FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 55133C0069G, EFFECTIVE DATE NOVEMBER 5, 2014. CROSS SECTION DATUM OF NAVD 88 ADJUSTED TO NGVD 29.
- 9) THE OVERALL AREA OF THIS PLAT IS 3,835,461 S.F. OR 88.05 AC. TO THE MEANDER LINE. 3,945,060 S.F. OR 90.57 AC. MORE OR LESS TO THE CENTERLINE OF THE CREEK.

- 10) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- 11) ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- 12) THE TITLEHOLDERS AND UNIT OWNERS OF THE VISTA RUN SUBDIVISION SHALL EACH HOLD AN UNDIVIDED AND NONTRANSFERABLE INTEREST IN OUTLOT 2, OUTLOT 7, OUTLOT 11 AND OUTLOT 14 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED.
- THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOT 2, OUTLOT 7, OUTLOT 11 AND OUTLOT 14. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE VILLAGE OF SUSSEX MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.
- IN ACCORDANCE WITH CHAPTER 14 - OF VILLAGE OF SUSSEX CODE OF ORDINANCES ("STORMWATER MANAGEMENT ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY VILLAGE AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY THE VILLAGE. UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF LOTS 1-42 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

ALL SIDE AND REAR LOT LINES NOT REGULATED BY THE VILLAGE OF SUSSEX SHALL BE GRADED AND MAINTAINED IN COOPERATION WITH ABUTTING PROPERTY OWNERS SO AS TO NEITHER IMPEDE THE FLOW OF STORMWATER, NOR NEGATIVELY IMPACT ANY ABUTTING PROPERTY, WHILE ALSO ADHERING TO THE ESTABLISHED, APPROVED, AND ACCEPTED STORMWATER MANAGEMENT PLAN.

EASEMENTS
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE VILLAGE OF SUSSEX, OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

WETLAND RESTRICTIONS

THOSE AREAS IDENTIFIED ON THIS SUBDIVISION PLAT AS WETLANDS, SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.

5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

7. THE RESOURCE BOUNDARIES AND RESTRICTIONS CONTAINED HEREIN MAY ONLY BE MODIFIED IN COMPLIANCE WITH THE VILLAGE OF SUSSEX ZONING ORDINANCE.

VISION CORNER RESTRICTIONS

WITHIN THE AREA OF THE VISION CORNER EASEMENT (V.C.E.) THE HEIGHT OF ALL PLANTINGS, BERMS, FENCING, SIGNS OR ANY OTHER STRUCTURE WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24" ABOVE THE INTERSECTION ELEVATION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT.

BASEMENT RESTRICTION - BEDROCK NOTE:

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS WHICH, DUE TO THE POSSIBLE PRESENCE OF BEDROCK NEAR THE GROUND SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT EITHER A LICENSED PROFESSIONAL ENGINEER OR OTHER SOILS EXPERT BE CONSULTED REGARDING THE CONSTRUCTION OF BASEMENTS IN THESE AREAS WHERE BEDROCK MAY BE PRESENT NEAR THE GROUND SURFACE. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

BASEMENT RESTRICTION - GROUNDWATER:

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT A LICENSED PROFESSIONAL ENGINEER DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

PER THE VILLAGE OF SUSSEX STORM WATER MANAGEMENT ORDINANCE UNDER SUBSURFACE DRAINAGE, BASEMENT FLOOR SURFACES SHALL BE BUILT A MINIMUM OF ONE (1) FOOT ABOVE THE SEASONAL HIGH WATER TABLE ELEVATION, AS DOCUMENTED IN THE SUBMITTED SOIL EVALUATIONS, AND SHALL AVOID HYDRIC SOILS AS MUCH AS POSSIBLE.

CURVE TABLE						
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1 TAN BEARING 2
A	EXTERIOR	894.93'	22°27'36"	350.81'	348.57'	N69°14'33"W N58°00'45"W N80°28'21"W
B	LOT 1	15.00'	90°00'00"	23.56'	21.21'	S48°10'44"E S03°10'44"E N86°49'16"E
C	C/L	120.00'	90°00'00"	188.50'	169.71'	N48°10'44"W N03°10'44"W S86°49'16"W
	R/W EAST	150.00'	90°00'00"	235.62'	212.13'	N48°10'44"W N03°10'44"W S86°49'16"W
	LOT 3	150.00'	18°43'31"	49.02'	48.80'	S83°48'59"E N86°49'16"E
	LOT 4	150.00'	23°05'54"	60.47'	60.06'	S62°54'16"E
	LOT 5	150.00'	23°07'46"	60.56'	60.14'	S39°47'26"E
	LOT 6	150.00'	23°05'51"	60.47'	60.06'	S16°40'38"E S05°07'43"E
	LOT 7	150.00'	1°56'58"	5.10'	5.10'	S04°09'13"E S03°10'44"E
	R/W WEST	90.00'	90°00'00"	141.37'	127.28'	N48°10'44"W N03°10'44"W S86°49'16"W
	LOT 19	90.00'	3°30'13"	5.50'	5.50'	N04°55'51"W N03°10'44"W
	LOT 20	90.00'	86°29'47"	135.87'	123.33'	N49°55'51"W N06°40'57"W S86°49'16"W
D	C/L	200.00'	47°30'31"	165.84'	161.13'	S26°56'00"E S03°10'44"E S50°41'16"E
	R/W EAST	170.00'	47°30'31"	140.96'	136.96'	S26°56'00"E S03°10'44"E S50°41'16"E
	LOT 8	170.00'	40°14'32"	119.40'	116.96'	S23°18'01"E S03°10'44"E
	LOT 9	170.00'	7°15'59"	21.56'	21.55'	S47°03'16"E S43°25'17"E S50°41'16"E
	R/W WEST	230.00'	47°30'31"	190.71'	185.30'	S26°56'00"E S03°10'44"E S50°41'16"E
	LOT 16	230.00'	14°50'02"	59.55'	59.38'	N43°16'15"W N50°41'16"W
	LOT 17	230.00'	15°58'19"	64.11'	63.91'	N27°52'04"W
	LOT 18	230.00'	15°57'20"	64.05'	63.84'	N11°54'14"W N03°55'35"W
	LOT 19	230.00'	4°44'50"	3.00'	3.00'	N03°33'09"W N03°10'44"W
	C/L	300.00'	16°56'46"	88.73'	88.41'	N42°12'53"W N33°44'30"W N50°41'16"W
E	R/W EAST	330.00'	16°56'46"	97.60'	97.25'	N42°12'53"W N33°44'30"W N50°41'16"W
	LOT 11	330.00'	9°08'21"	52.63'	52.58'	S46°07'05"E S50°41'16"E
	LOT 12	330.00'	7°48'25"	44.97'	44.93'	S37°38'42"E S41°32'55"E S33°44'30"E
	R/W WEST	270.00'	16°56'46"	78.86'	79.57'	N42°12'53"W N33°44'30"W N50°41'16"W
	LOT 13	270.00'	15°46'40"	74.35'	74.12'	N41°37'49"W N33°44'30"W
	LOT 14	270.00'	1°10'07"	5.51'	5.51'	N50°06'12"W N49°31'09"W N50°41'16"W
F	LOT 12	15.00'	100°09'51"	26.22'	23.01'	S83°49'25"E S33°44'30"E N46°05'39"E
G	LOT 13	15.00'	99°18'36"	26.00'	22.88'	N15°54'48"E N65°34'07"E N33°44'30"W
H	LOT 24	15.00'	89°50'54"	23.52'	21.19'	S69°30'26"E S24°34'59"E N65°34'07"E
I	LOT 25	15.00'	90°00'00"	23.56'	21.21'	S20°34'07"W S65°34'07"W S24°25'53"E
J	C/L	400.00'	39°27'50"	275.51'	270.10'	N04°41'58"W N15°01'57"E N24°25'53"W
	R/W EAST	430.00'	39°27'50"	296.17'	290.35'	N04°41'58"W N15°01'57"E N24°25'53"W
	LOT 25	430.00'	0°12'48"	1.60'	1.60'	S24°19'29"E S24°25'53"E
	LOT 26	430.00'	10°14'01"	76.80'	76.70'	S19°06'04"E
	LOT 27	430.00'	9°58'10"	74.82'	74.73'	S08°59'56"E
	LOT 28	430.00'	9°57'50"	74.78'	74.68'	S00°58'02"W S05°56'57"W
	LOT 29	430.00'	9°05'00"	68.17'	68.10'	S10°29'27"W S05°56'57"W S15°01'57"W
	R/W WEST	370.00'	39°27'50"	254.85'	249.84'	N04°41'58"W N15°01'57"E N24°25'53"W
K	LOT 31	90.00'	18°16'04"	28.69'	28.57'	S05°53'55"W S15°01'57"W S03°14'07"E
L	R/W	60.00'	216°32'08"	226.76'	113.95'	S74°58'03"E S33°18'01"W N03°14'07"W
M	LOT 36	15.00'	108°16'04"	28.34'	24.31'	N20°50'01"W N33°18'01"E N74°58'03"W
N	LOT 37	15.00'	90°00'00"	23.56'	21.21'	N60°01'57"E S74°58'03"E N15°01'57"E
O	LOT 41	15.00'	87°08'13"	22.81'	20.68'	N68°00'00"W N24°25'53"W S68°25'53"W
P	C/L	600.00'	12°39'40"	132.59'	132.32'	N71°53'57"E N78°13'46"E N65°34'07"E
	R/W SOUTH	630.00'	9°47'53"	107.74'	107.60'	N78°13'46"E N68°25'53"E
	R/W NORTH	570.00'	9°20'00"	92.85'	92.75'	N73°33'46"E N78°13'46"E N68°53'46"E
Q	LOT 42	15.00'	93°17'51"	24.43'	21.81'	N22°14'51"E N68°53'46"E N24°24'05"W
	C/L	325.00'	18°39'01"	105.79'	105.32'	S15°06'23"E S05°46'52"E S24°25'53"E
	R/W EAST	295.00'	18°26'33"	94.96'	94.55'	S15°21'42"E S06°08'26"E S24°34'59"E
	LOT 24	295.00'	16°05'06"	82.82'	82.55'	S16°32'26"E S24°34'59"E
	OUTLOT 1	295.00'	2°21'27"	12.14'	12.14'	S07°19'09"E S06°08'26"E S08°29'53"E
R	R/W WEST	355.00'	18°55'07"	117.22'	116.69'	S14°56'31"E S05°28'58"E S24°24'05"E
	OUTLOT 3	15.00'	89°59'52"	23.56'	21.21'	N13°00'49"W N31°59'07"E N58°00'45"W
	OUTLOT 6	15.00'	90°00'08"	23.56'	21.21'	S76°59'11"W N58°00'45"W S31°59'07"W
T	OUTLOT 3	15.00'	90°29'04"	23.69'	21.30'	N69°16'55"E S65°28'34"E N24°02'23"E
U	C/L	600.00'	5°39'20"	59.22'	59.20'	S62°38'54"E S69°49'13"E S65°28'34"E
	R/W NORTH	570.00'	5°39'19"	56.26'	56.24'	S62°38'54"E S59°49'14"E
	R/W SOUTH	630.00'	5°39'20"	62.19'	62.16'	S62°38'54"E S59°49'13"E S65°28'34"E
V	R/W NORTH	90.00'	18°14'02"	28.64'	28.52'	S50°42'13"E S41°35'12"E S59°49'13"E
W	R/W	60.00'	212°09'26"	222.17'	115.31'	S30°10'46"W N43°04'31"W S75°53'57"E
X	R/W	60.00'	212°09'26"	222.17'	115.31'	S30°10'46"W N43°04'31"W S75°53'57"E

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

CURVE TABLE									
	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2	
Y	R/W SOUTH	90.00'	18°14'02"	28.64'	28.52'	N68°56'14"W	N59°49'13"W	N78°03'15"W	
Z	OUTLOT 4	15.00'	82°30'19"	21.60'	19.78'	N24°13'24"W	N17°01'45"E	N65°28'34"W	
AA	C/L	300.00'	31°48'54"	166.58'	164.45'	S16°04'40"W	S31°59'07"W	S00°10'13"W	
	CL-NORTH	300.00'	7°27'41"	39.07'	39.04'	S28°15'17"W	S31°59'07"W		
	CL-SOUTH	300.00'	24°21'13"	127.51'	126.56'	S12°20'50"W	S24°31'26"W	S00°10'13"W	
	OUTLOT 4	330.00'	16°51'33"	97.10'	96.75'	S08°35'59"W	S17°01'45"W	S00°10'13"W	
BB	OUTLOT 6	270.00'	23°52'10"	112.48'	111.67'	S12°06'18"W	S24°02'23"W	S00°10'13"W	
	C/L	300.00'	65°23'54"	342.42'	324.14'	N32°52'10"E	N65°34'07"E	N00°10'13"E	
	CL-NORTH	300.00'	56°05'18"	293.67'	282.09'	N28°12'52"E		N00°10'13"E	
	CL-SOUTH	300.00'	9°18'36"	48.75'	48.69'	N60°54'49"E	N65°34'07"E	N56°15'30"E	
	R/W WEST	270.00'	45°55'26"	216.41'	210.67'	N23°07'56"E	N46°05'39"E	N00°10'13"E	
	LOT 12	270.00'	35°07'19"	165.51'	162.93'	N28°32'00"E	N46°05'39"E		
	OUTLOT 3	270.00'	10°48'08"	50.90'	50.83'	N05°34'17"E	N10°58'21"E	N00°10'13"E	
	R/W EAST	330.00'	48°35'37"	279.88'	271.57'	N24°28'01"E	N48°45'50"E	N00°10'13"E	
CC	OUTLOT 6	330.00'	26°06'16"	150.35'	149.05'	S13°13'21"W	S00°10'13"W		
	OUTLOT 7	330.00'	3°28'27"	20.01'	20.02'	S28°00'42"W		S29°44'56"W	
	OUTLOT 8	330.00'	19°00'54"	109.52'	109.02'	S39°15'23"W	S29°44'56"W	S48°45'50"W	
	DD	R/W-OL 8	15.00'	82°30'19"	21.60'	19.78'	S07°30'40"W	S48°45'50"W	S33°44'30"E
		R/W-OL 9	15.00'	80°41'24"	21.12'	19.42'	S74°05'11"E	N65°34'07"E	S33°44'30"E
		EE	C/L	1000.00'	8°58'25"	156.62'	156.46'	N38°13'42"W	N42°42'54"W
R/W-OL 8	970.00'		8°58'25"	151.92'	151.76'	N38°13'42"W	N42°42'54"W	N33°44'30"W	
R/W-OL 9	1030.00'		8°58'25"	161.32'	161.15'	S38°13'42"E	S33°44'30"E	S42°42'54"E	
FF	C/L	200.00'	48°50'35"	170.49'	165.38'	N18°17'37"W	N06°07'40"E	N42°42'54"W	
	R/W EAST	230.00'	48°50'35"	196.07'	190.18'	N18°17'37"W	N06°07'40"E	N42°42'54"W	
	OUTLOT 8	230.00'	11°09'53"	44.82'	44.75'	S37°07'58"E	S42°42'54"E		
	OUTLOT 7	230.00'	4°59'02"	20.01'	20.00'	S29°03'31"E		S26°34'00"E	
	OUTLOT 13	230.00'	32°41'40"	131.24'	129.47'	S10°13'10"E	S26°34'00"E	S06°07'40"W	
GG	R/W-OL 9	170.00'	48°50'35"	144.92'	140.57'	S18°17'37"E	S42°42'54"E	S06°07'40"W	
	C/L	500.00'	7°53'20"	68.84'	68.79'	N02°11'01"E	N01°45'39"W	N06°07'40"E	
	R/W-OL 13	470.00'	7°53'20"	64.71'	64.66'	N02°11'01"E	N01°45'39"W	N06°07'40"E	
HH	R/W-OL 9	530.00'	7°53'20"	72.97'	72.92'	S02°11'01"W	S06°07'40"W	S01°45'39"W	
	II	R/W-OL 13	15.00'	85°44'39"	22.45'	20.41'	N44°37'59"W	N87°30'18"W	N01°45'39"W
JJ		R/W-OL 13	90.00'	9°05'42"	14.29'	14.27'	S88°12'09"W	S83°39'18"W	N87°15'00"W
	KK	R/W-OL 13	60.00'	216°32'08"	226.76'	113.95'	N11°52'52"E	S59°48'34"E	S83°39'18"W
LL		R/W-OL 13	90.00'	26°45'53"	42.04'	41.66'	S73°11'30"E	S86°34'27"E	S59°48'34"E
	MM	C/L	600.00'	19°09'01"	200.54'	199.61'	S87°39'09"E	N82°46'21"E	S78°04'38"E
C/L EAST		600.00'	13°41'04"	143.29'	142.95'	N84°55'09"W	N78°04'38"W		
C/L WEST		600.00'	5°28'00"	57.25'	57.22'	S85°30'21"W	S88°14'21"W	S82°46'21"W	
R/W-OL 9		630.00'	1°27'58"	16.12'	16.12'	N83°30'20"E	N82°46'21"E	N84°14'19"E	
R/W-OL 13		570.00'	10°39'12"	105.98'	105.83'	N88°05'57"E	N82°46'21"E	S86°34'27"E	
NN	R/W-OL 9	15.00'	85°59'58"	22.51'	20.46'	N41°14'20"E	N84°14'19"E	N01°45'39"W	
	C/L	100.00'	94°16'31"	164.54'	146.60'	S50°05'24"E	S02°57'08"E	N82°46'21"E	
	R/W EAST	70.00'	94°16'31"	115.18'	102.62'	N50°05'24"W	S82°46'21"W	N02°57'08"W	
	OUTLOT 11	70.00'	25°42'52"	31.42'	31.15'	S84°22'13"E		N82°46'21"E	
	OUTLOT 10	70.00'	68°33'39"	83.76'	78.85'	S37°13'57"E	S02°57'08"E	S71°30'47"E	
	R/W WEST	130.00'	94°16'31"	213.90'	190.58'	S50°05'24"E	S02°57'08"E	N82°46'21"E	
	OUTLOT 12	130.00'	51°08'24"	116.03'	112.22'	N28°31'20"W		N02°57'08"W	
	OUTLOT 13	130.00'	30°18'51"	68.78'	67.98'	N69°14'57"W	N84°24'23"W		
OO	OUTLOT 14	130.00'	12°49'16"	29.09'	29.03'	S89°10'59"W	S82°46'21"W	N84°24'23"W	
	C/L	730.00'	21°28'45"	273.66'	272.07'	S13°41'31"E	S24°25'53"E	S02°57'08"E	
	R/W-OL 10	760.00'	21°28'45"	284.91'	283.25'	N13°41'31"W	N02°57'08"W		
	R/W-OL 12	700.00'	21°28'45"	262.42'	260.88'	S13°41'31"E	S24°25'53"E	S02°57'08"E	
PP	R/W-OL 10	15.00'	90°00'00"	23.56'	21.21'	N20°34'07"E	N24°25'53"W	N65°34'07"E	
QQ	R/W-OL 12	15.00'	90°00'00"	23.56'	21.21'	S69°25'53"E	N65°34'07"E	S24°25'53"E	

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped all of Lot 4 of Certified Survey Map No. 12082, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, T8N, R19E., Village of Sussex, Waukesha County, Wisconsin more particularly described as follows:

All of Lot 4 of Certified Survey Map No. 12082.

Said lands contain 3,835,461 Sq. Ft. or 88.05 Acres to the meander line, 3,945,060 Sq.Ft. or 90.57 Acres more or less to the centerline of the creek.

That I have made such survey, land division and plat by the direction of the owner(s) of said lands.

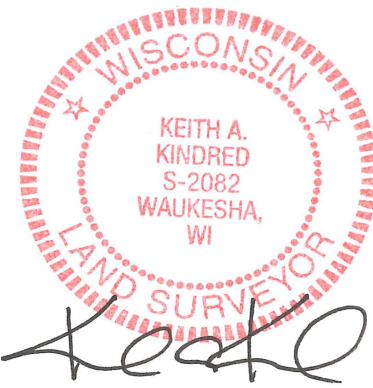
That such plat is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Sussex and Waukesha County in surveying, dividing and mapping the same.

Dated this 13th day of July, 2021.

Revised this 30th day of August, 2021.

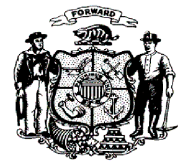
Revised this 1st day of September, 2021.



Keith A Kindred, PLS 2082

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

VISTA RUN LLC, Grantor, to

WISCONSIN ELECTRIC AND POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee

SPECTRUM MID-AMERICA, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as my be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the be property within the lines marked "Utility Easement Areas" without prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

LIMITED LIABILITY OWNER'S CERTIFICATE OF DEDICATION:

Vista Run, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Vista Run LLC, does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

- 1) Department of Administration
- 2) Village of Sussex

IN WITNESS WHEREOF, said Vista Run LLC, has caused these presents to be signed by Steve DeCleene, President of Neumann Developments, its sole member, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____.

In Presence of:

Steve DeCleene, President

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20____, the above named Steve DeCleene, President of Neumann Developments, its sole member of the above named corporation, to me known to be such member of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE:

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of _____, Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its President/CEO, and countersigned by _____, its Secretary (cashier) at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

In presence of:

_____ (Corporate Seal)

Corporate Name Countersigned

President Secretary (Cashier)

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20____. the above named _____, President, and _____, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____, Wisconsin

My commission expires _____.

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Approved that the Plat of VISTA RUN, in the Village of Sussex, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
Anthony J. LeDonne, Village President

Date: _____ Signed _____
Sam Liebert, Administrative Services Director

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Plat of VISTA RUN, in the Village of Sussex, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Anthony J. LeDonne, Chairperson

Date: _____ Signed _____
Sam Liebert, Administrative Services Director

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Sam Liebert, being duly elected, qualified and acting Treasurer of the Village of Sussex, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Vista Run.

Date _____
Treasurer-Sam Liebert

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela Reeves, being duly elected, qualified and acting Treasurer of WAUKESHA County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Vista Run.

Date _____
Waukesha County Treasurer - Pamela Reeves

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKindred@SEHinc.com

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200



THE CONDOMINIUM PLAT OF
THE RESERVES AT VISTA RUN

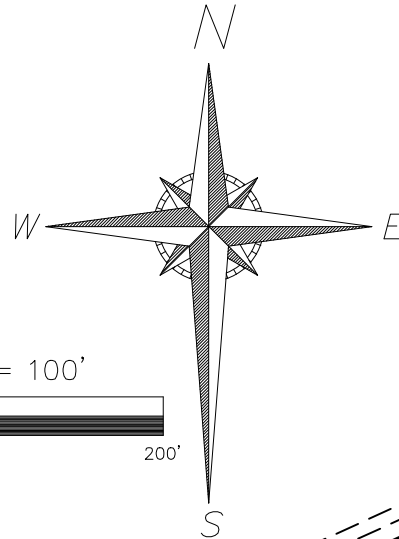
ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE SW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SURVEY BY:
KEITH A KINDRED PLS-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

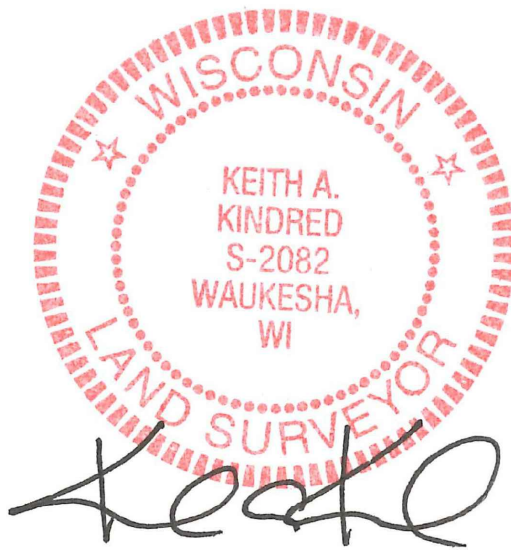
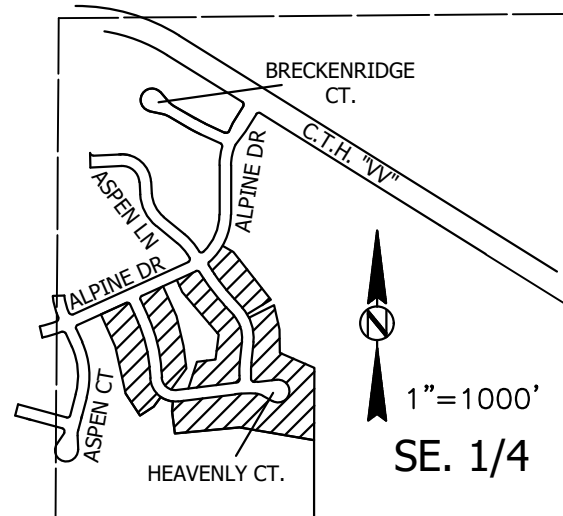
SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT. STE 100
PEWAUKEE, WI 53072

CURVE TABLE							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING	TAN BEARING
CC	R/W-OL 8	15.00'	82°30'19"	21.60'	19.78'	S07°30'40"W	S48°45'50"W
DD	R/W-OL 9	15.00'	80°41'24"	21.12'	19.42'	S74°05'11"E	N65°34'07"E
EE	R/W-OL 8	970.00'	8°58'25"	151.92'	151.76'	N38°13'42"W	N42°42'54"W
FF	R/W-OL 9	1030.00'	8°58'25"	161.32'	161.15'	S38°13'42"E	S33°44'30"E
GG	OUTLOT 8	230.00'	11°09'53"	44.82'	44.75'	S37°07'58"E	S42°42'54"E
HH	OUTLOT 13	230.00'	32°41'40"	131.24'	129.47'	S10°13'10"E	S26°34'00"E
II	R/W-OL 9	170.00'	48°50'35"	144.92'	140.57'	S18°17'37"E	S06°07'40"W
JJ	R/W-OL13	470.00'	7°53'20"	64.71'	64.66'	N02°11'01"E	N01°45'39"W
KK	R/W-OL 9	530.00'	7°53'20"	72.97'	72.92'	S02°11'01"W	S06°07'40"W
LL	R/W-OL 13	15.00'	85°44'39"	22.45'	20.41'	N44°37'59"W	N87°30'18"W
MM	R/W-OL13	90.00'	9°05'42"	14.29'	14.27'	S88°12'09"W	S83°39'18"W
NN	R/W-OL 13	60.00'	216°32'08"	226.76'	113.95'	N11°55'22"E	S59°48'34"E
OO	R/W-OL 13	90.00'	26°45'53"	42.04'	41.66'	S73°11'30"E	S86°34'27"E
PP	R/W-OL 9	630.00'	1°27'58"	16.12'	16.12'	N83°30'20"E	N82°46'21"E
QQ	R/W-OL 13	570.00'	10°39'12"	105.98'	105.83'	N88°05'57"E	N82°46'21"E
RR	R/W-OL 9	15.00'	85°59'58"	22.51'	20.46'	N41°14'20"E	N84°14'19"E
SS	OUTLOT 10	70.00'	68°33'39"	83.76'	78.85'	S37°13'57"E	S02°57'08"E
TT	OUTLOT 12	130.00'	51°08'24"	116.03'	112.22'	N28°31'20"W	N54°05'32"W
UU	OUTLOT 13	130.00'	30°18'51"	68.78'	67.98'	N69°14'57"W	N84°24'23"W
VV	R/W-OL 10	760.00'	21°28'45"	284.91'	283.25'	N13°41'31"W	N02°57'08"W
WW	R/W-OL 12	700.00'	21°28'45"	262.42'	260.88'	S13°41'31"E	S24°25'53"E
XX	R/W-OL 10	15.00'	90°00'00"	23.56'	21.21'	N20°34'07"E	N24°25'53"W
YY	R/W-OL 12	15.00'	90°00'00"	23.56'	21.21'	S69°25'53"E	N65°34'07"E

SCALE: 1" = 100'



LOCATION MAP
SEC. 21-T08N-R19E



AUGUST 31, 2021

PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

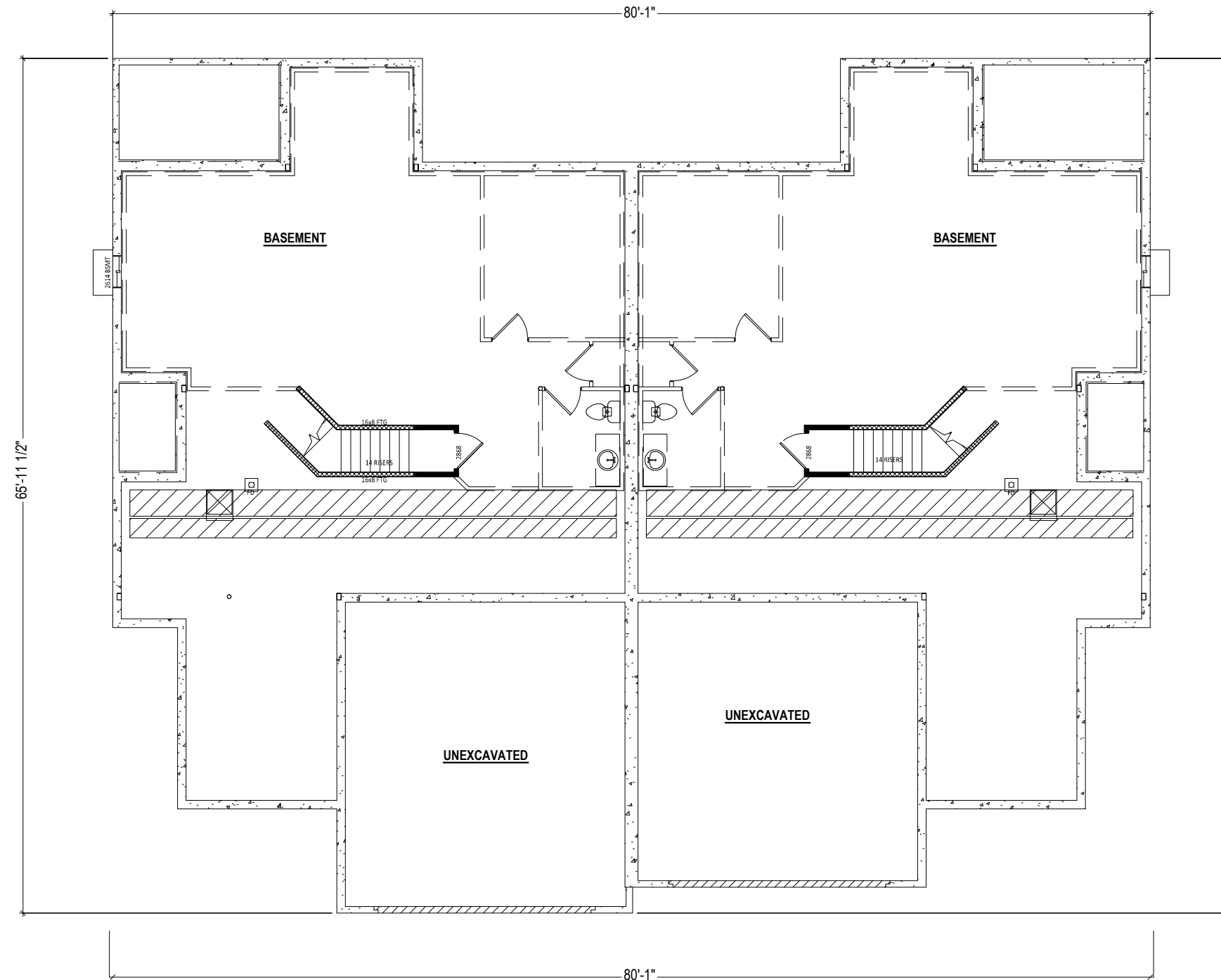
PROJECT # NEUMA-149103

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 1 OF 2

THE CONDOMINIUM PLAT OF
THE RESERVES AT VISTA RUN

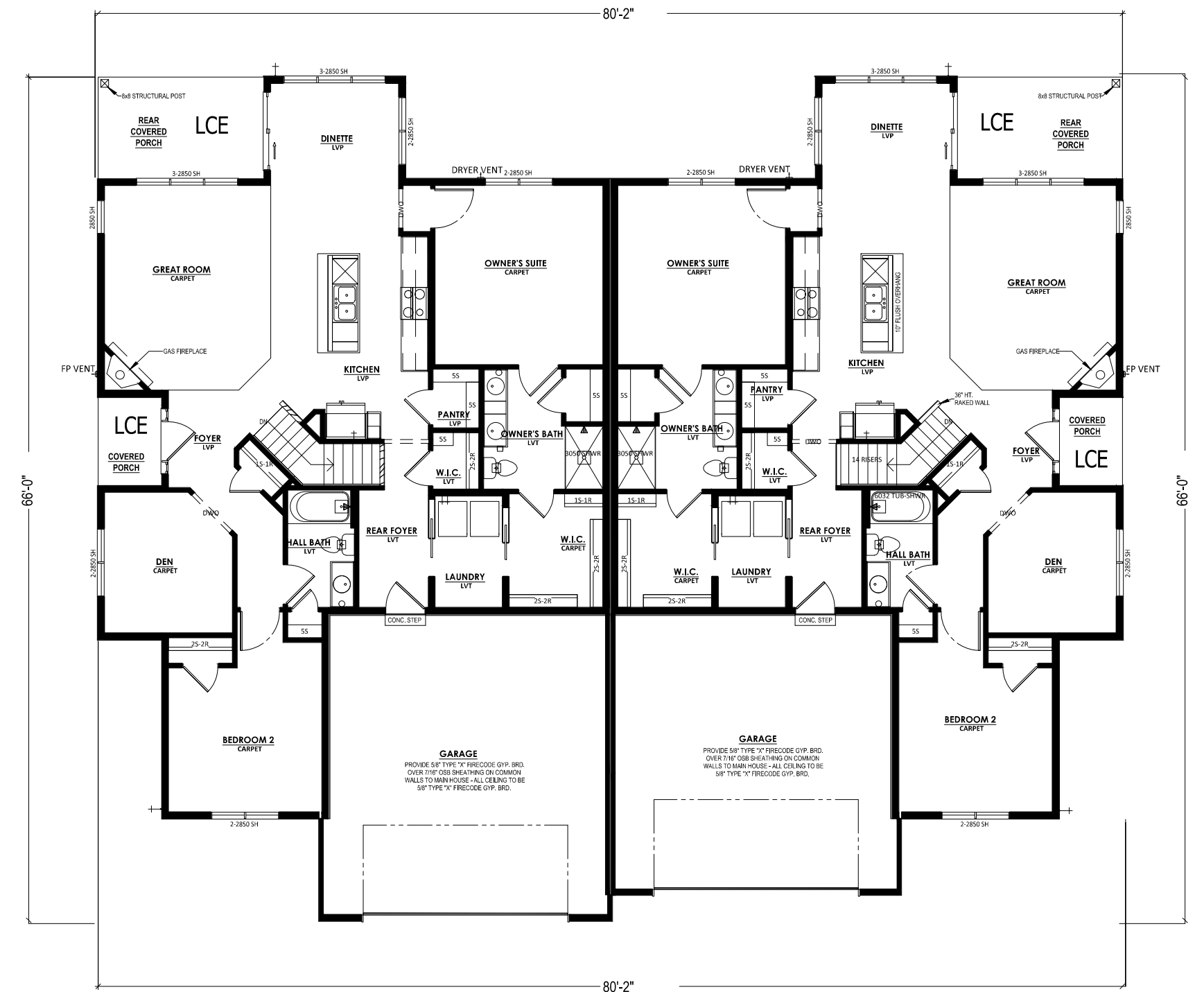
ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE SW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



FOUNDATION / LOWER LEVEL PLAN
(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)

LEGEND

LCE - DENOTES LIMITED COMMON
ELEMENT

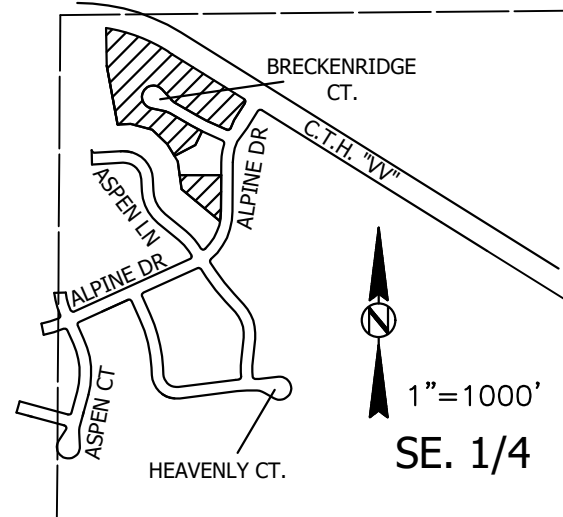


FIRST FLOOR PLAN
(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)

THE CONDOMINIUM PLAT OF
THE TOWN HOMES AT VISTA RUN

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

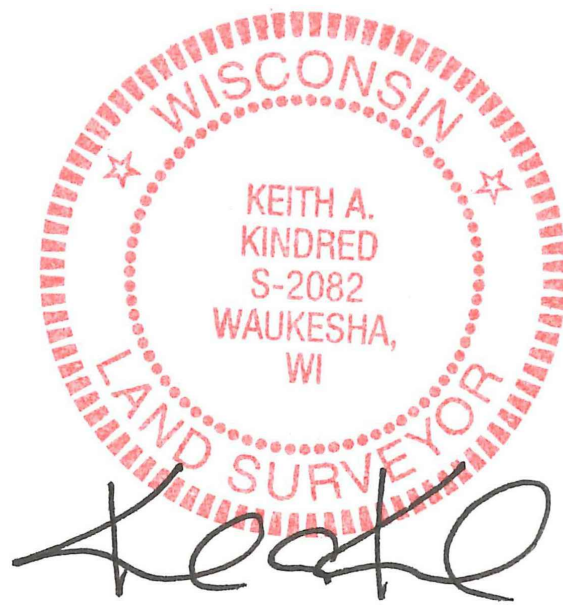
**LOCATION MAP
SEC. 21-T08N-R19E**



SURVEY BY:
KEITH A KINDRED PLS-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT. STE 100
PEWAUKEE, WI 53072

CURVE TABLE								
	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING	TAN BEARING
A	EXTERIOR	894.93'	22°27'36"	350.81'	348.57'	N69°14'33"W	N58°00'45"W	N80°28'21"W
S	OUTLOT 3	15.00'	89°59'52"	23.56'	21.21'	N13°00'49"W	N31°59'07"E	N58°00'45"W
U	OUTLOT 3	15.00'	90°29'04"	23.69'	21.30'	N69°16'55"E	S65°28'34"E	N24°02'23"E
	R/W NORTH	570.00'	5°39'19"	56.26'	56.24'	S62°38'54"E	S59°49'14"E	S65°28'34"E
V	R/W SOUTH	630.00'	5°39'20"	62.19'	62.16'	S62°38'54"E	S59°49'13"E	S65°28'34"E
W	R/W NORTH	90.00'	18°14'02"	28.64'	28.52'	S50°42'13"E	S41°35'12"E	S59°49'13"E
X	R/W	60.00'	212°09'26"	222.17'	115.31'	S30°10'46"W	N43°44'31"W	S75°53'57"E
Y	R/W SOUTH	90.00'	18°14'02"	28.64'	28.52'	N68°56'14"W	N59°49'13"W	N78°03'15"W
BB	OUTLOT 5	270.00'	10°48'08"	50.90'	50.83'	N05°34'17"E	N10°58'21"E	N00°10'13"E

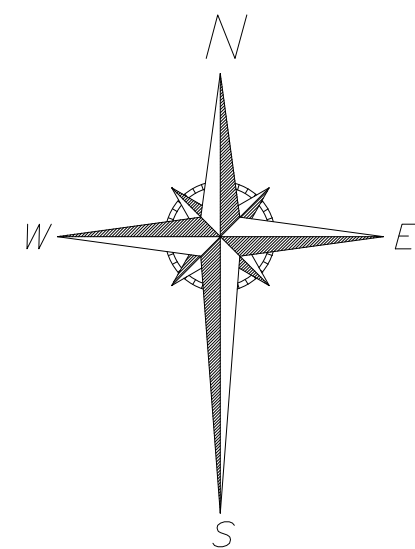


AUGUST 31, 2021

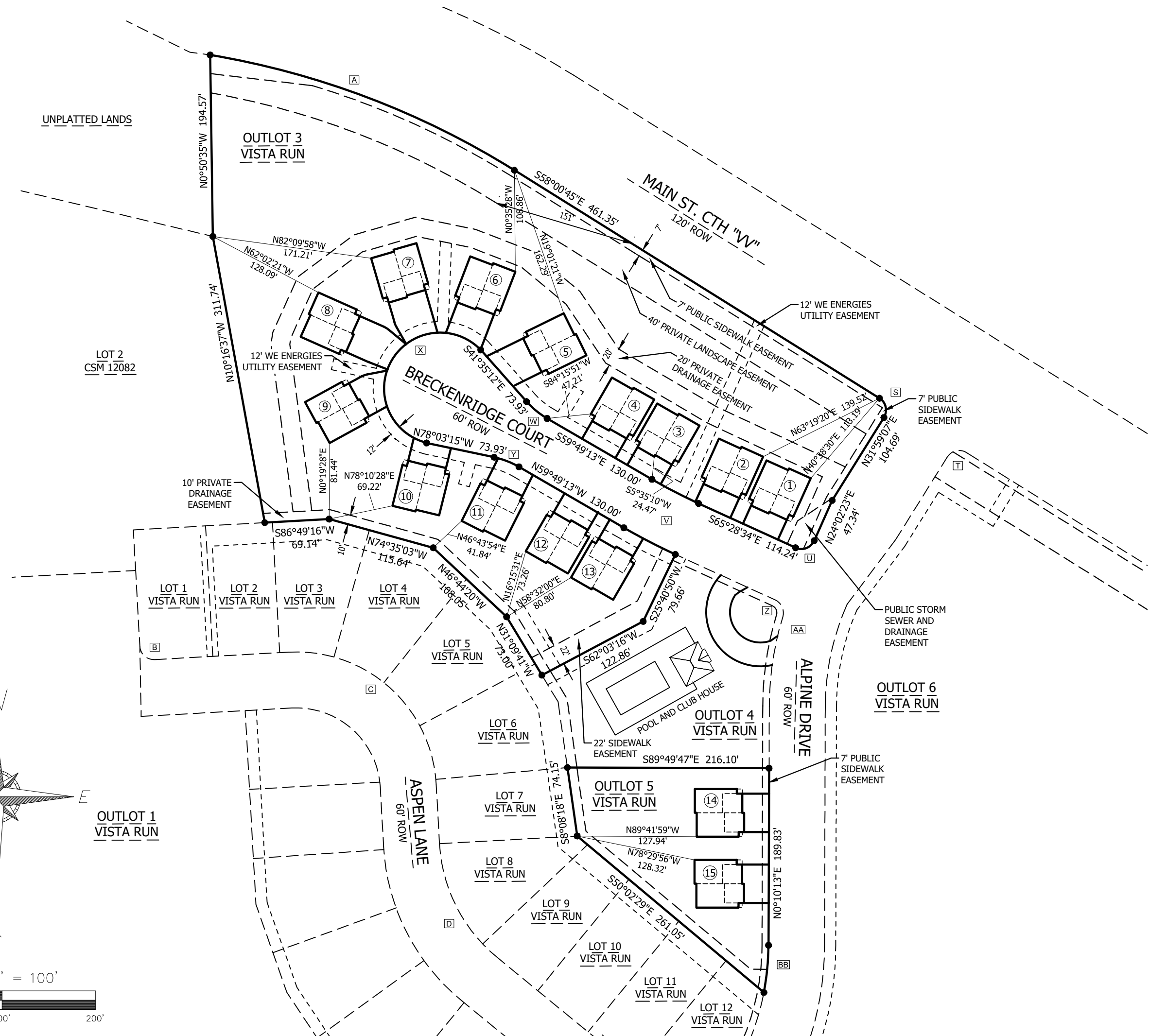


PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-149103



SCALE: 1" = 100'
0 50' 100' 200'



THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 1 OF 2

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



(FLOOR PLANS BY OTHERS)

(DIMENSIONS AND AREAS ARE APPROXIMATE)



(FLOOR PLANS BY OTHERS)

(DIMENSIONS AND AREAS ARE APPROXIMATE)



(FLOOR PLANS BY OTHERS)

(DIMENSIONS AND AREAS ARE APPROXIMATE)



PROJECT# NEUMA-149103

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

LEGEND

LCE - DENOTES LIMITED COMMON
ELEMENT

**AMENDED AND RESTATED DEVELOPER'S AGREEMENT FOR
HIGHLANDS BUSINESS PARK B
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN**

THIS AGREEMENT made this _____ day of _____, 2021, between **Sussex Corporate Park II, LLC**, a Wisconsin limited liability company, with offices at 1200 N. Mayfair Road, Suite 310, Milwaukee, WI 53226, hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

RECITALS:

WHEREAS, the DEVELOPER has acquired approximately 76 acres of land for development recently annexed to the VILLAGE, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to sell an approximately 36 acre portion of the SUBJECT LANDS for the development of single family housing by a third party (the "Residential Component") and to develop an approximately 40 acre portion of the SUBJECT LANDS for a Business Park with diverse office, retail and customer service uses, mixed with industrial and manufacturing uses (the "Commercial Component"), all as generally set forth on the alternative conceptual site Master Plans at **EXHIBIT B**, attached hereto and incorporated herein, or other plans as approved by the Plan Commission, hereinafter collectively called "DEVELOPMENT", by use of the standard regulations as set forth in Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Wisconsin Statutes provide that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the developer thereof make and install any public improvements reasonably necessary and/or that such developer provide financial security to ensure that the improvements will be made within a reasonable time; and

WHEREAS, said SUBJECT LANDS were, pursuant to Annexation Ordinance 874, temporarily zoned as Agricultural District A-1 and the Residential Component is anticipated to be rezoned to Single-family Residential District and the Commercial Component will be rezoned to BP-1 Business Park District with a Planned Development Overlay (PDO), described in **EXHIBIT C**, attached hereto and incorporated herein, hereafter called "PDO", and

WHEREAS, the PDO is to allow for B-2 uses on the Commercial Component of the SUBJECT LANDS as well as particular and higher design standards beyond the typical standards; and

WHEREAS, VILLAGE and DEVELOPER desire to promote and incentivize those certain uses allowed in the PDO described in **EXHIBIT D**, attached hereto and incorporated herein, hereafter called "Incentivized Uses", and

WHEREAS, the DEVELOPER may be required to grant additional easements over portions of the SUBJECT LANDS for sanitary sewer, storm sewer, water main, and/or sidewalk; and

WHEREAS, the DEVELOPER and VILLAGE desire to ensure that certain public improvements which are reasonably necessary shall be made, installed and dedicated to the VILLAGE as appropriate, provided that said public improvements are constructed to municipal, county, or state specifications as appropriate, all applicable government regulations, this agreement for the Commercial Component and a similar agreement for the Residential Component, and as required by the VILLAGE Engineer, without cost to the VILLAGE, except as expressly set forth herein; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to sell the Residential Component for development to a third party who will enter into an agreement with the VILLAGE for the installation and dedication of necessary public improvements on the Residential Component, and the DEVELOPER will install and dedicate necessary public improvements on the Commercial Component and develop the Commercial Component as herein described in accordance with this agreement, all VILLAGE ordinances and all laws and regulations governing the DEVELOPMENT; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to sell the Residential Component and develop the Commercial Component of the SUBJECT LANDS as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing the DEVELOPMENT:

SECTION I. IMPROVEMENTS

Except as expressly set forth below, DEVELOPER shall sell the Residential Component and develop the Commercial Component of the SUBJECT LANDS and construct the improvements on the Commercial Component in accordance with plans and specifications approved by the VILLAGE as follows:

A. ROADWAY, SIDEWALK, AND PATH IMPROVEMENTS:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the grading, construction, and surfacing of any necessary improvements for roadway, sidewalks and paths as necessitated by VILLAGE approvals, including curbs, gutters and sidewalks, and perform and complete work and improvements, all as shown on and in accordance with approved plans and specifications and subject to the following:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street and sidewalk plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the

VILLAGE Engineer and other approving authorities evidencing review and approval of said plans.

2. DEVELOPER shall grade and install all planned public streets, improvements and sidewalks in accordance with the approved plans and specifications on file in the VILLAGE Clerk's office and/or as these plans may be approved subsequent to approval of this Agreement.

3. DEVELOPER shall substantially complete all improvements to the Commercial Component required under this Agreement no later than November 1, 2022. Substantial completion shall mean that each improvement has been constructed in strict accordance with the approved plans and specifications and is usable for the purpose intended.

4. DEVELOPER shall maintain Village streets, sidewalks and paths, including snowplowing, unless otherwise approved by the VILLAGE Administrator, until accepted by Resolution by the VILLAGE Board. DEVELOPER shall ensure any manholes are appropriately set to grade prior to November 1, 2022 to ensure safe snow plow operations.

5. DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Subject to intellectual property rights, said "as-builts" shall be on reproducible Mylar and in digital file, and shall include field locations and hydrant valves and curb stops, if any.

6. Contractors working on the DEVELOPMENT are required to clean up all mud, dirt, stone or debris on the streets, sidewalks and paths no later than the end of each working day. In addition, DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of concrete (as noted in the approved plans and specifications) has been installed by DEVELOPER and Final Acceptance is granted by the VILLAGE Board. The DEVELOPER shall clean up the streets, sidewalks and paths within forty-eight (48) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris is not promptly cleaned up after written notification, the VILLAGE may do so at the DEVELOPER's expense, at the option of the VILLAGE. (See also Section XIII(K) below.)

7. DEVELOPER shall provide any easements for the roadway/sidewalk improvements deemed necessary by the VILLAGE at no additional cost to the VILLAGE in a form agreeable to the VILLAGE, and said easements shall be shown on a certified survey map dividing the SUBJECT LANDS (the "CSM") to the extent that such easements are known at the time of the recording of the CSM.

8. If DEVELOPER proceeds with the installation of public improvements or other work on the SUBJECT LANDS prior to approval of any CSM, it proceeds at its own risk as to whether or not the CSM will receive all necessary approvals. DEVELOPER, prior to commencement of the installation of public improvements or other work on the SUBJECT LANDS, shall notify the VILLAGE of the DEVELOPER's intention to proceed with the installation of public improvements or other work, prior to approval of the CSM.

Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on-site inspected by the VILLAGE Engineer.

9. Any agreement entered into between a subsequent owner of the Residential Component of the DEVELOPMENT and the VILLAGE shall require a path over the Residential Component as mutually acceptable to such owner, DEVELOPER and the VILLAGE, which path shall connect to a sidewalk on Business Drive.

B. SANITARY SEWER:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the grading, construction, and provision of any necessary improvements to the sanitary sewer system to serve the Commercial Component of the DEVELOPMENT as required by the VILLAGE all as shown on and in accordance with approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, and subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. To construct, furnish, install and provide a complete sewerage system for the Commercial Component of the SUBJECT LANDS, all in accordance with the approved plans and specifications and all applicable Federal, State and VILLAGE ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE and as approved by the VILLAGE Engineer.

3. DEVELOPER shall furnish "as-built" plans of the sanitary sewage system, including locations of laterals to lot lines, show changes from the construction plans, pursuant to specifications that must be approved by the VILLAGE Engineer prior to the issuance of building permits. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations of laterals, if any.

4. The sanitary sewer system shall be inspected by video recording in accordance with industry standards to ensure the sewer lines are free from defects and contain no blockages. The video of such inspection shall be provided to the Village Engineer prior to acceptance of the improvements. DEVELOPER shall be responsible for the repair of any defects as determined by the VILLAGE Engineer prior to the acceptance of the improvements by the VILLAGE.

5. DEVELOPER shall provide any easements for the sanitary improvements deemed necessary by the VILLAGE at no additional cost to the VILLAGE in a form agreeable to the VILLAGE, and such easements shall be shown on the CSM to the extent that such easements are known at the time of recording of the CSM.

C. WATER:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the grading, construction, and provision of any necessary improvements to the water system to serve the Commercial Component of the DEVELOPMENT as required by the VILLAGE all as shown on and in accordance with approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, and subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water plans are in conformance with all Federal, State and VILLAGE specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. To construct, furnish, install and provide a complete water system for the Commercial Component of the SUBJECT LANDS, all in accordance with the approved plans and specifications and all applicable Federal, State and VILLAGE ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE and as approved by the VILLAGE Engineer.

3. DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations, laterals, hydrant valves and curb stops, if any.

4. Prior to the end of the two year warranty period for improvements, if damage has occurred to the exterior of the hydrants, the hydrants shall be sandblasted and repainted at DEVELOPER's cost to address any damage done to the paint of the Hydrant by development or building construction on the Commercial Component of the DEVELOPMENT.

5. DEVELOPER shall provide any easements for the water improvements deemed necessary by the VILLAGE at no additional cost to the VILLAGE in a form agreeable to the VILLAGE, and such easements shall be shown on the CSM to the extent that such easements are known at the time of recording of the CSM.

D. SURFACE AND STORMWATER DRAINAGE:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the construction, installation, and provision of adequate facilities for storm and surface water drainage in accordance with the approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the stormwater plans are in conformance with all Federal, State and VILLAGE specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.
2. To construct, furnish, install and provide a complete stormwater system for the Commercial Component of the SUBJECT LANDS, including a stormwater pond common to the entire DEVELOPMENT, all in accordance with the approved plans and specifications and drawings on file in the VILLAGE Clerk's office and/or as these plans may be approved subsequent to approval of this Agreement, and all applicable Federal, State and VILLAGE ordinances, specifications, regulations and guidelines for the construction of stormwater systems in the VILLAGE and as approved by the VILLAGE Engineer.
3. DEVELOPER agrees that the site grading and construction of surface and stormwater drainage facilities shall be completed for the Commercial Component of the SUBJECT LANDS and the stormwater pond common to the entire DEVELOPMENT, including the cleaning of all storm sewers, prior to the issuance of occupancy permit(s) for the Commercial Component of the SUBJECT LANDS.
4. Upon completion, DEVELOPER shall transfer to the VILLAGE ownership of the stormwater pond generally depicted on **EXHIBIT B** provided that DEVELOPER shall remain responsible, unless otherwise approved by the VILLAGE, for the maintenance, operation, and replacement of all storm/surface water facilities (including detention and retention facilities and appurtenant equipment) outside of the right of way, or within outlots. The maintenance obligations shall be set forth in the VILLAGE approved maintenance agreement attached hereto as **EXHIBIT E** and to be recorded with the Waukesha County Register of Deeds, and owners of the SUBJECT LANDS shall be assessed a proportionate share of the costs arising from such obligations, based on buildable acreage of the SUBJECT LANDS owned. Maintenance obligations shall include, but not be limited to, the responsibility for, on a routine and emergency basis, as needed, conducting all dredging and/or cleaning of the storm/surface water facilities and equipment to assure that they perform in accordance with the approved plans and specifications.
5. If it is determined by a civil engineer licensed in the State of Wisconsin who is mutually acceptable to the VILLAGE and the DEVELOPER that the surface and stormwater drainage plan as constructed in the Commercial Component of the DEVELOPMENT on the SUBJECT LANDS does not provide stormwater management for the Commercial Component consistent with all Federal, State and VILLAGE ordinances, specifications, regulations and guidelines, the VILLAGE shall, not later than two (2) years following completion of the improvements described in this Subsection I(D), provide written notice to the DEVELOPER of any remedial measures recommended by such engineer, and the DEVELOPER shall implement such remedial measures not later than 60 days following receipt of such notice, or as soon thereafter as weather permits.

6. To furnish "as-built" plans of the entire drainage system constructed under this Subsection I(D), pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of occupancy permits. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

7. DEVELOPER shall provide the VILLAGE easements for surface and stormwater drainage deemed necessary by the VILLAGE, at no additional cost to the VILLAGE in a form agreeable to the VILLAGE, and said easements shall be shown on the CSM to the extent that such easements are known at the time of the recording of the CSM.

E. GRADING, EROSION AND SILT CONTROL:

DEVELOPER shall grade, and maintain all required erosion and sediment control measures on the Commercial Component of the SUBJECT LANDS in accordance with the approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, subject to the following:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and the Wisconsin Department of Natural Resources, and the Army Corps of Engineers, if applicable, have approved said plans.

2. DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, the Wisconsin Department of Natural Resources, and Army Corps of Engineers, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance, if the area has not been worked on within seven days.

4. Subject to the provisions of this Agreement, the VILLAGE specifically acknowledges and agrees that some rough site grading and excavation in the Commercial Component of the SUBJECT LANDS will occur in 2021 but that the grading improvements described in this subsection will not be completed until November 1, 2022.

F. LANDSCAPING AND SITE WORK:

DEVELOPER, as owner and upon transfer of ownership, its heirs, successors and assigns running with the SUBJECT LANDS shall, at its sole cost and expense, grade, seed, and otherwise landscape the Commercial Component of the SUBJECT LANDS subject to the following:

1. DEVELOPER shall provide and plant all trees/shrubs/plantings identified on the landscape plan for the Commercial Component attached hereto as **EXHIBIT F**. Said plans may be amended if approved by the VILLAGE upon request of the DEVELOPER, which approval shall not be unreasonably withheld, conditioned or delayed.

2. DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish on the Commercial Component. Removal of unwanted items, including buildings, shall be completed and must be certified as complete by the VILLAGE Engineer prior to the issuance of any occupancy permits.

3. DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE staff prior to the issuance of building permits.

4. The Association formed by DEVELOPER under Section XIII(O) below shall ensure owners maintain the landscaping features as shown on **EXHIBIT F**. Any landscape area within rights of way shall provide for proper easement and maintenance requirements in a form approved by the VILLAGE and attached hereto at **EXHIBIT G**, and said easements shall be shown on the CSM to the extent that such easements are known at the time of the recording of the CSM.

5. The DEVELOPER shall establish Street Trees per the street tree plan attached hereto at **EXHIBIT H**. The Street Trees shall be established only within the appropriate times per year as listed on the plan and the trees shall not be installed until construction activity is completed in the area as determined by the VILLAGE to avoid damage from construction. Street Trees shall be maintained by the DEVELOPER until the warranty period ends for said STREET Trees unless otherwise approved by the VILLAGE Board.

G. STREET SIGNS AND TRAFFIC CONTROL SIGNS:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, install or cause the installation of all necessary street and traffic control signs on or adjacent to the SUBJECT LANDS as required by the VILLAGE, subject to the following:

1. Street signs and traffic control signs as required by the VILLAGE for the DEVELOPMENT of the SUBJECT LANDS shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE.

2. All traffic control signs and street signs, as required by the VILLAGE, will be installed within twenty (20) working days of completion of the roadway.

H. STREET LIGHTS AND UTILITY BURIAL:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, install, or cause the installation of, all necessary street lights and bury, or cause the burial of, all above ground

utilities running in or adjacent to the SUBJECT LANDS as required by the VILLAGE, as shown on and in accordance with approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, and subject to the following:

1. DEVELOPER shall install or cause the installation of a street lighting system in the DEVELOPMENT according to a plan attached hereto as **EXHIBIT I**.
2. DEVELOPER shall realize the burial of all above ground utilities running in or adjacent to SUBJECT LANDS. This is primarily, but may not be exclusively, the utility lines running along County Highway K from the eastern boundary of the SUBJECT LANDS to the western boundary of the SUBJECT LANDS. The plan for said burial is attached hereto as **EXHIBIT J**.
3. DEVELOPER shall also ensure all non-VILLAGE utilities including, but not limited to gas, electric, phone, internet, and cable, being installed within the DEVELOPMENT are installed underground per VILLAGE standards.

I. ADDITIONAL IMPROVEMENTS:

DEVELOPER hereby agrees that if, at any time after plan approval and during construction of the Commercial Component of the DEVELOPMENT, the VILLAGE Engineer reasonably determines that modifications to the plans including additional stormwater improvements such as additional drainage ways, erosion control measures, and surface and stormwater management measures are necessary in order to comply with applicable laws or are necessary for public safety or for implementation of the original intent of the improvement plans as approved by the VILLAGE Engineer, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to make appropriate modifications under the circumstances, the VILLAGE may cause such work to be carried out and shall charge actual third party costs for such work plus the VILLAGE Administrative costs for the same against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

Rough site grading and excavation for the completion of the improvements to the Commercial Component required under this Agreement set forth in Section I above may be commenced at any time but all such improvements shall be substantially completed by the DEVELOPER not later than November 1, 2022. Substantial completion shall mean that each such improvement has been constructed in strict accordance with the approved plans and specifications and is usable for the purpose intended.

SECTION III. FINAL ACCEPTANCE:

Throughout this agreement, various stages of the DEVELOPMENT will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the public improvements described in Section I as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of DEVELOPMENT shall not commence the two-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without additional charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE Board. All improvements will be accepted by the VILLAGE Board by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER:

During the two year guarantee period described in Section VII below, DEVELOPER shall be responsible for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements required to be installed by the DEVELOPER in this agreement. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from responsibility during the two year guarantee period for the design, performance and function of the Commercial Component of the DEVELOPMENT and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. DEVELOPER shall guarantee after Final Acceptance, the public improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of two (2) years from the date of Final Acceptance ("Guarantee Period") by providing the Village with cash or letter of credit in a form acceptable to the Village Attorney in an aggregate amount of 10 percent of the total costs of the public improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting

from such faulty materials or workmanship during the Guarantee Period. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or defective materials; Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and workmanlike condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.

C. Notice of Repair. If during said Guarantee Period, the public improvements shall, in the reasonable opinion of the VILLAGE Engineer, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon written notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense within a reasonable amount of time. Should the DEVELOPER fail to make such repair or replacement within a reasonable amount of time, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the VILLAGE Board incur costs and expenses in repairing or replacing any portion of the improvements covered by this guarantee in excess of the amount of the guarantee security, then the DEVELOPER shall pay any excess cost or expense incurred in the correction process within 45 days of date of invoice by VILLAGE.

D. Maintenance Prior to Acceptance.

1. All public improvements required under Section I above shall be maintained by the DEVELOPER so they conform to the approved plans and specifications until the time of their Final Acceptance by the VILLAGE Board. This maintenance shall include routine maintenance. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for the actual costs of such work. Said bill shall be paid by DEVELOPER within 45 days of invoice by the VILLAGE. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the Guarantee Period.
2. Street sweeping and dust suppression shall be done by the DEVELOPER on a regular basis as needed to ensure a reasonably clean and safe roadway until approved by the VILLAGE Administrator. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid by DEVELOPER within 45 days of invoice by the VILLAGE.

3. In the event drainage problems arise within the Commercial Component of the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Engineer. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of the Commercial Component of this DEVELOPMENT, but in no event shall continue past the expiration of the Guarantee Period.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Administrator, on any public improvements until accepted by the VILLAGE Board.

SECTION IX. TAX INCREMENT FINANCING:

DEVELOPER and the VILLAGE have agreed that the boundary of Tax Increment District No. 7 (the "TID") shall be amended prior to September 1, 2021 to include the SUBJECT LANDS, such that certain costs relating to the DEVELOPMENT shall be TID-eligible project costs and the SUBJECT LANDS shall generate "tax increment", as defined in Wis. Stat. sec. 66.1105(2)(i) (the "Tax Increment"). The VILLAGE shall obtain or provide financing for the following TID-eligible project costs and repay the same from Tax Increment generated from the SUBJECT LANDS:

A. VILLAGE fees and expenses relating to the Commercial Component of the DEVELOPMENT, not to exceed \$200,000, but including application fees, inspection fees, review fees, tree mitigation fees, and/or any conversion charge coming due under Wis. Stat. sec. 74.485 as a result of the uses of the Commercial Component of the SUBJECT LANDS being converted from uses previously assessed as agricultural land. The VILLAGE shall not assess any of the fees or charges described in this subsection against the Commercial Component of the SUBJECT LANDS or the DEVELOPER, and the VILLAGE shall pay directly any conversion charge coming due under Wis. Stat. sec. 74.485 as a result of a change in the use of the Commercial Component of the SUBJECT LANDS.

B. Costs for those infrastructure improvements generally depicted on the attached **EXHIBIT B**, which costs are enumerated on the attached **EXHIBIT K** (the "Infrastructure"), but in no event exceeding an aggregate amount of \$2,200,000 (provided that some enumerated amounts may be higher and some may be lower so long as the aggregate amount of Infrastructure costs paid by the VILLAGE does not exceed \$2,200,000). DEVELOPER shall cause installation of the Infrastructure in accordance with Village approved plans and specifications and this agreement, and shall cause the same to be dedicated to the VILLAGE in accordance with VILLAGE inspection and acceptance procedures, subject to the VILLAGE making payments amounting to \$2,200,000 for the Infrastructure and DEVELOPER paying all Infrastructure costs in excess of \$2,200,000. DEVELOPER shall submit contractor invoices to the VILLAGE as Infrastructure is complete, and the VILLAGE shall pay such invoices directly to contractors within forty-five days following receipt, unless DEVELOPER is materially in default under this agreement beyond any applicable

notice and cure period in which case the VILLAGE may defer any payment until DEVELOPER's default is cured. The \$2,200,000 Infrastructure costs to be paid by the VILLAGE must be substantially incurred and come due not later than December 31, 2022. The DEVELOPER shall provide the VILLAGE access to all contracts, invoices, books and records associated with the Infrastructure. The VILLAGE shall not specially assess the SUBJECT LANDS to recoup any Infrastructure costs.

SECTION X. DEVELOPER'S SECURED OBLIGATIONS AND FINANCIAL GUARANTEE:

As a pre-condition to submitting to the VILLAGE invoices for payment of Infrastructure costs under Subsection IX(B) above in excess of \$1,700,000, the DEVELOPER shall file with the VILLAGE a letter of credit substantially in the form attached hereto as **EXHIBIT L** (the "LOC"), in the initial amount equal to \$1,200,000, which amount shall be reduced periodically as set forth below to secure DEVELOPER's annual liabilities under Subsections A and B below and subject to adjustment under the terms of this Section. The LOC shall be a guarantee that the DEVELOPER shall cause the following terms of this agreement to be performed, provided that the LOC shall secure exclusively the obligations set forth in Subsections A and B below. VILLAGE may, consistent with Section 66.0627, Wisconsin Statutes, specially charge against the SUBJECT LANDS, any amount paid by VILLAGE for Infrastructure costs prior to the DEVELOPER filing the LOC with the VILLAGE. The DEVELOPER hereby waives its rights to due process under Section 66.0627 including, but not limited to, any required notice and hearing any right to appeal and agrees to promptly pay any special charges levied. Filing of the LOC with the VILLAGE is intended to be the exclusive guarantee of DEVELOPER's obligations thereafter and, upon filing of the LOC, DEVELOPER shall, at its sole option either (i) pay any then-outstanding special charges previously levied or (ii) add the amount of any then-outstanding special charges to the \$1,200,000 initial amount of the LOC.

A. DEVELOPER shall cause not less than 300,000 square feet of any buildings constructed in connection with the Commercial Component of the SUBJECT LANDS to be used for Incentivized Uses listed on **EXHIBIT D** or similar or accessory uses approved by the VILLAGE Administrator from time to time. All square footage on the Commercial Component of the SUBJECT LANDS conveyed or leased for Incentivized Uses by DEVELOPER shall be counted as Incentivized Uses, even if any such use changes after all obligations of the DEVELOPER under Section I of this agreement have been fulfilled. If the VILLAGE has funded all TID-eligible project costs described in Section IX above and at least 300,000 square feet of building area, cumulatively, have not been used for Incentivized Uses as of the December 31, 2029, DEVELOPER shall be liable to pay to the VILLAGE the sum of \$500,000. VILLAGE shall provide DEVELOPER at least 60 days' advance written notice when VILLAGE has reasonably determined that DEVELOPER is liable for the \$500,000 repayment under this Subsection. If DEVELOPER is unable to demonstrate achievement of 300,000 square feet of Incentivized Uses within the Commercial Component of the Subject Lands within such 60 day notice period, the VILLAGE may, following an additional 30 days written notice to DEVELOPER, draw the sum of \$500,000 from the LOC. The DEVELOPER's obligations under this Subsection shall be deemed satisfied, and the requirement that the LOC be maintained at the amount of \$500,000 also shall terminate, when at least 300,000 square feet of building area, cumulatively, have qualified under this Subsection as used for Incentivized Uses.

B. DEVELOPER shall pay the VILLAGE any amount (the "Shortfall") by which (i) the "Annual Payment" due from the VILLAGE to fund the VILLAGE's obligations under SUBSECTION IX(B) above (also listed as "Annual Payments" in the fifth column of the chart below), exceeds (ii) the amount of annual Tax Increment generated by the SUBJECT LANDS, including both the Residential Component and the Commercial Component of the DEVELOPMENT:

YEAR	DEBT	PRINCIPAL	INTEREST	ANNUAL PAYMENTS
2022	\$2,000,000	-	\$90,000	-
2023	\$2,090,000	-	\$62,700	\$62,700
2024	\$2,590,000	\$75,000	\$77,700	\$152,700
2025	\$2,515,000	\$75,000	\$77,950	\$152,950
2026	\$2,440,000	\$200,000	\$73,200	\$273,200
2027	\$2,240,000	\$325,000	\$67,200	\$392,200
2028	\$1,915,000	\$375,000	\$57,450	\$432,450
2029	\$1,540,000	\$375,000	\$46,200	\$421,200
2030	\$1,165,000	\$375,000	\$34,950	\$409,950
2031	\$790,000	\$375,000	\$23,700	\$398,700
2032	\$415,000	\$415,000	\$12,450	\$427,450
TOTAL		\$2,590,000	\$623,500	

By way of example only, in Year 2027 when an Annual Payment of \$392,200 is due, if the SUBJECT LANDS are then assessed at \$10,000,000, multiplying that value increment by a mill rate of \$15.80 per \$1000 of assessed value would generate Tax Increment of \$158,000; in which case, DEVELOPER must pay the VILLAGE a Shortfall of the \$392,200 Annual Payment less Tax Increment of \$158,000 or \$234,200. Any Shortfall payments due from DEVELOPER under this Subsection B shall be due when annual property taxes on the SUBJECT LANDS are due.

\$700,000 of the LOC, in the initial amount of \$1,200,000, shall secure DEVELOPER's liability for Shortfalls under this Subsection B. If DEVELOPER fails to timely pay any Shortfall when due, the VILLAGE may draw the Shortfall from the LOC, and DEVELOPER shall replenish the amount drawn from the LOC. DEVELOPER's liability for a Shortfall (and the LOC amount) shall be reduced each year to reflect the proportion of value increment relative to \$26,000,000 generating Tax Increment in the prior year. Also by way of example only, if in Year 2027, the SUBJECT LANDS are then assessed at \$10,000,000, the proportionate reduction in the \$700,000 amount of the LOC securing Shortfalls under this Subsection B would be $\$10,000,000 / \$26,000,000$ or 38.46 percent, such that the amount of the LOC shall be reduced by $.3846(\$700,000)$ or by \$269,231 to \$930,769.

DEVELOPER's liability under this Subsection, and any LOC security required under this Subsection shall terminate on the earlier to occur of (i) repayment of all financing incurred by the VILLAGE to pay TID project costs under Section IX above, or (ii) the year in which the SUBJECT LANDS (including both the Residential Component and the Commercial Component of the DEVELOPMENT) are assessed at not less than \$26,000,000. Any Shortfall payment made by DEVELOPER or drawn by the VILLAGE from the LOC shall be refunded by the VILLAGE to the

DEVELOPER to the extent that Tax Increment generated from the SUBJECT LANDS in future years ending prior to January 1, 2032, exceeds the amount of Tax Increment that would have been generated if the SUBJECT LANDS would have been assessed at \$26,000,000.

C. The LOC with the VILLAGE shall be renewed automatically for the period, commencing with DEVELOPER's submission to the VILLAGE of invoices for payment of Infrastructure costs in excess of \$1,700,000, and extending through termination of DEVELOPER's obligations under Subsections A and B above. The VILLAGE also may draw on the LOC if the LOC on file with the VILLAGE is dated to expire thirty (30) days prior to the expiration of the same and the same has not been extended, renewed, or replaced.

SECTION XI. OCCUPANCY PERMITS:

It is expressly understood and agreed that, unless otherwise expressly authorized above, or agreed to in writing by the VILLAGE Administrator upon request by the DEVELOPER, no occupancy permit shall be issued for any building(s) in the Commercial Component of the DEVELOPMENT unless otherwise authorized by the VILLAGE Administrator, until the VILLAGE Engineer has determined that:

A. The installation of the public improvements serving the SUBJECT LANDS for which an occupancy permit is requested has been completed and accepted by the VILLAGE Board.

B. The site grading and construction of surface and stormwater drainage facilities required to serve such building(s) are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.

C. All removal of unwanted items, including buildings, on the appropriate building site have been certified as complete by the VILLAGE Engineer.

D. All required grading plans for the Commercial Component have been submitted to, reviewed by and approved by the VILLAGE Engineer.

E. DEVELOPER has prepared appropriate deed restrictions and or easements which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.

F. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the Commercial Component of the DEVELOPMENT and disposed of lawfully. The DEVELOPER shall have the right to grind down trees, brush, tree trunks, shrubs and other natural growth and distribute the chips upon the SUBJECT LANDS.

G. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the VILLAGE Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

H. All public and private utilities have been installed in the Commercial Component of the SUBJECT LANDS, including street lighting fixtures, utility burial of existing above ground

facilities subject to Section 1(H)(2), above, the sanitary sewer system, and the water system and power burial.

I. DEVELOPER is not in default of any aspect of this agreement as determined by the VILLAGE Administrator.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING or OCCUPANCY PERMITS:

The VILLAGE reserves the right to withhold issuance of a Building or Occupancy Permit if DEVELOPER is in violation of this agreement beyond any applicable cure period.

SECTION XIII. MISCELLANEOUS REQUIREMENTS:
DEVELOPER shall:

A. EASEMENTS:

DEVELOPER shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer and such easements shall be along lot lines if at all possible. In particular, easements may be necessary for the sidewalk, and stormwater, and private utilities.

B. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

D. GRADES:

Prior to the issuance of a building permit the DEVELOPER or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the building, and the building corner grades of the adjacent buildings where applicable, as existing and as proposed.

E. RESERVE CAPACITY ASSESSMENTS – SANITARY SEWER:

The municipality shall levy assessments for the costs of reserve capacity created by the VILLAGE in the VILLAGE's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER in conformity with this agreement pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments (including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII) and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.

The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

The DEVELOPER and VILLAGE acknowledge that the amount of the RCA for Sanitary Sewer is determined based upon the expected use of the sewer system by the user seeking to operate on a lot in the Commercial Component of the DEVELOPMENT and therefore the amount of the RCA charge shall be determined in conjunction with the issuance of a building permit and shall be paid by the user prior to the issuance of the building permit.

F. RESERVE CAPACITY ASSESSMENTS-WATER:

The Municipality shall levy assessments for the costs of reserve capacity created by the VILLAGE in the VILLAGE's water system for the benefit of the DEVELOPER in conformity with this agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments (including, but not limited to, the notice and hearing requirements of Chapter 66 Chapter VII) and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

The DEVELOPER and VILLAGE acknowledge that the amount of the RCA for Water is determined based upon the expected use of the water system by the user seeking to operate on a lot in the Commercial Component of the DEVELOPMENT and therefore the amount of the RCA charge shall be determined in conjunction with the issuance of a building permit and shall be paid by the user prior to the issuance of the building permit.

G. PERMITS:

Upon request by the VILLAGE, DEVELOPER shall provide and submit to the VILLAGE valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

DEVELOPER agrees that no topsoil shall be removed from the Commercial Component of the SUBJECT LANDS without approval from the VILLAGE Engineer.

I. NOISE:

DEVELOPER shall make good faith efforts to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. and shall not continue beyond 7:00 p.m. weekdays without prior written approval of the Village Engineer. Saturday and Sunday working hours shall not begin before 8:00 a.m. and shall not continue beyond 4:00 p.m. There shall be no work on holidays.

J. DEBRIS:

The DEVELOPER shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within Commercial Component of the SUBJECT LANDS until such time as all improvements have been installed and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within seventy-two (72) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the subject property owner's expense.

K. DUTY TO CLEAN ROADWAYS:

DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of concrete has been installed. DEVELOPER shall clean the roadways within forth-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said mud, dirt and stone is not cleaned up after written notification, the VILLAGE may do so at the DEVELOPER's expense. The VILLAGE will do its best to enforce existing ordinances that require builders to clean up their mud from construction. (See also Section I(A)(6) above.)

L. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the DEVELOPMENT involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

M. ZONING CODE:

DEVELOPER acknowledges that the lands to be developed are subject to the VILLAGE's Zoning Code.

N. AGRICULTURE USE. While the SUBJECT LANDS may be used for agricultural purposes for weed control and other maintenance purposes, upon the VILLAGE's payment of the conversion charge under Section IX(A) above, the SUBJECT LANDS shall not be assessed under Wis. Stat. sec. 74.485.

O. ESTABLISHMENT OF AN ASSOCIATION COVENANTS:

DEVELOPER shall establish, subject to VILLAGE approval as to form, an ownership association that shall manage the operation of the common areas, landscaping, architectural control review and governance issues for the Commercial Component of the DEVELOPMENT and the stormwater pond for the Subject Lands. DEVELOPER shall also establish the necessary

covenants and deed restrictions subject to VILLAGE approval to ensure compliance with the PDO, Village rules and regulations and this agreement.

P. PAYMENT OF COSTS:

Subject to the VILLAGE's payment obligations under Section IX above, DEVELOPER shall pay for VILLAGE fees, expenses, costs and disbursements incurred by the VILLAGE in connection with the Commercial Component of the DEVELOPMENT or relative to the construction, installation, dedication and acceptance of the Commercial Component of the DEVELOPMENT improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administration and fiscal work. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or Engineering and administrative overtime, if applicable) plus 60% on the hourly rate for overhead and fringe benefits for any time actually spent on the DEVELOPMENT. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by DEVELOPER within thirty (30) days when due and invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the SUBJECT LANDS as a special charge pursuant to Wis. Stat. sec. 66.0627. The Building Inspector's work that is recovered through building permit fees are not subject to this Subsection.

SECTION XIV. METHOD OF IMPROVEMENT:

DEVELOPER hereby agrees to engage contractors for all work performed by the DEVELOPER under this agreement who are qualified to perform the work. DEVELOPER further agrees to use materials and make the various installations in accordance with the approved plans and specifications, which are made part of this agreement by reference and including those standard specifications as the VILLAGE Board or its Commissions may have adopted and published prior to this date.

SECTION XV. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors arising out of this agreement by any party or parties. DEVELOPER shall also name as additional insured on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this DEVELOPMENT and give the VILLAGE evidence of the same upon request by the VILLAGE. It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of DEVELOPER's responsibilities and liabilities pursuant to this Agreement or imposed by law.

SECTION XVI. VILLAGE RESPONSIBILITY:

A. VILLAGE agrees to provide or obtain funding for and to pay for the amounts due under SECTION IX above, subject to certification of the amendment to the TID 8 boundary and project plan by the Wisconsin Department of Revenue, and the Developer's compliance with terms of the agreement.

B. VILLAGE agrees to allow the DEVELOPER and the SUBJECT LANDS to connect to the VILLAGE's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein have been dedicated to and accepted by the VILLAGE.

SECTION XVII. INSURANCE:

DEVELOPER, its contractors, suppliers and any other individuals working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XVIII. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XIX. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XX. ZONING:

The VILLAGE does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement. The Commercial Component of the DEVELOPMENT shall be subject to a specific PDO Ordinance and DEVELOPER shall ensure compliance with the same unless and until the Village changes the PDO Ordinance or otherwise rezones the property.

SECTION XXI. COMPLIANCE WITH CODES AND STATUTES:

DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXII. ASSIGNMENT:

Except as otherwise set forth in this Agreement, DEVELOPER shall not assign this agreement without the written consent of the VILLAGE, which shall not be unreasonably withheld. The VILLAGE specifically consents to (a) the sale of the Residential Component of the DEVELOPMENT to a third party, and (b) assignment by DEVELOPER to an affiliate of DEVELOPER of all or portions of the Commercial Component of the DEVELOPMENT. In addition, within ten (10) days following written request from the DEVELOPER, the VILLAGE shall provide to any successor owner or end user with an estoppel certificate (a) confirming that the DEVELOPER is not in default under this agreement (or specifying any default that does exist), and (b) releasing the successor owner or end user and any portion of the SUBJECT LANDS to be

conveyed to them from the obligations to construct Infrastructure if final acceptance of the public improvements has occurred.

SECTION XXIII. PARTIES BOUND:

DEVELOPER or their assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the DEVELOPMENT.

SECTION XXIV. HEIRS & ASSIGNS:

Except as set forth in Section XXII above, this agreement is binding upon the DEVELOPER, their successors and assigns, and any and all future owners of the SUBJECT LANDS. This section allows for VILLAGE enforcement of the terms and conditions of this agreement against all such successors.

SECTION XXV. LEGAL RELATIONSHIP:

Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.

SECTION XXVI. SURVIVAL:

All agreements, representations, or warranties made herein shall survive the execution of this Agreement, performance of this Agreement, and the making of the grants hereunder. This Agreement shall be binding upon the Parties their respective heirs, personal representatives, executors, or successors and assigns.

SECTION XXVII. OWNERSHIP OF SUBJECT LANDS:

DEVELOPER owns the SUBJECT LANDS as of the date of this Agreement and has full power and authority to execute this Agreement.

SECTION XXVIII. MORTGAGEE CONSENT: DEVELOPER shall provide the VILLAGE written evidence that the mortgagee on the SUBJECT LANDS consents to the recording of this agreement. The VILLAGE acknowledges that this agreement shall be subordinate to the primary mortgage for the DEVELOPMENT.

SECTION XXIX. PARAGRAPH HEADINGS:

The paragraph headings in this Agreement are inserted for convenience only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

SECTION XXX. INCORPORATION OF RECITALS:

The recitals to this Agreement are hereby incorporated by reference and made a part of Agreement, and are intended to affect the meaning and/or interpretation of this Agreement.

SECTION XXXI. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION XXXII. INTERPRETATION:

This Agreement has been subject to significant drafting by both VILLAGE and DEVELOPER and this Agreement and its wording shall not be construed against the VILLAGE as the drafter of the language should a disagreement arise as to interpretation.

SECTION XXXIII. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement between the parties, and a prior Developer's Agreement between the parties made June 8th, 2021 is hereby merged herein and superceded by this Agreement. In the event of a conflict between this Agreement and the VILLAGE Code of Ordinances or any other enabling code, law, or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of the VILLAGE Code of Ordinances in effect at the time of the acceptance by DEVELOPER shall be controlling. If this Agreement is silent with respect to any specific issue, the VILLAGE Code of Ordinances and any applicable Federal and State Statutes shall govern.

SECTION XXXIV. RECORDING OF AGREEMENT:

This Agreement, or a Memorandum thereof, shall be recorded with the Register of Deeds for Waukesha County.

SECTION XXXV. AMENDMENTS:

VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

SUSSEX CORPORATE PARK II, LLC

By: _____
Stewart M. Wangard, Manager

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me this _____ day of _____, 2021, the above named _____ Authorized Signatory of Sussex Corporate Park II, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

CONSENT OF MORTGAGEE

National Exchange Bank & Trust ("Mortgagee"), holder of a Mortgage dated May 15, 2019, and recorded May 21, 2019 as Document No. 4397690, and a Mortgage dated April 1, 2021, and recorded April 1, 2021 as Document No. 4571871, and other security interests of Mortgagee (all of the forgoing, collectively, the "Mortgage"), covering portions or all of the SUBJECT LANDS, hereby consents to the DEVELOPER's execution and recording of the Amended and Restated Developer's Agreement for Highlands Business Park B.

In Witness Whereof, Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf at _____, on this ____ day of _____, 2021.

MORTGAGEE:

National Exchange Bank & Trust

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared _____ in his/her capacity as _____ of National Exchange Bank & Trust, and being duly sworn, acknowledged the execution of the foregoing instrument on its behalf.

Notary Public
Print Name: _____
Commission expires _____

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2021, the above-named Anthony LeDonne, VILLAGE President, and Sam E. Liebert VILLAGE Clerk-Treasurer, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the _____ day of _____, 2021.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

VILLAGE Attorney

EXHIBIT A

Legal Description of Subject Lands

A parcel of land located in the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, bounded and described as follows:

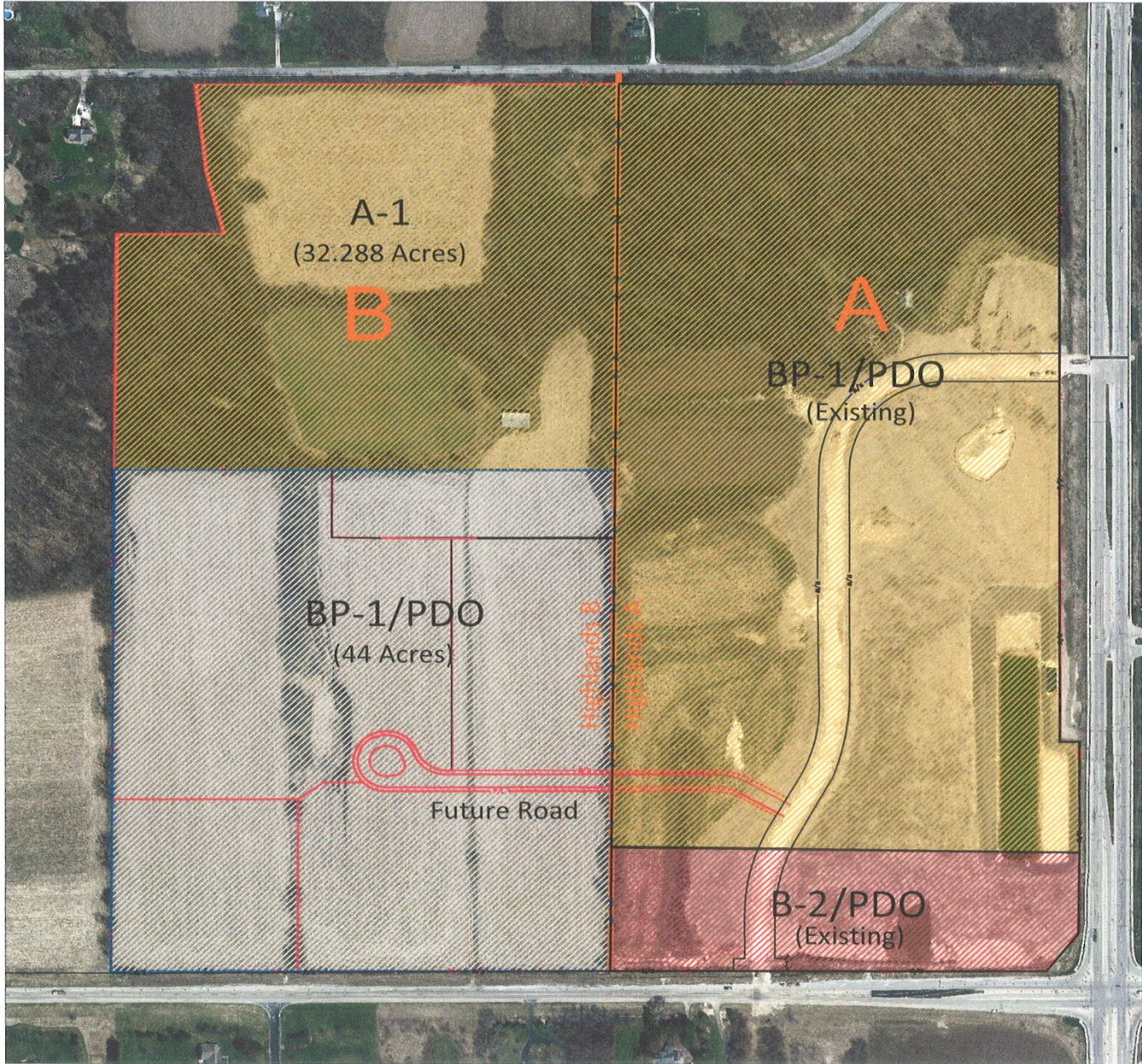
Commencing at the North 1/4 corner of said Section 33; thence North 89°54'44" East, 202.50 feet along the north line of the Northeast 1/4 of said Section to the point of beginning; continuing thence North 89°54'44" East, 1121.77 feet along said north line to the northerly extension of the west line of Lot 1 of Certified Survey Map No. 11793; thence South 0°33'24" West, 2597.67 feet along the west line of said Lot 1 of Certified Survey Map No. 11793 and the west line of Lot 3 of Certified Survey Map No. 11854 to the north line of C.T.H. "K" (Lisbon Road); thence South 89°53'56" West, 1318.13 feet along said north line to the west line of said Northeast 1/4 of Section 33; thence North 0°25'16" East, 2133.04 feet along said west line to the south line of Lot 1 of Certified Survey Map No. 7620; thence North 89°54'44" East, 282.00 feet along said south line to the easterly line of said Lot 1; thence North 14°09'16" West, 185.54 feet along said easterly line; continuing thence North 6°09'16" West, 286.49 feet along said easterly line to the point of beginning.

(Insert 2 Exhibit Bs: One depicting the least infrastructure needed and a second depicting the most infrastructure needed.)



PROPOSED ZONING

Sussex, WI



SCALE IN FEET



EXHIBIT D

EXHIBIT U- Incentivized Uses

In order to promote a strong economy and jobs the following uses that do not have a strikethrough are eligible to meet the incentivization thresholds of the Developer's Agreement section XXIX. This language come from the BP-1 Zoning District Code and Conditional Use section.

17.0420

BP-1 BUSINESS PARK DISTRICT

The BP-1 Business Park District is intended to provide for the orderly and attractive grouping of diverse office, retail, and customer service uses, mixed with industrial uses of limited intensity where the appearance of such mixed uses is enhanced by pleasing building architecture and generously landscaped sites free of outside storage and outside display of products. The district is intended to be located in highly visible locations adjacent to arterial highways, and should be buffered by means of landscaping and berms from residential uses.

A. Permitted Uses

1. Accommodations and Food Service

- (a) Restaurants, snack stands, and mobile food services. For a drive-through the Plan Commission must find that the vehicle stacking and noise from its operation will not impact surrounding properties or any public roadway.
- (b) Food service contractors and caterers
- (c) Hotels and Motels

2. Educational, Health Services, and Social Services

- (a) ~~Commercial day care centers provided that any outside play area is surrounded by a security fence; that no day care center is located within 300 feet of a gasoline service station, underground gasoline storage tanks, or any other storage of explosive material; that no day care center shall be located in an area where air pollution caused by smoke, dust, gases, or other particulate matter would endanger children; that no day care center shall be located in an area where noise would be so loud, shrill, or have an impulse to endanger children; that traffic be managed in a manner to minimize danger to children; and provided that adequate parking and circulation be provided on the day care facility site in accordance with the standards set forth in Section 17.0603(K)(6)(h)(3) of this Ordinance.~~

3. General Services

- (a) Repair and Maintenance of consumer electronics, electronic and precision equipment commercial and Industrial machinery and equipment, appliances, furniture/reupholsters.
- (b) Barber, beauty, nail salons, spa treatment services
- (c) Dry cleaning and laundry services (non-industrial)
- (d) Photo finishing laboratories
- (e) General Business Offices.
- (f) General Construction trade services (carpenters, electricians, flooring services, lawn and landscaping services, lighting services, masonry services, painting services, plastering services, plumbing and heating contractors, roofing services, sheet metal services, welding services, and building showrooms)

4. Finance, Insurance, Real Estate, and Leasing

- (a) Financial Service Institutions, for a drive-through the Plan Commission must find that the vehicle stacking and noise from its operation will not impact surrounding properties.
- (b) Monetary Authority

EXHIBIT D

- ~~_____ (c) Financial investment, insurance offices, and similar financial products~~
- ~~_____ (d) Real estate, appraisers, and developer offices~~
- ~~_____ (e) Office equipment rental and leasing~~
- 5. Information Services
 - ~~_____ (a) Newspapers and Publishers~~
 - ~~_____ (b) Computer programming, software publishers and data/system processing~~
 - ~~_____ (c) Video, film, sound, photo production and studios~~
 - ~~_____ (d) Media station and distribution center, excluding towers and dishes~~
 - ~~_____ (e) Telecommunications services, excluding towers and dishes~~
- 6. Manufacturing: The manufacture, fabrication, assembly, and/or processing of the following products; or parts, supplies, or sub-assemblies of the same:
 - (a) Fabrics and Textile Products
 - (1) Yarn, felt, and fabric
 - (2) Carpet, rugs, drapes, canvas, and rope
 - (3) Clothing, hosiery, hats, gloves, shoes
 - (4) Packing and assembly of fur and leather products, no tanning
 - (5) Upholstery of furniture and automotive
 - (b) Wood and Paper Products
 - (1) Wood furniture and wood products
 - (2) Paper products (non pulp)
 - (3) Printing, binding, and associated printing services
 - (c) Home, health, beauty, and cleaning Products
 - (1) Toiletries
 - (2) Medical, botanical, and pharmaceutical processing (non hazardous)
 - (3) Cosmetic manufacturing
 - (4) China, pottery, porcelain, clay, ceramics, silverware
 - (5) Glass and glass products
 - (6) Jewelry
 - (7) Home décor items of art, lamps, furniture, wallpaper.
 - (8) Brooms and brushes
 - (d) Machinery and Metal Products
 - (1) Rolled wire, metal product manufacturing
 - (2) Tool and die, and machining
 - (3) Machinery for of farming, construction, mining, woodworking, paper, textile, printing, food products, commercial or industrial uses, service industry, mechanical, crane, elevator, pumps, and motors.
 - (e) General manufacturing
 - (1) Electronics, telecommunications, medical instruments, scientific and laboratory equipment, measuring and recording devices.
 - (2) Electrical appliances, switches, cable, and components
 - (3) Vehicles, vehicle parts, and equipment
 - (4) Sporting goods, hobby products, musical instruments, and marking devices
 - (5) Signage and advertising products
- 7. Professional, Technical, Scientific, and Administrative Services
 - (a) Legal, notaries, and title services
 - (b) Accountants, tax preparation, payroll, and other accounting services
 - (c) Architects, landscape architects, engineering, surveying services
 - (d) Interior, industrial, graphic, and fashion design services

EXHIBIT D

- (e) Consulting/professional services of advertising, management, HR, marketing, IT.
- (f) Laboratories, research, and development facilities
- (g) Translation and interpretation services
- (h) ~~Employment placement and provider services~~
- (i) ~~Private investigators, locksmiths, security, and armored car services~~
- (j) ~~Janitorial services~~
- (k) ~~Pest control services~~
- (l) ~~Business service centers and telemarketers~~
- (m) ~~Building maintenance services~~
- (n) ~~Packaging and labeling services~~
- (o) ~~Veterinary Services~~
- (p) Offices of holding companies and regional managing offices
- 8. Retail Trade
 - (a) ~~Internet sales shopping/mail order business and vending machine sales~~
 - (b) Factory Outlets and retail sales of products made onsite in the principal industrial operation.
- 9. ~~Public Administration and Government Services~~
 - (a) ~~Governmental and cultural uses such as fire and police stations, community centers, public works garages, government administration buildings, parks and playgrounds.~~
- 10. ~~Transportation and Warehousing, as follows:~~
 - (a) ~~Courier, delivery, postal service businesses~~
 - (b) ~~Limited wholesaling, warehousing and storage facilities for distributors, provided that such warehousing and storage does not exceed 50,000 square feet.~~

17.0506

CONDITIONAL USES

- A. The following agricultural, mining, commercial, industrial, and institutional uses shall be conditional uses and may be permitted as specified, but all Conditional Use applicants must produce a "Impact Report" detailing the impacts of said use to neighboring properties and to Village services from traffic, parking, and overflow parking, noise, odor, safety, crime, hours of operation, health and sanitation, and property maintenance issues. The Village Administrator shall analyze said report along with any supplemental reports from the Village, and its agents, to create an impact report for the application utilizing the Professional and Technical Trade standards for traffic, noise, dust, light, crime and fire prevention, etc. as a guide for the same. The Petitioner shall then prove by substantial evidence how their use will mitigate and address the findings of the impact report. In addition additional standards shall apply for specific types of uses as follows:

2. ~~Arts, Entertainment, and Recreation: Petitioners for conditional uses in the Arts, Entertainment, and Recreation section below must prove if the use involves the discharge of weapons that the building and site design have been established to both prevent any bullet, arrow, or other item from leaving the subject property and prevent anyone unauthorized; from access to where they may be impacted by the discharge of the weapon(s).~~

EXHIBIT D

- e) ~~Commercial Recreation Facilities, such as arcades, bowling alleys, dance halls, driving ranges, gymnasiums, lodges, miniature golf facilities, physical fitness and recreational sports facilities, pool and billiard halls, racetracks, rifle ranges, tennis courts, volley ball courts, Turkish baths, swimming pools, and skating rinks, are conditional uses and may be permitted in the B-1,~~

7. Manufacturing

The following manufacturing Conditional Uses have a significant potential for impacts to adjacent properties and in addition have the potential for significant public safety challenges. In order to grant approval the Plan Commission will review and add the conditions found from:

- a) A report from the Fire Chief that the proposed use and its plan of operation are sufficiently designed to prevent life safety issues to the public, first responders, and those operating in the facility, including sprinklering of the building.
- b) A report highlighting what if any odors and noise, intensity, duration and or times, and general area of odor(s) and noise from the proposed operations and what if any dangers to the public exist from said operation, and ways to mitigate the same.
- c) A report from the Wastewater Utility/Water Utility on impacts to these services from stated operations including any necessary treatment systems required.

The Plan Commission must also find the following items: that traffic from the use will not reduce the functionality grade of any nearby intersection(s) without the same being mitigated; and that noise standards of the operations shall be at least 10% lower at the property line than the Village Ordinance. The Plan Commission must find that the buildings fully adhere to the design standards of the Village and the lot is screened such that the parked vehicles or equipment are not visible from any residential district and the street.

- b) Manufacturing/Processing of bakery and flour products, beverages (alcoholic, coffee, soda, tea, water), biological products, candles, celluloid, disinfectants, dry ice, excelsior, food products, furs, gelatin, glucose, grain, seed and plant oil, cereal, chocolate confections, fruit, vegetable, and nut, dairy products, snack food, syrups, flavorings, extracts, spices and dressings, hair products, ice, ink, lard, linoleum, matches, meat, paper (non pulp), perfume, polish, potash, plastics, shellac, soap, starch, stove polish, textiles, toiletries, turpentine, varnish, vinegar and yeast in the BP-1 district.

EXHIBIT D

10. ~~Transportation and Warehousing~~

~~Petitioners for conditional uses in the Warehousing section must:~~

- ~~a) In the BP-1 district, truck terminals, warehousing, wholesale and distribution centers, and mail-order centers when not accessory to a BP-1 district permitted use. The Plan Commission must also find the following items: that traffic from the use will not reduce the functionality grade of any nearby intersection(s) without the same being mitigated; and that noise standards of the operations shall be at least 10% lower at the property line than the Village Ordinance. The Plan Commission must find that the buildings fully adhere to the design standards of the Village and the lot is screened such that the parked vehicles or equipment are not visible from any residential district and the street.~~

11. ~~Miscellaneous Items (Towers/Antenna and Outside Storage)~~

- ~~a) Commercial Use Outside Storage. Outside storage maybe permitted for commercial uses in the B-1, B-2, B-3, B-4, BP-1, and OP-1, districts. All outside storage areas shall be at least 100 feet from residential, park, and institutional districts located in the Village or adjacent community. In all cases, outside storage shall be screened from all sides. All screening plans are subject to Plan Commission review and approval. Screening shall be a permanent opaque wall matching the materials of the building and may include fencing as deemed appropriate by the Plan Commission. The Plan Commission may allow vegetative screening in part or in whole, where it determines the vegetative screening shall provide sufficient and aesthetically pleasing screening and said screening is appropriate for the type of items being screened from view. The height of the wall necessary shall be sufficient to screen the product(s) in the outside storage area. The Plan Commission shall set the appropriate height of any fencing based upon the site conditions and the types of outdoor storage to be screened. Outside Storage shall not be construed to include the temporary or seasonal outdoor sales or services allowed as part of a Village approved outdoor sales and services permit.~~
- ~~b) Industrial Use Outside Storage. Outside storage maybe permitted for industrial uses in the M-1, and BP-1 districts. All outside storage areas shall be at least 600 feet from residential, park, and institutional districts located in the Village or adjacent Towns. The Plan Commission may waive or reduce the 600-foot separation requirement. In all~~

EXHIBIT D

~~cases, outside storage should be screened. All screening plans are subject to Plan Commission review and approval. Screening should be a permanent predominantly evergreen planting screen, the individual trees to be of such a number and so arranged that they will have formed a dense screen within ten years or by a fence or wall or by a combination of trees and wall and fencing. The Plan Commission shall set the appropriate height of any fencing based upon the site conditions and the types of outdoor storage to be screened. Individual trees shall be capable of reaching a height of ten feet within two years. Furthermore, no use shall be granted a modification of the separation requirement if the Plan Commission determines that the use will have a high risk of fire, explosion, noise, vibration, odor, or if the use will generate traffic volumes in excess of those reasonably expected in a residential neighborhood. Outside Storage shall not be construed to include the temporary or seasonal outdoor sales or services allowed as part of a Village approved outdoor sales and services permit.~~

EXHIBIT E

STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

Document Number	Document Title
--------------------	----------------

THIS STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT ("Agreement"), made and entered into this _____, day of _____, 2021, by and between Sussex Corporate Park II, LLC hereinafter called the "Owner", and the Village of Sussex, hereinafter called the "Village".

WITNESSETH:

WHEREAS, the Owner is the owner of the lands situated in the Village of Sussex, County of Waukesha County, State of Wisconsin described in Exhibit A attached hereto and incorporated herein by reference ("Property").

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan for Highlands Business Park B, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Village, provides for on-site storm water management practices within the confines of the Property the locations of which are shown on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Storm Water System"); and

Recording Area

Name and Return Address

Judith A. Neu, Village Engineer
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

See Exhibit A

Parcel Identification Number

WHEREAS, the Village and the Owner agree that the health, safety, and welfare of the residents of the Village require that on-site storm water management practices relating to runoff as defined in Chapter 14 of the Village Municipal Code be constructed and maintained on the Property; and

WHEREAS, the Village requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner in accordance with the plans and specifications approved by the Village and shown on the Plan and applicable statutes, ordinances, and rules. The storm water management practices shall serve the Storm Water System.
2. The Owner shall regularly inspect the storm water management practices and specifically the function of the approved Storm Water System as often as conditions require, but in any event at least once each year, which shall constitute the maintenance schedule unless more frequent maintenance is required by the Stormwater Management System Operations and Maintenance (collectively, the "Maintenance Requirements"), attached to this Agreement

as Exhibit C and incorporated herein by reference, including such revisions as may be made thereto from time to time by the Village Engineer or the Village Board in accordance with Federal, State, and Village laws, regulations, and ordinances. The Operation and Maintenance Report (the "Inspection Report") in Exhibit C shall be used for the purpose of the regular inspections of the storm water management practices. The purpose of the inspections is to assure safe and proper functioning of the Storm Water System facilities. The inspections shall cover all facilities in the Storm Water System, including to berms, outlet structures, private storm sewer system, pond areas, infiltration areas, swales, and access roads. All Inspection Reports shall be retained for a period of seven years by the Owner with copies provided to the Village annually.

3. The Owner shall adequately maintain the storm water management practices, including all pipes and channels outside of public rights-of-way and public easements built to convey storm water to the Storm Water System, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water System facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Maintenance Requirements.
4. The Owner hereby grant permission, but not the obligation, to the Village, its authorized agents, and employees, to enter upon the Property and to inspect the storm water management practices whenever the Village deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints, and to determine whether the storm water management practices are being maintained and operated in accordance with this Agreement. If the Village exercises this authority, the Village shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be commenced within 30 days or a reasonable timeframe as established by Village Engineer, unless otherwise reasonably required by the Village Engineer for public safety or wellness.
5. In addition to, and not to the exclusion or prejudice of other remedies available to the Village, if the Owner fails to maintain the storm water management practices in good working condition, consistent with the terms of the Plans, and does not perform the required corrective actions and inspections in the specified time, the Village may perform the corrective actions identified in the Inspection Report and special charge the Owner for the cost of such work pursuant to Wisconsin Statutes Section 66.0627. If the Storm Water System facilities are located on an outlot owned collectively by a business landowners association, the Village may charge each member of such business landowners association according to the ownership interest in the Storm Water System facilities. This provision shall not be construed to allow the Village to erect any structure of permanent nature on the land of the Owner outside of the utility easements in favor of the Village for the storm water management as described on Exhibit D attached hereto and incorporated herein by reference, and in no event shall this Agreement be construed to impose any such obligation on the Village.
6. The Owner shall perform the work necessary to keep the Storm Water System facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the Plan, such schedule shall be followed. The minimum amount of maintenance on the storm water management practices shall be in accordance with the Maintenance Requirements, if applicable.
7. In the event the Village, pursuant to express rights in this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment,

supplies, or materials, the Owner shall reimburse the Village within thirty (30) days of receipt for all actual costs incurred by the Village hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents, and employees, and Owner agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, and demands, including reasonable attorney fees, which the Village may incur as a result of the failure of the Storm Water System and/or actions taken or not taken by the Village to enforce the terms of this Agreement including, but not limited to, the performance of required maintenance activities.
9. This Agreement shall be attached as an exhibit to any document which creates a business landowners association that is responsible for maintenance of the Storm Water System management practices and be recorded at the Waukesha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its successors, assigns, administrators, executors, assigns, heirs, and any other successors in interests, including any business landowners association. Owner shall provide the Village with a copy of any document which creates a business landowners association that is responsible for the storm water management practices.
10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner sells or otherwise transfers ownership in the Property, such transfer, in addition to transferring the Property, shall transfer the custody of the Inspection Reports, and shall transfer the obligations of this Agreement to the new owners, and to the extent the transfer is fully consummated, thereby relieves the former owner from any and all liabilities and obligations under the terms of this Agreement. This Section shall not be interpreted as relieving the Owner from any obligations to the Village that are not contained solely within this Agreement, however. This Section 10 shall survive termination of this Agreement.
11. This Agreement may not be amended, altered, or modified except by a written agreement executed by Owner and the Village. Provided, however, this provision shall not be construed to prevent the Village from amending Chapter 14 of the Village Municipal Code from time to time.

[Signature Page Follows.]

Dated this _____ day of _____, 2021.

OWNER:
SUSSEX CORPORATE PARK II, LLC

By: _____
Name: Stewart M. Wangard
Its: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, personally appeared Stewart M. Wangard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager of Sussex Corporate Park II, LLC, and that by his signature(s) on the instrument, Sussex Corporate Park II, LLC executed the instrument.

Notary Public, State of Wisconsin

My commission: _____

Dated this _____ day of _____, 2021.

VILLAGE:
Village of Sussex

By: _____
Name: Jeremy Smith
Title: Village Administrator

Attest:

Kelsey McElroy-Anderson
Assistant Village Administrator

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me, this _____ day of _____, 2021, the above named _____, Village Administrator of the Village of Sussex, to me known to be the person who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

A parcel of land located in the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 33; thence North 89 degree 54'44" East, 202.50 feet along the north line of the Northeast $\frac{1}{4}$ of said Section to the point of beginning; continuing thence North 89 degrees 54'44" East, 1121.77 feet along said north line to the northerly extension of the west line of Lot 1 of Certified Survey Map No. 11793; thence South 0 degrees 33'24" West, 2597.67 feet along the west line of said Lot 1 of Certified Survey Map No. 11793 and the west line of Lot 3 of Certified Survey Map No. 11854 to the north line of C.T.H. "K" (Lisbon Road); thence South 89 degrees 53'56" West, 1318.13 feet along said north line to the west line of said Northeast $\frac{1}{4}$ of Section 33; thence North 0 degrees 25'16" East, 2133.04 feet along said west line to the south line of Lot 1 of Certified Survey Map NO. 7620; thence North 89 degrees 54'44" East, 282.00 feet along said south line to the easterly line of said Lot 1; thence North 14 degrees 09'16" West, 185.54 feet along said easterly line; continuing thence North 6 degrees 09'16" West, 286.49 feet along said easterly line to the point of beginning.

PIN: LSBT0273998

EXHIBIT B
STORM WATER SYSTEM MAP

EXHIBIT C
STORMWATER MANAGEMENT SYSTEM OPERATIONS AND MAINTENANCE

EXHIBIT D
VILLAGE STORM WATER EASEMENT DEPICTION

EXHIBIT F

Landscape Plan

EXHIBIT G
Easement

VILLAGE EASEMENT AND MAINTENANCE AGREEMENT	
Document Number	Document Title
	THIS VILLAGE EASEMENT AND MAINTENANCE AGREEMENT (" <u>Agreement</u> "), made and entered into this _____, day of _____, 2021, by and between _____ hereinafter called the " <u>Association</u> ", and the Village of Sussex, hereinafter called the " <u>Village</u> ". WITNESSETH WHEREAS, there exists a Village right of way, as set forth on Certified Survey Map No. _____, recorded in the Waukesha County Register of Deeds (" <u>Right of Way</u> "); WHEREAS, Association desires to perform certain landscaping and maintain and replace such landscaping pursuant to the plans and specifications approved by the Village attached hereto as <u>Exhibit A</u> and incorporated herein by reference (the " <u>Business Park Landscaping Plan</u> ") in the locations in the Right of Way which are shown on <u>Exhibit B</u> attached hereto and incorporated herein by reference (collectively, the "Right of Way Easement Area"); and
	Recording Area Name and Return Address Judith A. Neu, Village Engineer Village of Sussex N64W23760 Main Street Sussex, WI 53089 <u>See Exhibit A</u> Parcel Identification Number

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Grant of Easement. Village hereby grants and conveys to the Association, and to its agents, employees, and contractors, a perpetual, non-exclusive easement on, over, through, under, and across the Right of Way Easement Area for the purpose of installing, constructing, repairing, maintaining, replacing, removing, and supplementing landscaping in accordance with the Business Park Landscaping Plan, together with an easement and right of ingress and egress for the purposes of this grant, over the Right of Way (collectively, "Maintenance Easement").

2. Maintenance Requirements. Association, at its sole cost, shall maintain the Right of Way Easement Area in accordance with the requirements in the Business Park Landscaping Plan.
3. Limits on Use. The Association shall not use the Maintenance Easement in any manner that unreasonably interferes, obstructs, or impedes with the Right of Way, except for emergencies and to the extent reasonably necessary to perform its obligations under the Business Park Landscaping Plan.
4. Default. In addition to, and not to the exclusion or prejudice of other remedies available to the Village, if the Association fails to maintain the landscaping in the Right of Way Easement Area consistent with the terms of the Business Park Landscaping Plan, and such failure continues after thirty (30) days written notice from the Village to the Association, the Village may cure such failure and the Association shall reimburse the Village of receipt of invoices for all actual costs incurred by Village in connection with such cure.
5. Indemnification. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents, and employees, and Association agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, and demands, including reasonable attorney fees, which the Village may incur as a result of any loss or damage to property or person due to the entry of Association onto the Right of Way Easement Area or Association's performance of the rights and obligations granted in this Agreement.
6. Duration. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by and against the parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. Notices. Notices to the Village shall be given to the Village at its village hall. Notices to the Association shall be given to the Association at: _____. All notices shall be sent by registered or certified mail, return receipt requested.
8. Miscellaneous.
 - a. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the Association, and its agents, employees, and contractors from later use of the easement rights to the fullest extent authorized in this Agreement.
 - b. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
 - c. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

- d. All provisions of this Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- e. This Agreement sets forth all the agreements, terms, covenants, and conditions between the parties concerning the easements granted herein, and shall be placed of record with the Waukesha County Register of Deeds. Any amendment, change, addition, or termination of this Agreement must be in writing, signed by the Association and Village, and placed of record with the Waukesha County Register of Deeds.
- f. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one original instrument.
- g. Each party to this Agreement represents and warrants to the other that it has the full power and authority to enter into this Agreement and that no third party authorizations or consents are necessary to bind such party to the terms hereof.
- h. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement.

[Signature Pages Follows]

Dated this _____ day of _____, 2021.

ASSOCIATION:

By: _____

Name: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity as the _____ of _____, and that by his/her signature(s) on the instrument, _____ executed the instrument.

Notary Public, State of Wisconsin

My commission: _____

Dated this _____ day of _____, 2021.

VILLAGE:
Village of Sussex

By: _____
Name: Jeremy Smith
Title: Village Administrator

Attest:

Kelsey McElroy-Anderson
Assistant Village Administrator

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me, this _____ day of _____, 2021, the above named _____,
Village Administrator of the Village of Sussex, to me known to be the person who executed the
foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____

EXHIBIT A
BUSINESS PARK LANDSCAPING

EXHIBIT B
RIGHT OF WAY EASEMENT AREA

EXHIBIT H

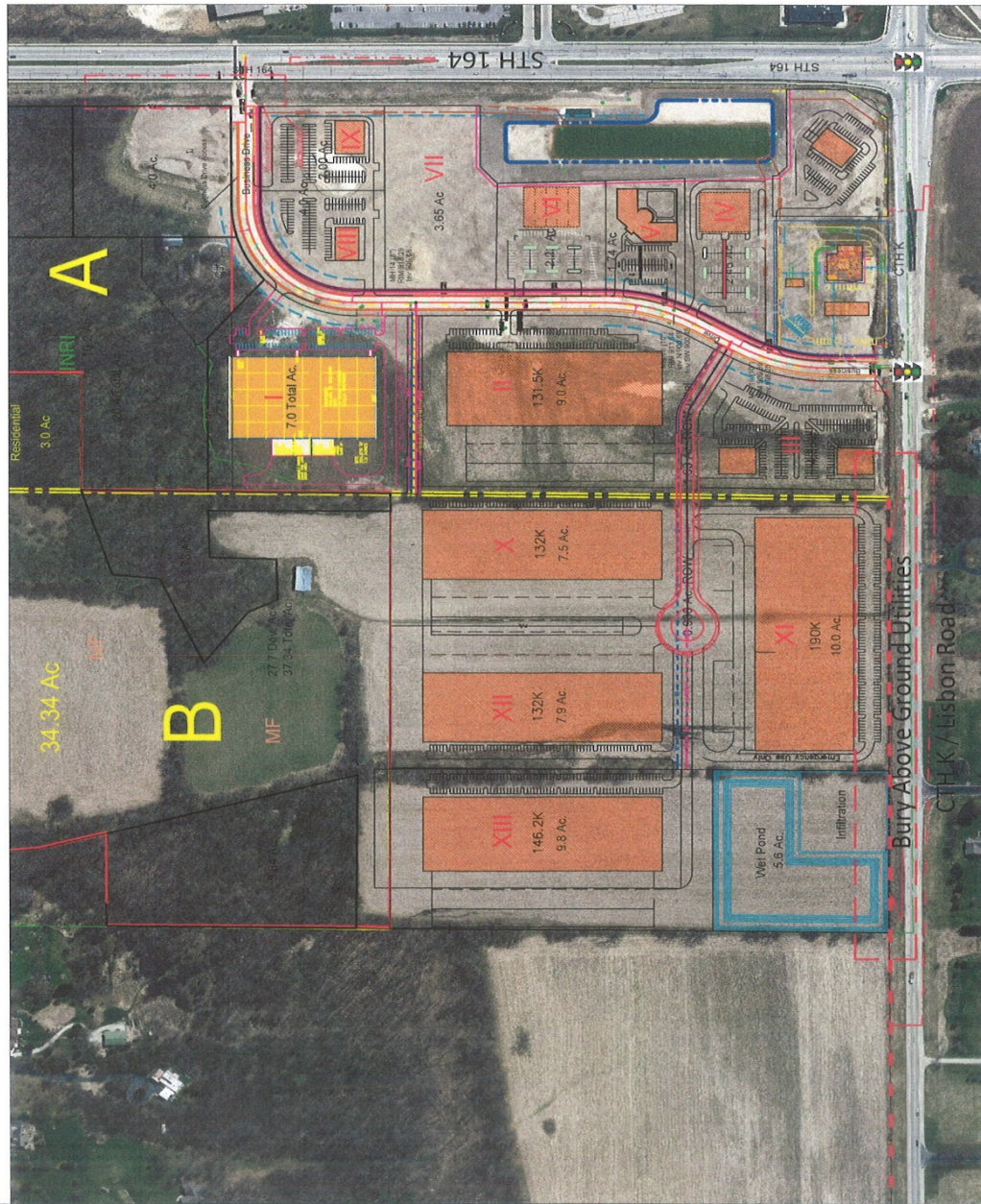
Street Tree Plan

EXHIBIT I

Street Lighting System

EXHIBIT J

Sussex, WI



DATE 2021-4-12

Wangard Partners, Inc.

SHEET 1 OF 1

EXHIBIT K

Enumerated Infrastructure Costs

Civil Engineering	\$130,000
Road and Sidewalk Improvements:	\$1,083,000
Stone Base, Concrete Pavement, Grading, Curb/Gutter, Sidewalk & Mobilization, Sanitary Sewer, Water Main & Storm Sewer, Street Trees, Street Lights, Land Cost	
Water Management:	\$708,600
Pond Construction and Land Cost	
Utility Relocation	\$300,000
 TOTAL	 \$2,221,600 CAPPED AT \$2,200,000

Exhibit L

[USE FOR FORM OF CONTENT ONLY]

IRREVOCABLE LETTER OF CREDIT NO. _____

ISSUE DATE: _____

ISSUER: _____

EXPIRATION DATE: _____

APPLICANT(S): _____

AMOUNT: \$ _____

BENEFICIARY: VILLAGE OF SUSSEX
Sussex Civic Center
N64 W23760 Main Street,
Sussex, WI 53089

RE: _____

We hereby issue this Irrevocable Letter of Credit in your favor, Village of Sussex, up to the aggregate amount of \$_____ dollars available for sight payment upon presentation of your draft(s) drawn on the account of the Applicant(s).

This Irrevocable Letter of Credit is issued to guarantee and ensure to the Village of Sussex that the terms and conditions of an agreement on file with the Village of Sussex dated _____, including any amendments that may be made thereto by the parties, are satisfied.

All demands requested by the Village of Sussex must be accompanied by a statement signed by the Village Clerk for the Village of Sussex stating that _____ (Applicant), its heirs or assigns, have defaulted or failed to perform pursuant to the above-noted agreement and/or any amendment thereto. All such demands shall be honored on presentation without notice to or subject to confirmation by the above referenced Applicant(s).

All drafts must be marked "Drawn under _____ (Issuer) Irrevocable Letter of Credit No. _____ dated _____"

Partial drawings are permitted. If a partial drawing is presented and paid, the original Letter of Credit will be returned to you. If your drawing exhausts the outstanding balance, the Letter of Credit will be retained by us.

This Irrevocable Letter of Credit may be reduced from time to time as allowed under the aforementioned agreement, provided, however, that no such reduction shall occur until the issuer has received a written statement from the Village Clerk of the Village of Sussex. Said statement should set forth the amount of reduction and the amount of remaining balance payable under this credit. This Letter of Credit shall be construed under the laws of the State of Wisconsin.

This Letter of Credit is irrevocable. This Letter of Credit will terminate _____ months from the date of issuance provided, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the Village of Sussex indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the expiration, or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the Village of Sussex.

Dated this ____ day of _____, 2021

Approved as to Form:

Village of Sussex Attorney

Approved as to Aggregate Amount:

Village of Sussex Engineer

Approved as to Issuance:

(Developer)

Accepted and Placed on File:

Village of Sussex Clerk

**AMENDED AND RESTATED DEVELOPER'S AGREEMENT FOR
HIGHLANDS BUSINESS PARK B
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN**

THIS AGREEMENT made this _____ day of _____, 2021, between **Sussex Corporate Park II, LLC**, a Wisconsin limited liability company, with offices at 1200 N. Mayfair Road, Suite 310, Milwaukee, WI 53226, hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

RECITALS:

WHEREAS, the DEVELOPER has acquired approximately 76 acres of land for development recently annexed to the VILLAGE, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to sell an approximately 36 acre portion of the SUBJECT LANDS for the development of single family housing by a third party (the "Residential Component") and to develop an approximately 40 acre portion of the SUBJECT LANDS for a Business Park with diverse office, retail and customer service uses, mixed with industrial and manufacturing uses (the "Commercial Component"), all as generally set forth on the alternative conceptual site Master Plans at **EXHIBIT B**, attached hereto and incorporated herein, or other plans as approved by the Plan Commission, hereinafter collectively called "DEVELOPMENT", by use of the standard regulations as set forth in Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Wisconsin Statutes provide that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the developer thereof make and install any public improvements reasonably necessary and/or that such developer provide financial security to ensure that the improvements will be made within a reasonable time; and

WHEREAS, said SUBJECT LANDS were, pursuant to Annexation Ordinance 874, temporarily zoned as Agricultural District A-1 and the Residential Component is anticipated to be rezoned to Single-family Residential District and the Commercial Component will be rezoned to BP-1 Business Park District with a Planned Development Overlay (PDO), described in **EXHIBIT C**, attached hereto and incorporated herein, hereafter called "PDO", and

WHEREAS, the PDO is to allow for B-2 uses on the Commercial Component of the SUBJECT LANDS as well as particular and higher design standards beyond the typical standards; and

WHEREAS, VILLAGE and DEVELOPER desire to promote and incentivize those certain uses allowed in the PDO described in **EXHIBIT D**, attached hereto and incorporated herein, hereafter called "Incentivized Uses", and

WHEREAS, the DEVELOPER may be required to grant additional easements over portions of the SUBJECT LANDS for sanitary sewer, storm sewer, water main, and/or sidewalk; and

WHEREAS, the DEVELOPER and VILLAGE desire to ensure that certain public improvements which are reasonably necessary shall be made, installed and dedicated to the VILLAGE as appropriate, provided that said public improvements are constructed to municipal, county, or state specifications as appropriate, all applicable government regulations, this agreement for the Commercial Component and a similar agreement for the Residential Component, and as required by the VILLAGE Engineer, without cost to the VILLAGE, except as expressly set forth herein; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to sell the Residential Component for development to a third party who will enter into an agreement with the VILLAGE for the installation and dedication of necessary public improvements on the Residential Component, and the DEVELOPER will install and dedicate necessary public improvements on the Commercial Component and develop the Commercial Component as herein described in accordance with this agreement, all VILLAGE ordinances and all laws and regulations governing the DEVELOPMENT; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to sell the Residential Component and develop the Commercial Component of the SUBJECT LANDS as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing the DEVELOPMENT:

SECTION I. IMPROVEMENTS

Except as expressly set forth below, DEVELOPER shall sell the Residential Component and develop the Commercial Component of the SUBJECT LANDS and construct the improvements on the Commercial Component in accordance with plans and specifications approved by the VILLAGE as follows:

A. ROADWAY, SIDEWALK, AND PATH IMPROVEMENTS:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the grading, construction, and surfacing of any necessary improvements for roadway, sidewalks and paths as necessitated by VILLAGE approvals, including curbs, gutters and sidewalks, and perform and complete work and improvements, all as shown on and in accordance with approved plans and specifications and subject to the following:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street and sidewalk plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the

VILLAGE Engineer and other approving authorities evidencing review and approval of said plans.

2. DEVELOPER shall grade and install all planned public streets, improvements and sidewalks in accordance with the approved plans and specifications on file in the VILLAGE Clerk's office and/or as these plans may be approved subsequent to approval of this Agreement.

3. DEVELOPER shall substantially complete all improvements to the Commercial Component required under this Agreement no later than November 1, 2022. Substantial completion shall mean that ~~the sewer, storm sewer, water, sidewalks, paths and road improvements are~~ each improvement has been constructed in strict accordance with the approved plans and specifications and is usable for the purpose intended.

4. DEVELOPER shall maintain Village streets, sidewalks and paths, including snowplowing, unless otherwise approved by the VILLAGE Administrator, until accepted by Resolution by the VILLAGE Board. DEVELOPER shall ensure any manholes are appropriately set to grade prior to November 1, 2022 to ensure safe snow plow operations.

5. DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Subject to intellectual property rights, said "as-builts" shall be on reproducible Mylar and in digital file, and shall include field locations and hydrant valves and curb stops, if any.

6. Contractors working on the DEVELOPMENT are required to clean up all mud, dirt, stone or debris on the streets, sidewalks and paths no later than the end of each working day. In addition, DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of concrete (as noted in the approved plans and specifications) has been installed by DEVELOPER and Final Acceptance is granted by the VILLAGE Board. The DEVELOPER shall clean up the streets, sidewalks and paths within forty-eight (48) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris is not promptly cleaned up after written notification, the VILLAGE may do so at the DEVELOPER's expense, at the option of the VILLAGE. (See also Section XIII(K) below.)

7. DEVELOPER shall provide any easements for the roadway/sidewalk improvements deemed necessary by the VILLAGE at no additional cost to the VILLAGE in a form agreeable to the VILLAGE, and said easements shall be shown on a certified survey map dividing the SUBJECT LANDS (the "CSM") to the extent that such easements are known at the time of the recording of the CSM.

8. If DEVELOPER proceeds with the installation of public improvements or other work on the SUBJECT LANDS prior to approval of any CSM, it proceeds at its own risk as to whether or not the CSM will receive all necessary approvals. DEVELOPER, prior to commencement of the installation of public improvements or other work on the SUBJECT LANDS, shall notify the VILLAGE of the DEVELOPER's intention to proceed with the

installation of public improvements or other work, prior to approval of the CSM. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on-site inspected by the VILLAGE Engineer.

9. Any agreement entered into between a subsequent owner of the Residential Component of the DEVELOPMENT and the VILLAGE shall require a path over the Residential Component as mutually acceptable to such owner, DEVELOPER and the VILLAGE, which path shall connect to a sidewalk on Business Drive.

B. SANITARY SEWER:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the grading, construction, and provision of any necessary improvements to the sanitary sewer system to serve the Commercial Component of the DEVELOPMENT as required by the VILLAGE all as shown on and in accordance with approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, and subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. To construct, furnish, install and provide a complete sewerage system for the Commercial Component of the SUBJECT LANDS, all in accordance with the approved plans and specifications and all applicable Federal, State and VILLAGE ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE and as approved by the VILLAGE Engineer.

3. DEVELOPER shall furnish "as-built" plans of the sanitary sewage system, including locations of laterals to lot lines, show changes from the construction plans, pursuant to specifications that must be approved by the VILLAGE Engineer prior to the issuance of building permits. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations of laterals, if any.

4. The sanitary sewer system shall be inspected by video recording in accordance with industry standards to ensure the sewer lines are free from defects and contain no blockages. The video of such inspection shall be provided to the Village Engineer prior to acceptance of the improvements. DEVELOPER shall be responsible for the repair of any defects as determined by the VILLAGE Engineer prior to the acceptance of the improvements by the VILLAGE.

5. DEVELOPER shall provide any easements for the sanitary improvements deemed necessary by the VILLAGE at no additional cost to the VILLAGE in a form agreeable to

the VILLAGE, and such easements shall be shown on the CSM to the extent that such easements are known at the time of recording of the CSM.

C. WATER:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the grading, construction, and provision of any necessary improvements to the water system to serve the Commercial Component of the DEVELOPMENT as required by the VILLAGE all as shown on and in accordance with approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, and subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water plans are in conformance with all Federal, State and VILLAGE specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. To construct, furnish, install and provide a complete water system for the Commercial Component of the SUBJECT LANDS, all in accordance with the approved plans and specifications and all applicable Federal, State and VILLAGE ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE and as approved by the VILLAGE Engineer.

3. DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations, laterals, hydrant valves and curb stops, if any.

4. Prior to the end of the two year warranty period for improvements, if damage has occurred to the exterior of the hydrants, the hydrants shall be sandblasted and repainted at DEVELOPER's cost to address any damage done to the paint of the Hydrant by development or building construction on the Commercial Component of the DEVELOPMENT.

5. DEVELOPER shall provide any easements for the water improvements deemed necessary by the VILLAGE at no additional cost to the VILLAGE in a form agreeable to the VILLAGE, and such easements shall be shown on the CSM to the extent that such easements are known at the time of recording of the CSM.

D. SURFACE AND STORMWATER DRAINAGE:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, complete, or cause the completion of, the construction, installation, and provision of adequate facilities for storm and surface water drainage in accordance with the approved plans and specifications and/or

as these plans may be approved subsequent to approval of this Agreement, subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the stormwater plans are in conformance with all Federal, State and VILLAGE specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.
2. To construct, furnish, install and provide a complete stormwater system for the Commercial Component of the SUBJECT LANDS, including a stormwater pond common to the entire DEVELOPMENT, all in accordance with the approved plans and specifications and drawings on file in the VILLAGE Clerk's office and/or as these plans may be approved subsequent to approval of this Agreement, and all applicable Federal, State and VILLAGE ordinances, specifications, regulations and guidelines for the construction of stormwater systems in the VILLAGE and as approved by the VILLAGE Engineer.
3. DEVELOPER agrees that the site grading and construction of surface and stormwater drainage facilities shall be completed for the Commercial Component of the SUBJECT LANDS and the stormwater pond common to the entire DEVELOPMENT, including the cleaning of all storm sewers, prior to the issuance of occupancy permit(s) for the Commercial Component of the SUBJECT LANDS.
4. Upon completion, DEVELOPER shall transfer to the VILLAGE ownership of the stormwater pond generally depicted on **EXHIBIT B** provided that DEVELOPER shall remain responsible, unless otherwise approved by the VILLAGE, for the maintenance, operation, and replacement of all storm/surface water facilities (including detention and retention facilities and appurtenant equipment) outside of the right of way, or within outlots. The maintenance obligations shall be set forth in the VILLAGE approved maintenance agreement attached hereto as **EXHIBIT E** and to be recorded with the Waukesha County Register of Deeds, and owners of the SUBJECT LANDS shall be assessed a proportionate share of the costs arising from such obligations, based on buildable acreage of the SUBJECT LANDS owned. Maintenance obligations shall include, but not be limited to, the responsibility for, on a routine and emergency basis, as needed, conducting all dredging and/or cleaning of the storm/surface water facilities and equipment to assure that they perform in accordance with the approved plans and specifications.
5. If it is determined by a civil engineer licensed in the State of Wisconsin who is mutually acceptable to the VILLAGE and the DEVELOPER that the surface and stormwater drainage plan as constructed in the Commercial Component of the DEVELOPMENT on the SUBJECT LANDS does not provide stormwater management for the Commercial Component consistent with all Federal, State and VILLAGE ordinances, specifications, regulations and guidelines, the VILLAGE shall, not later than two (2) years following completion of the improvements described in this Subsection I(D), provide written notice to the DEVELOPER of any remedial measures recommended by such engineer, and the

DEVELOPER shall implement such remedial measures not later than 60 days following receipt of such notice, or as soon thereafter as weather permits.

6. To furnish "as-built" plans of the entire drainage system constructed under this Subsection I(D), pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of occupancy permits. Subject to intellectual property rights, said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

7. DEVELOPER shall provide the VILLAGE easements for surface and stormwater drainage deemed necessary by the VILLAGE, at no additional cost to the VILLAGE in a form agreeable to the VILLAGE, and said easements shall be shown on the CSM to the extent that such easements are known at the time of the recording of the CSM.

E. GRADING, EROSION AND SILT CONTROL:

DEVELOPER shall grade, and maintain all required erosion and sediment control measures on the Commercial Component of the SUBJECT LANDS in accordance with the approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, subject to the following:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and the Wisconsin Department of Natural Resources, and the Army Corps of Engineers, if applicable, have approved said plans.

2. DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, the Wisconsin Department of Natural Resources, and Army Corps of Engineers, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance, if the area has not been worked on within seven days.

4. ~~Notwithstanding anything herein to the contrary~~ Subject to the provisions of this Agreement, the VILLAGE specifically acknowledges and agrees that some rough site grading and excavation in the Commercial Component of the SUBJECT LANDS will occur in 2021 but that the grading improvements described in this subsection will not be completed until November 1, 2022.

F. LANDSCAPING AND SITE WORK:

DEVELOPER, as owner and upon transfer of ownership, its heirs, successors and assigns running with the SUBJECT LANDS shall, at its sole cost and expense, grade, seed, and

otherwise landscape the Commercial Component of the SUBJECT LANDS subject to the following:

1. DEVELOPER shall provide and plant all trees/shrubs/plantings identified on the landscape plan for the Commercial Component attached hereto as **EXHIBIT F**. Said plans may be amended if approved by the VILLAGE upon request of the DEVELOPER, which approval shall not be unreasonably withheld, conditioned or delayed.
2. DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish on the Commercial Component. Removal of unwanted items, including buildings, shall be completed and must be certified as complete by the VILLAGE Engineer prior to the issuance of any occupancy permits.
3. DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE staff prior to the issuance of building permits.
4. The Association formed by DEVELOPER under Section XIII(O) below shall ensure owners maintain the landscaping features as shown on **EXHIBIT F**. Any landscape area within rights of way shall provide for proper easement and maintenance requirements in a form approved by the VILLAGE and attached hereto at **EXHIBIT G**, and said easements shall be shown on the CSM to the extent that such easements are known at the time of the recording of the CSM.
5. The DEVELOPER shall establish Street Trees per the street tree plan attached hereto at **EXHIBIT H**. The Street Trees shall be established only within the appropriate times per year as listed on the plan and the trees shall not be installed until construction activity is completed in the area as determined by the VILLAGE to avoid damage from construction. Street Trees shall be maintained by the DEVELOPER until the warranty period ends for said STREET Trees unless otherwise approved by the VILLAGE Board.

G. STREET SIGNS AND TRAFFIC CONTROL SIGNS:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, install or cause the installation of all necessary street and traffic control signs on or adjacent to the SUBJECT LANDS as required by the VILLAGE, subject to the following:

1. Street signs and traffic control signs as required by the VILLAGE for the DEVELOPMENT of the SUBJECT LANDS shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE.
2. All traffic control signs and street signs, as required by the VILLAGE, will be installed within twenty (20) working days of completion of the roadway.

H. STREET LIGHTS AND UTILITY BURIAL:

DEVELOPER shall, at Developer's sole cost and expense except to the extent that the Village is obligated to make payments pursuant to this agreement, install, or cause the installation of, all necessary street lights and bury, or cause the burial of, all above ground utilities running in or adjacent to the SUBJECT LANDS as required by the VILLAGE, as shown on and in accordance with approved plans and specifications and/or as these plans may be approved subsequent to approval of this Agreement, and subject to the following:

1. DEVELOPER shall install or cause the installation of a street lighting system in the DEVELOPMENT according to a plan attached hereto as **EXHIBIT I**.

2. DEVELOPER shall realize the burial of all above ground utilities running in or adjacent to SUBJECT LANDS. This is primarily, but may not be exclusively, the utility lines running along County Highway K from the eastern boundary of the SUBJECT LANDS to the western boundary of the SUBJECT LANDS. The plan for said burial is attached hereto as **EXHIBIT J**.

3. DEVELOPER shall also ensure all non-VILLAGE utilities including, but not limited to gas, electric, phone, internet, and cable, being installed within the DEVELOPMENT are installed underground per VILLAGE standards.

I. ADDITIONAL IMPROVEMENTS:

DEVELOPER hereby agrees that if, at any time after plan approval and during construction of the Commercial Component of the DEVELOPMENT, the VILLAGE Engineer reasonably determines that modifications to the plans including additional stormwater improvements such as additional drainage ways, erosion control measures, and surface and stormwater management measures are necessary in order to comply with applicable laws or are necessary for public safety or for implementation of the original intent of the improvement plans as approved by the VILLAGE Engineer, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to make appropriate modifications under the circumstances, the VILLAGE may cause such work to be carried out and shall charge actual third party costs for such work plus the VILLAGE Administrative costs for the same against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

Rough site grading and excavation for the completion of the improvements to the Commercial Component required under this Agreement set forth in Section I above may be commenced at any time ~~and~~ but all such improvements shall be substantially completed by the DEVELOPER not later than November 1, 2022. Substantial completion shall mean ~~the sewer, storm sewer, water, sidewalks, paths and road improvements are that each such improvement has been constructed in strict accordance with the approved plans and specifications and is~~ usable for the purpose intended.

SECTION III. FINAL ACCEPTANCE:

Throughout this agreement, various stages of the DEVELOPMENT will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of

the public improvements described in Section I as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of DEVELOPMENT shall not commence the two-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without additional charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE Board. All improvements will be accepted by the VILLAGE Board by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER:

During the two year guarantee period described in Section VII below, DEVELOPER shall be responsible for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements required to be installed by the DEVELOPER in this agreement. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from responsibility during the two year guarantee period for the design, performance and function of the Commercial Component of the DEVELOPMENT and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. DEVELOPER shall guarantee after Final Acceptance, the public improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that

such defects appear within a period of two (2) years from the date of Final Acceptance ("Guarantee Period") by providing the Village with cash or letter of credit in a form acceptable to the Village Attorney in an aggregate amount of 10 percent of the total costs of the public improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship during the Guarantee Period. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or defective materials; Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and workmanlike condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.

C. Notice of Repair. If during said Guarantee Period, the public improvements shall, in the reasonable opinion of the VILLAGE Engineer, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon written notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense within a reasonable amount of time. Should the DEVELOPER fail to make such repair or replacement within a reasonable amount of time, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the VILLAGE Board incur costs and expenses in repairing or replacing any portion of the improvements covered by this guarantee in excess of the amount of the guarantee security, then the DEVELOPER shall pay any excess cost or expense incurred in the correction process within 45 days of date of invoice by VILLAGE.

D. Maintenance Prior to Acceptance.

1. All public improvements required under Section I above shall be maintained by the DEVELOPER so they conform to the approved plans and specifications until the time of their Final Acceptance by the VILLAGE Board. This maintenance shall include routine maintenance. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for the actual costs of such work. Said bill shall be paid by DEVELOPER within 45 days of invoice by the VILLAGE. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the Guarantee Period.
2. Street sweeping and dust suppression shall be done by the DEVELOPER on a regular basis as needed to ensure a reasonably clean and safe roadway until approved by the VILLAGE Administrator. Should the DEVELOPER fail to meet this requirement,

the VILLAGE Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid by DEVELOPER within 45 days of invoice by the VILLAGE.

3. In the event drainage problems arise within the Commercial Component of the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Engineer. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of the Commercial Component of this DEVELOPMENT, but in no event shall continue past the expiration of the Guarantee Period.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Administrator, on any public improvements until accepted by the VILLAGE Board.

SECTION IX. TAX INCREMENT FINANCING:

DEVELOPER and the VILLAGE have agreed that the boundary of Tax Increment District No. 7 (the "TID") shall be amended prior to September 1, 2021 to include the SUBJECT LANDS, such that certain costs relating to the DEVELOPMENT shall be TID-eligible project costs and the SUBJECT LANDS shall generate "tax increment", as defined in Wis. Stat. sec. 66.1105(2)(i) (the "Tax Increment"). The VILLAGE shall obtain or provide financing for the following TID-eligible project costs and repay the same from Tax Increment generated from the SUBJECT LANDS:

A. VILLAGE fees and expenses relating to the Commercial Component of the DEVELOPMENT, not to exceed \$200,000, but including application fees, inspection fees, review fees, tree mitigation fees, and/or any conversion charge coming due under Wis. Stat. sec. 74.485 as a result of the uses of the Commercial Component of the SUBJECT LANDS being converted from uses previously assessed as agricultural land. The VILLAGE shall not assess any of the fees or charges described in this subsection against the Commercial Component of the SUBJECT LANDS or the DEVELOPER, and the VILLAGE shall pay directly any conversion charge coming due under Wis. Stat. sec. 74.485 as a result of a change in the use of the Commercial Component of the SUBJECT LANDS.

B. Costs for those infrastructure improvements generally depicted on the attached **EXHIBIT B**, which costs are enumerated on the attached **EXHIBIT K** (the "Infrastructure"), but in no event exceeding an aggregate amount of \$2,200,000 (provided that some enumerated amounts may be higher and some may be lower so long as the aggregate amount of Infrastructure costs paid by the VILLAGE does not exceed \$2,200,000). DEVELOPER shall cause installation of the Infrastructure in accordance with Village approved plans and specifications and this agreement, and shall cause the same to be dedicated to the VILLAGE in accordance with VILLAGE inspection and acceptance procedures, subject to the VILLAGE making payments amounting to \$2,200,000

for the Infrastructure and DEVELOPER paying all Infrastructure costs in excess of \$2,200,000. DEVELOPER shall submit contractor invoices to the VILLAGE as Infrastructure is complete, and the VILLAGE shall pay such invoices directly to contractors within forty-five days following receipt, unless DEVELOPER is materially in default under this agreement beyond any applicable notice and cure period in which case the VILLAGE may defer any payment until DEVELOPER's default is cured. The \$2,200,000 Infrastructure costs to be paid by the VILLAGE must be substantially incurred and come due not later than **December 31, 2022**. The DEVELOPER shall provide the VILLAGE access to all contracts, invoices, books and records associated with the Infrastructure. The VILLAGE shall not specially assess the SUBJECT LANDS to recoup any Infrastructure costs.

SECTION X. DEVELOPER'S SECURED OBLIGATIONS AND FINANCIAL GUARANTEE:

As a pre-condition to submitting to the VILLAGE ~~an~~ invoices for payment of Infrastructure costs under Subsection IX(B) above in excess of \$1,700,000, the DEVELOPER shall file with the VILLAGE a letter of credit substantially in the form attached hereto as **EXHIBIT L** (the "LOC"), in the initial amount equal to \$1,200,000, which amount shall be reduced periodically as set forth below to secure DEVELOPER's annual liabilities under Subsections A and B below and subject to adjustment under the terms of this Section. The LOC shall be a guarantee that the DEVELOPER shall cause the following terms of this agreement to be performed, provided that the LOC shall secure exclusively the obligations set forth in Subsections A and B below. VILLAGE may, consistent with Section 66.0627, Wisconsin Statutes, specially charge against the SUBJECT LANDS, any amount paid by VILLAGE for Infrastructure costs prior to the DEVELOPER filing the LOC with the VILLAGE. The DEVELOPER hereby waives its rights to due process under Section 66.0627 including, but not limited to, any required notice and hearing any right to appeal and agrees to promptly pay any special charges levied. Filing of the LOC with the VILLAGE is intended to be the exclusive guarantee of DEVELOPER's obligations thereafter and, upon filing of the LOC, DEVELOPER shall, at its sole option either (i) pay any then-outstanding special charges previously levied or (ii) add the amount of any then-outstanding special charges to the \$1,200,000 initial amount of the LOC. ~~shall trigger the release of any special charges levied under this Section X and shall be deemed absolute satisfaction of such special charges.~~

A. DEVELOPER shall cause not less than 300,000 square feet of any buildings constructed in connection with the Commercial Component of the SUBJECT LANDS to be used for Incentivized Uses listed on **EXHIBIT D** or similar or accessory uses approved by the VILLAGE Administrator from time to time. All square footage on the Commercial Component of the SUBJECT LANDS conveyed or leased for Incentivized Uses by DEVELOPER shall be counted as Incentivized Uses, even if any such use changes after all obligations of the DEVELOPER under Section I of this agreement have been fulfilled. If the VILLAGE has funded all TID-eligible project costs described in Section IX above and at least 300,000 square feet of building area, cumulatively, have not been used for Incentivized Uses as of the December 31, 2029, DEVELOPER shall be liable to pay to the VILLAGE the sum of \$500,000. VILLAGE shall provide DEVELOPER at least 60 days' advance written notice when VILLAGE has reasonably determined that DEVELOPER is liable for the \$500,000 repayment under this Subsection. If DEVELOPER is unable to demonstrate achievement of 300,000 square feet of Incentivized Uses within the Commercial Component of the Subject Lands within such 60 day notice period, the VILLAGE may, following an additional 30 days written notice to DEVELOPER, draw the sum of \$500,000

from the LOC. The DEVELOPER's obligations under this Subsection shall be deemed satisfied, and the requirement that the LOC be maintained at the amount of \$500,000 also shall terminate, when at least 300,000 square feet of building area, cumulatively, have qualified under this Subsection as used for Incentivized Uses.

B. DEVELOPER shall pay the VILLAGE any amount (the "Shortfall") by which (i) the "Annual Payment" due from the VILLAGE to fund the VILLAGE's obligations under SUBSECTION IX(B) above (also listed as "Annual Payments" in the fifth column of the chart below), exceeds (ii) the amount of annual Tax Increment generated by the SUBJECT LANDS, including both the Residential Component and the Commercial Component of the DEVELOPMENT:

YEAR	DEBT	PRINCIPAL	INTEREST	ANNUAL PAYMENTS
2022	\$2,000,000	-	\$90,000	-
2023	\$2,090,000	-	\$62,700	\$62,700
2024	\$2,590,000	\$75,000	\$77,700	\$152,700
2025	\$2,515,000	\$75,000	\$77,950	\$152,950
2026	\$2,440,000	\$200,000	\$73,200	\$273,200
2027	\$2,240,000	\$325,000	\$67,200	\$392,200
2028	\$1,915,000	\$375,000	\$57,450	\$432,450
2029	\$1,540,000	\$375,000	\$46,200	\$421,200
2030	\$1,165,000	\$375,000	\$34,950	\$409,950
2031	\$790,000	\$375,000	\$23,700	\$398,700
2032	\$415,000	\$415,000	\$12,450	\$427,450
TOTAL		\$2,590,000	\$623,500	

By way of example only, in Year 2027 when an Annual Payment of \$392,200 is due, if the SUBJECT LANDS are then assessed at \$10,000,000, multiplying that value increment by a mill rate of \$15.80 per \$1000 of assessed value would generate Tax Increment of \$158,000; in which case, DEVELOPER must pay the VILLAGE a Shortfall of the \$392,200 Annual Payment less Tax Increment of \$158,000 or \$234,200. Any Shortfall payments due from DEVELOPER under this Subsection B shall be due when annual property taxes on the SUBJECT LANDS are due.

\$700,000 of the LOC, in the initial amount of \$1,200,000, shall secure DEVELOPER's liability for Shortfalls under this Subsection B. If DEVELOPER fails to timely pay any Shortfall when due, the VILLAGE may draw the Shortfall from the LOC, and DEVELOPER shall replenish the amount drawn from the LOC. DEVELOPER's liability for a Shortfall (and the LOC amount) shall be reduced each year to reflect the proportion of value increment relative to \$26,000,000 generating Tax Increment in the prior year. Also by way of example only, if in Year 2027, the SUBJECT LANDS are then assessed at \$10,000,000, the proportionate reduction in the \$700,000 amount of the LOC securing Shortfalls under this Subsection B would be \$10,000,000/\$26,000,000 or 38.46 percent, such that the amount of the LOC shall be reduced by .3846(\$700,000) or by \$269,231 to \$930,769.

DEVELOPER's liability under this Subsection, and any LOC security required under this Subsection shall terminate on the earlier to occur of (i) repayment of all financing incurred by the VILLAGE to pay TID project costs under Section IX above, or (ii) the year in which the SUBJECT LANDS (including both the Residential Component and the Commercial Component of the DEVELOPMENT) are assessed at not less than \$26,000,000. Any Shortfall payment made by DEVELOPER or drawn by the VILLAGE from the LOC shall be refunded by the VILLAGE to the DEVELOPER to the extent that Tax Increment generated from the SUBJECT LANDS in future years ending prior to January 1, 2032, exceeds the amount of Tax Increment that would have been generated if the SUBJECT LANDS would have been assessed at \$26,000,000.

C. The LOC with the VILLAGE shall be renewed automatically for the period, commencing with DEVELOPER's submission to the VILLAGE of ~~an~~ invoices for payment of Infrastructure costs in excess of \$1,700,000, and extending through termination of DEVELOPER's obligations under Subsections A and B above. The VILLAGE also may draw on the LOC if the LOC on file with the VILLAGE is dated to expire thirty (30) days prior to the expiration of the same and the same has not been extended, renewed, or replaced.

SECTION XI. OCCUPANCY PERMITS:

It is expressly understood and agreed that, unless otherwise expressly authorized above, or agreed to in writing by the VILLAGE Administrator upon request by the DEVELOPER, no occupancy permit shall be issued for any building(s) in the Commercial Component of the DEVELOPMENT unless otherwise authorized by the VILLAGE Administrator, until the VILLAGE Engineer has determined that:

- A. The installation of the public improvements serving the SUBJECT LANDS for which an occupancy permit is requested has been completed and accepted by the VILLAGE Board.
- B. The site grading and construction of surface and stormwater drainage facilities required to serve such building(s) are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.
- C. All removal of unwanted items, including buildings, on the appropriate building site have been certified as complete by the VILLAGE Engineer.
- D. All required grading plans for the Commercial Component have been submitted to, reviewed by and approved by the VILLAGE Engineer.
- E. DEVELOPER has prepared appropriate deed restrictions and or easements which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.
- F. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the Commercial Component of the DEVELOPMENT and disposed of lawfully. The DEVELOPER shall have the right to grind down trees, brush, tree trunks, shrubs and other natural growth and distribute the chips upon the SUBJECT LANDS.

G. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the VILLAGE Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

H. All public and private utilities have been installed in the Commercial Component of the SUBJECT LANDS, including street lighting fixtures, utility burial of existing above ground facilities subject to Section 1(H)(2), above, the sanitary sewer system, and the water system and power burial.

I. DEVELOPER is not in default of any aspect of this agreement as determined by the VILLAGE Administrator.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING or OCCUPANCY PERMITS:

The VILLAGE reserves the right to withhold issuance of a Building or Occupancy Permit if DEVELOPER is in violation of this agreement beyond any applicable cure period.

SECTION XIII. MISCELLANEOUS REQUIREMENTS:

DEVELOPER shall:

A. EASEMENTS:

DEVELOPER shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer and such easements shall be along lot lines if at all possible. In particular, easements may be necessary for the sidewalk, and stormwater, and private utilities.

B. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

D. GRADES:

Prior to the issuance of a building permit the DEVELOPER or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the building, and the building corner grades of the adjacent buildings where applicable, as existing and as proposed.

E. RESERVE CAPACITY ASSESSMENTS – SANITARY SEWER:

The municipality shall levy assessments for the costs of reserve capacity created by the VILLAGE in the VILLAGE's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER in conformity with this agreement pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments (including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII) and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.

The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

The DEVELOPER and VILLAGE acknowledge that the amount of the RCA for Sanitary Sewer is determined based upon the expected use of the sewer system by the user seeking to operate on a lot in the Commercial Component of the DEVELOPMENT and therefore the amount of the RCA charge shall be determined in conjunction with the issuance of a building permit and shall be paid by the user prior to the issuance of the building permit.

F. RESERVE CAPACITY ASSESSMENTS-WATER:

The Municipality shall levy assessments for the costs of reserve capacity created by the VILLAGE in the VILLAGE's water system for the benefit of the DEVELOPER in conformity with this agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments (including, but not limited to, the notice and hearing requirements of Chapter 66 Chapter VII) and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

The DEVELOPER and VILLAGE acknowledge that the amount of the RCA for Water is determined based upon the expected use of the water system by the user seeking to operate on a lot in the Commercial Component of the DEVELOPMENT and therefore the amount of the RCA charge shall be determined in conjunction with the issuance of a building permit and shall be paid by the user prior to the issuance of the building permit.

G. PERMITS:

Upon request by the VILLAGE, DEVELOPER shall provide and submit to the VILLAGE valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

DEVELOPER agrees that no topsoil shall be removed from the Commercial Component of the SUBJECT LANDS without approval from the VILLAGE Engineer.

I. NOISE:

DEVELOPER shall make good faith efforts to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. and shall not continue beyond 7:00 p.m. weekdays without prior written approval of the Village Engineer. Saturday and Sunday working hours shall not begin before 8:00 a.m. and shall not continue beyond 4:00 p.m. There shall be no work on holidays.

J. DEBRIS:

The DEVELOPER shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within Commercial Component of the SUBJECT LANDS until such time as all improvements have been installed and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within seventy-two (72) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the subject property owner's expense.

K. DUTY TO CLEAN ROADWAYS:

DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of concrete has been installed. DEVELOPER shall clean the roadways within forth-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said mud, dirt and stone is not cleaned up after written notification, the VILLAGE may do so at the DEVELOPER's expense. The VILLAGE will do its best to enforce existing ordinances that require builders to clean up their mud from construction. (See also Section I(A)(6) above.)

L. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the DEVELOPMENT involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

M. ZONING CODE:

DEVELOPER acknowledges that the lands to be developed are subject to the VILLAGE's Zoning Code.

N. AGRICULTURE USE. While the SUBJECT LANDS may be used for agricultural purposes for weed control and other maintenance purposes, upon the VILLAGE's payment of the

conversion charge under Section IX(A) above, the SUBJECT LANDS shall not be assessed under Wis. Stat. sec. 74.485.

O. ESTABLISHMENT OF AN ASSOCIATION COVENANTS:

DEVELOPER shall establish, subject to VILLAGE approval as to form, an ownership association that shall manage the operation of the common areas, landscaping, architectural control review and governance issues for the Commercial Component of the DEVELOPMENT and the stormwater pond for the Subject Lands. DEVELOPER shall also establish the necessary covenants and deed restrictions subject to VILLAGE approval to ensure compliance with the PDO, Village rules and regulations and this agreement.

P. PAYMENT OF COSTS:

Subject to the VILLAGE's payment obligations under Section IX above, DEVELOPER shall pay for VILLAGE fees, expenses, costs and disbursements incurred by the VILLAGE in connection with the Commercial Component of the DEVELOPMENT or relative to the construction, installation, dedication and acceptance of the Commercial Component of the DEVELOPMENT improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administration and fiscal work. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or Engineering and administrative overtime, if applicable) plus 60% on the hourly rate for overhead and fringe benefits for any time actually spent on the DEVELOPMENT. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by DEVELOPER within thirty (30) days when due and invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the SUBJECT LANDS as a special charge pursuant to Wis. Stat. sec. 66.0627. The Building Inspector's work that is recovered through building permit fees are not subject to this Subsection.

SECTION XIV. METHOD OF IMPROVEMENT:

DEVELOPER hereby agrees to engage contractors for all work performed by the DEVELOPER under this agreement who are qualified to perform the work. DEVELOPER further agrees to use materials and make the various installations in accordance with the approved plans and specifications, which are made part of this agreement by reference and including those standard specifications as the VILLAGE Board or its Commissions may have adopted and published prior to this date.

SECTION XV. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors arising out of this agreement by any party or parties. DEVELOPER shall also name as additional insured on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this DEVELOPMENT and give the VILLAGE evidence of the same upon request by the VILLAGE. It is understood and agreed that

the insurance coverage and limits required above shall not limit the extent of DEVELOPER's responsibilities and liabilities pursuant to this Agreement or imposed by law.

SECTION XVI. VILLAGE RESPONSIBILITY:

A. VILLAGE agrees to provide or obtain funding for and to pay for the amounts due under SECTION IX above, subject to certification of the amendment to the TID 8 boundary and project plan by the Wisconsin Department of Revenue, and the Developer's compliance with terms of the agreement.

B. VILLAGE agrees to allow the DEVELOPER and the SUBJECT LANDS to connect to the VILLAGE's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein have been dedicated to and accepted by the VILLAGE.

SECTION XVII. INSURANCE:

DEVELOPER, its contractors, suppliers and any other individuals working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XVIII. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XIX. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XX. ZONING:

The VILLAGE does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement. The Commercial Component of the DEVELOPMENT shall be subject to a specific PDO Ordinance and DEVELOPER shall ensure compliance with the same unless and until the Village changes the PDO Ordinance or otherwise rezones the property.

SECTION XXI. COMPLIANCE WITH CODES AND STATUTES:

DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXII. ASSIGNMENT:

Except as otherwise set forth in this Agreement, DEVELOPER shall not assign this agreement without the written consent of the VILLAGE, which shall not be unreasonably withheld. The VILLAGE specifically consents to (a) the sale of the Residential Component of the DEVELOPMENT to a third party, and (b) assignment by DEVELOPER to an affiliate of DEVELOPER of all or portions of the Commercial Component of the DEVELOPMENT. In addition, within ten (10) days following written request from the DEVELOPER, the VILLAGE shall provide to any successor owner or end user with an estoppel certificate (a) confirming that the DEVELOPER is not in default under this agreement (or specifying any default that does exist), and (b) releasing the successor owner or end user and any portion of the SUBJECT LANDS to be conveyed to them from the obligations to construct Infrastructure if final acceptance of the public improvements has occurred.

SECTION XXIII. PARTIES BOUND:

DEVELOPER or their assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the DEVELOPMENT.

SECTION XXIV. HEIRS & ASSIGNS:

Except as set forth in Section XXII above, this agreement is binding upon the DEVELOPER, their successors and assigns, and any and all future owners of the SUBJECT LANDS. This section allows for VILLAGE enforcement of the terms and conditions of this agreement against all such successors.

SECTION XXV. LEGAL RELATIONSHIP:

Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.

SECTION XXVI. SURVIVAL:

All agreements, representations, or warranties made herein shall survive the execution of this Agreement, performance of this Agreement, and the making of the grants hereunder. This Agreement shall be binding upon the Parties their respective heirs, personal representatives, executors, or successors and assigns.

SECTION XXVII. OWNERSHIP OF SUBJECT LANDS:

DEVELOPER owns the SUBJECT LANDS as of the date of this Agreement and has full power and authority to execute this Agreement.

SECTION XXVIII. MORTGAGEE CONSENT: DEVELOPER shall provide the VILLAGE written evidence that the mortgagee on the SUBJECT LANDS consents to the recording of this agreement. The VILLAGE acknowledges that this agreement shall be subordinate to the primary mortgage for the DEVELOPMENT.

SECTION XXIX. PARAGRAPH HEADINGS:

The paragraph headings in this Agreement are inserted for convenience only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

SECTION XXX. INCORPORATION OF RECITALS:

The recitals to this Agreement are hereby incorporated by reference and made a part of Agreement, and are intended to affect the meaning and/or interpretation of this Agreement.

SECTION XXXI. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION XXXII. INTERPRETATION:

This Agreement has been subject to significant drafting by both VILLAGE and DEVELOPER and this Agreement and its wording shall not be construed against the VILLAGE as the drafter of the language should a disagreement arise as to interpretation.

SECTION XXXIII. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement between the parties, and a prior Developer's Agreement between the parties made June 8th, 2021 is hereby merged herein and superceded by this Agreement. In the event of a conflict between this Agreement and the VILLAGE Code of Ordinances or any other enabling code, law, or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of the VILLAGE Code of Ordinances in effect at the time of the acceptance by DEVELOPER shall be controlling. If this Agreement is silent with respect to any specific issue, the VILLAGE Code of Ordinances and any applicable Federal and State Statutes shall govern.

SECTION XXXIV. RECORDING OF AGREEMENT:

This Agreement, or a Memorandum thereof, shall be recorded with the Register of Deeds for Waukesha County.

SECTION XXXV. AMENDMENTS:

VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

SUSSEX CORPORATE PARK II, LLC

By: _____
Stewart M. Wangard, Manager

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me this _____ day of _____, 2021, the above named _____ Authorized Signatory of Sussex Corporate Park II, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

CONSENT OF MORTGAGEE

National Exchange Bank & Trust ("Mortgagee"), holder of a Mortgage dated May 15, 2019, and recorded May 21, 2019 as Document No. 4397690, and a Mortgage dated April 1, 2021, and recorded April 1, 2021 as Document No. 4571871, and other security interests of Mortgagee (all of the forgoing, collectively, the "Mortgage"), covering portions or all of the SUBJECT LANDS, hereby consents to the DEVELOPER's execution and recording of the Amended and Restated Developer's Agreement for Highlands Business Park B.

In Witness Whereof, Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf at _____, on this ____ day of _____, 2021.

MORTGAGEE:

National Exchange Bank & Trust

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared _____ in his/her capacity as _____ of National Exchange Bank & Trust, and being duly sworn, acknowledged the execution of the foregoing instrument on its behalf.

Notary Public
Print Name: _____
Commission expires _____

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2021, the above-named Anthony LeDonne, VILLAGE President, and Sam E. Liebert VILLAGE Clerk-Treasurer, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the _____ day of _____, 2021.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

VILLAGE Attorney

EXHIBIT A

Legal Description of Subject Lands

A parcel of land located in the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, bounded and described as follows:

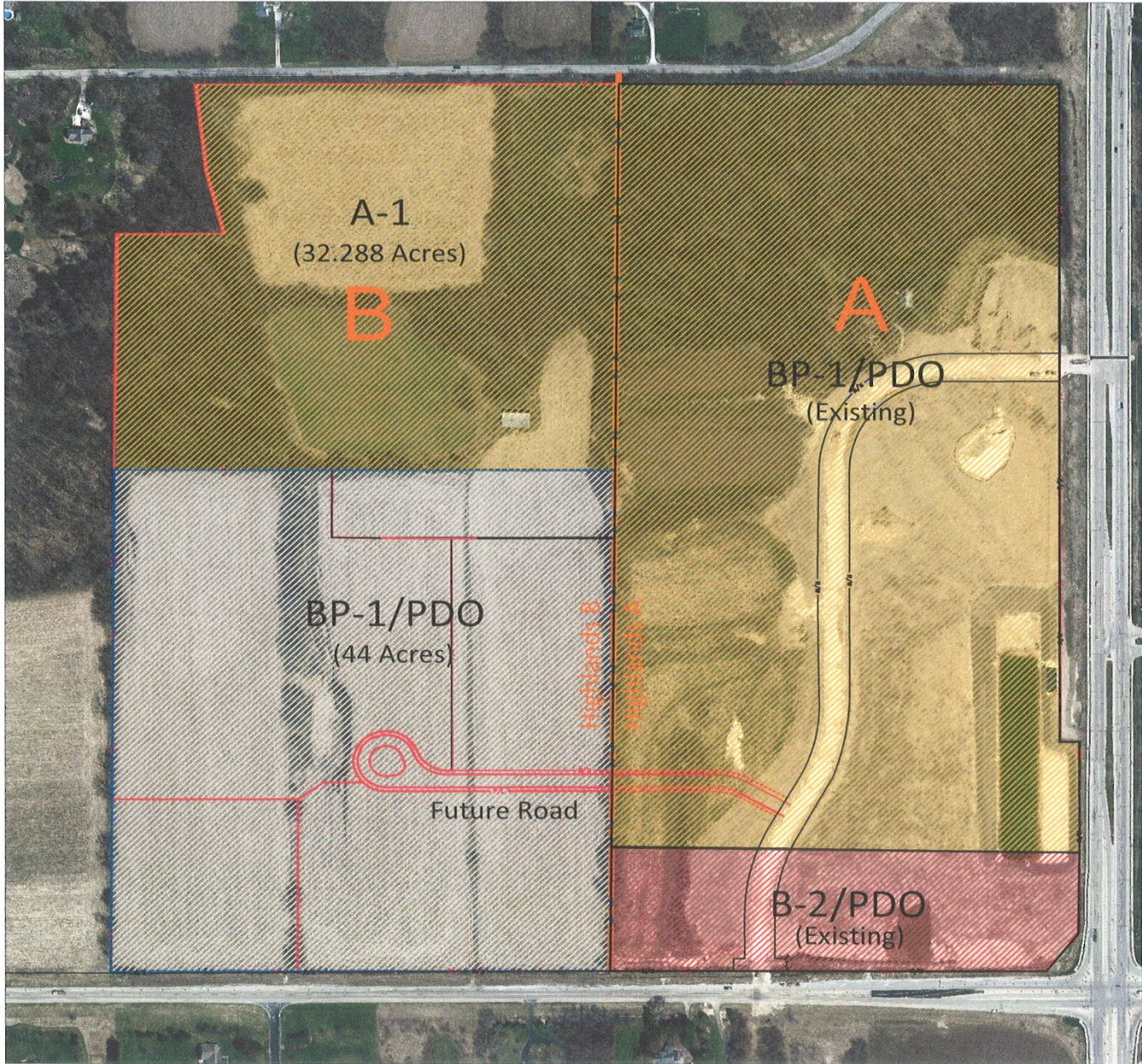
Commencing at the North 1/4 corner of said Section 33; thence North 89°54'44" East, 202.50 feet along the north line of the Northeast 1/4 of said Section to the point of beginning; continuing thence North 89°54'44" East, 1121.77 feet along said north line to the northerly extension of the west line of Lot 1 of Certified Survey Map No. 11793; thence South 0°33'24" West, 2597.67 feet along the west line of said Lot 1 of Certified Survey Map No. 11793 and the west line of Lot 3 of Certified Survey Map No. 11854 to the north line of C.T.H. "K" (Lisbon Road); thence South 89°53'56" West, 1318.13 feet along said north line to the west line of said Northeast 1/4 of Section 33; thence North 0°25'16" East, 2133.04 feet along said west line to the south line of Lot 1 of Certified Survey Map No. 7620; thence North 89°54'44" East, 282.00 feet along said south line to the easterly line of said Lot 1; thence North 14°09'16" West, 185.54 feet along said easterly line; continuing thence North 6°09'16" West, 286.49 feet along said easterly line to the point of beginning.

(Insert 2 Exhibit Bs: One depicting the least infrastructure needed and a second depicting the most infrastructure needed.)



PROPOSED ZONING

Sussex, WI



SCALE IN FEET



EXHIBIT D

EXHIBIT U- Incentivized Uses

In order to promote a strong economy and jobs the following uses that do not have a strikethrough are eligible to meet the incentivization thresholds of the Developer's Agreement section XXIX. This language come from the BP-1 Zoning District Code and Conditional Use section.

17.0420

BP-1 BUSINESS PARK DISTRICT

The BP-1 Business Park District is intended to provide for the orderly and attractive grouping of diverse office, retail, and customer service uses, mixed with industrial uses of limited intensity where the appearance of such mixed uses is enhanced by pleasing building architecture and generously landscaped sites free of outside storage and outside display of products. The district is intended to be located in highly visible locations adjacent to arterial highways, and should be buffered by means of landscaping and berms from residential uses.

A. Permitted Uses

1. Accommodations and Food Service

- (a) Restaurants, snack stands, and mobile food services. For a drive-through the Plan Commission must find that the vehicle stacking and noise from its operation will not impact surrounding properties or any public roadway.
- (b) Food service contractors and caterers
- (c) Hotels and Motels

2. Educational, Health Services, and Social Services

- (a) ~~Commercial day care centers provided that any outside play area is surrounded by a security fence; that no day care center is located within 300 feet of a gasoline service station, underground gasoline storage tanks, or any other storage of explosive material; that no day care center shall be located in an area where air pollution caused by smoke, dust, gases, or other particulate matter would endanger children; that no day care center shall be located in an area where noise would be so loud, shrill, or have an impulse to endanger children; that traffic be managed in a manner to minimize danger to children; and provided that adequate parking and circulation be provided on the day care facility site in accordance with the standards set forth in Section 17.0603(K)(6)(h)(3) of this Ordinance.~~

3. General Services

- (a) Repair and Maintenance of consumer electronics, electronic and precision equipment commercial and Industrial machinery and equipment, appliances, furniture/reupholsters.
- (b) Barber, beauty, nail salons, spa treatment services
- (c) Dry cleaning and laundry services (non-industrial)
- (d) Photo finishing laboratories
- (e) General Business Offices.
- (f) General Construction trade services (carpenters, electricians, flooring services, lawn and landscaping services, lighting services, masonry services, painting services, plastering services, plumbing and heating contractors, roofing services, sheet metal services, welding services, and building showrooms)

4. Finance, Insurance, Real Estate, and Leasing

- (a) Financial Service Institutions, for a drive-through the Plan Commission must find that the vehicle stacking and noise from its operation will not impact surrounding properties.
- (b) Monetary Authority

EXHIBIT D

- ~~_____ (c) Financial investment, insurance offices, and similar financial products~~
- ~~_____ (d) Real estate, appraisers, and developer offices~~
- ~~_____ (e) Office equipment rental and leasing~~
- 5. Information Services
 - ~~_____ (a) Newspapers and Publishers~~
 - ~~_____ (b) Computer programming, software publishers and data/system processing~~
 - ~~_____ (c) Video, film, sound, photo production and studios~~
 - ~~_____ (d) Media station and distribution center, excluding towers and dishes~~
 - ~~_____ (e) Telecommunications services, excluding towers and dishes~~
- 6. Manufacturing: The manufacture, fabrication, assembly, and/or processing of the following products; or parts, supplies, or sub-assemblies of the same:
 - (a) Fabrics and Textile Products
 - (1) Yarn, felt, and fabric
 - (2) Carpet, rugs, drapes, canvas, and rope
 - (3) Clothing, hosiery, hats, gloves, shoes
 - (4) Packing and assembly of fur and leather products, no tanning
 - (5) Upholstery of furniture and automotive
 - (b) Wood and Paper Products
 - (1) Wood furniture and wood products
 - (2) Paper products (non pulp)
 - (3) Printing, binding, and associated printing services
 - (c) Home, health, beauty, and cleaning Products
 - (1) Toiletries
 - (2) Medical, botanical, and pharmaceutical processing (non hazardous)
 - (3) Cosmetic manufacturing
 - (4) China, pottery, porcelain, clay, ceramics, silverware
 - (5) Glass and glass products
 - (6) Jewelry
 - (7) Home décor items of art, lamps, furniture, wallpaper.
 - (8) Brooms and brushes
 - (d) Machinery and Metal Products
 - (1) Rolled wire, metal product manufacturing
 - (2) Tool and die, and machining
 - (3) Machinery for of farming, construction, mining, woodworking, paper, textile, printing, food products, commercial or industrial uses, service industry, mechanical, crane, elevator, pumps, and motors.
 - (e) General manufacturing
 - (1) Electronics, telecommunications, medical instruments, scientific and laboratory equipment, measuring and recording devices.
 - (2) Electrical appliances, switches, cable, and components
 - (3) Vehicles, vehicle parts, and equipment
 - (4) Sporting goods, hobby products, musical instruments, and marking devices
 - (5) Signage and advertising products
- 7. Professional, Technical, Scientific, and Administrative Services
 - (a) Legal, notaries, and title services
 - (b) Accountants, tax preparation, payroll, and other accounting services
 - (c) Architects, landscape architects, engineering, surveying services
 - (d) Interior, industrial, graphic, and fashion design services

EXHIBIT D

- (e) Consulting/professional services of advertising, management, HR, marketing, IT.
- (f) Laboratories, research, and development facilities
- (g) Translation and interpretation services
- (h) ~~Employment placement and provider services~~
- (i) ~~Private investigators, locksmiths, security, and armored car services~~
- (j) ~~Janitorial services~~
- (k) ~~Pest control services~~
- (l) ~~Business service centers and telemarketers~~
- (m) ~~Building maintenance services~~
- (n) ~~Packaging and labeling services~~
- (o) ~~Veterinary Services~~
- (p) Offices of holding companies and regional managing offices
- 8. Retail Trade
 - (a) ~~Internet sales shopping/mail order business and vending machine sales~~
 - (b) Factory Outlets and retail sales of products made onsite in the principal industrial operation.
- 9. ~~Public Administration and Government Services~~
 - (a) ~~Governmental and cultural uses such as fire and police stations, community centers, public works garages, government administration buildings, parks and playgrounds.~~
- 10. ~~Transportation and Warehousing, as follows:~~
 - (a) ~~Courier, delivery, postal service businesses~~
 - (b) ~~Limited wholesaling, warehousing and storage facilities for distributors, provided that such warehousing and storage does not exceed 50,000 square feet.~~

17.0506

CONDITIONAL USES

- A. The following agricultural, mining, commercial, industrial, and institutional uses shall be conditional uses and may be permitted as specified, but all Conditional Use applicants must produce a "Impact Report" detailing the impacts of said use to neighboring properties and to Village services from traffic, parking, and overflow parking, noise, odor, safety, crime, hours of operation, health and sanitation, and property maintenance issues. The Village Administrator shall analyze said report along with any supplemental reports from the Village, and its agents, to create an impact report for the application utilizing the Professional and Technical Trade standards for traffic, noise, dust, light, crime and fire prevention, etc. as a guide for the same. The Petitioner shall then prove by substantial evidence how their use will mitigate and address the findings of the impact report. In addition additional standards shall apply for specific types of uses as follows:

2. ~~Arts, Entertainment, and Recreation: Petitioners for conditional uses in the Arts, Entertainment, and Recreation section below must prove if the use involves the discharge of weapons that the building and site design have been established to both prevent any bullet, arrow, or other item from leaving the subject property and prevent anyone unauthorized; from access to where they may be impacted by the discharge of the weapon(s).~~

EXHIBIT D

- e) ~~Commercial Recreation Facilities, such as arcades, bowling alleys, dance halls, driving ranges, gymnasiums, lodges, miniature golf facilities, physical fitness and recreational sports facilities, pool and billiard halls, racetracks, rifle ranges, tennis courts, volley ball courts, Turkish baths, swimming pools, and skating rinks, are conditional uses and may be permitted in the B-1,~~

7. Manufacturing

The following manufacturing Conditional Uses have a significant potential for impacts to adjacent properties and in addition have the potential for significant public safety challenges. In order to grant approval the Plan Commission will review and add the conditions found from:

- a) A report from the Fire Chief that the proposed use and its plan of operation are sufficiently designed to prevent life safety issues to the public, first responders, and those operating in the facility, including sprinklering of the building.
- b) A report highlighting what if any odors and noise, intensity, duration and or times, and general area of odor(s) and noise from the proposed operations and what if any dangers to the public exist from said operation, and ways to mitigate the same.
- c) A report from the Wastewater Utility/Water Utility on impacts to these services from stated operations including any necessary treatment systems required.

The Plan Commission must also find the following items: that traffic from the use will not reduce the functionality grade of any nearby intersection(s) without the same being mitigated; and that noise standards of the operations shall be at least 10% lower at the property line than the Village Ordinance. The Plan Commission must find that the buildings fully adhere to the design standards of the Village and the lot is screened such that the parked vehicles or equipment are not visible from any residential district and the street.

- b) Manufacturing/Processing of bakery and flour products, beverages (alcoholic, coffee, soda, tea, water), biological products, candles, celluloid, disinfectants, dry ice, excelsior, food products, furs, gelatin, glucose, grain, seed and plant oil, cereal, chocolate confections, fruit, vegetable, and nut, dairy products, snack food, syrups, flavorings, extracts, spices and dressings, hair products, ice, ink, lard, linoleum, matches, meat, paper (non pulp), perfume, polish, potash, plastics, shellac, soap, starch, stove polish, textiles, toiletries, turpentine, varnish, vinegar and yeast in the BP-1 district.

EXHIBIT D

10. ~~Transportation and Warehousing~~

~~Petitioners for conditional uses in the Warehousing section must:~~

- ~~a) In the BP-1 district, truck terminals, warehousing, wholesale and distribution centers, and mail-order centers when not accessory to a BP-1 district permitted use. The Plan Commission must also find the following items: that traffic from the use will not reduce the functionality grade of any nearby intersection(s) without the same being mitigated; and that noise standards of the operations shall be at least 10% lower at the property line than the Village Ordinance. The Plan Commission must find that the buildings fully adhere to the design standards of the Village and the lot is screened such that the parked vehicles or equipment are not visible from any residential district and the street.~~

11. ~~Miscellaneous Items (Towers/Antenna and Outside Storage)~~

- ~~a) Commercial Use Outside Storage. Outside storage maybe permitted for commercial uses in the B-1, B-2, B-3, B-4, BP-1, and OP-1, districts. All outside storage areas shall be at least 100 feet from residential, park, and institutional districts located in the Village or adjacent community. In all cases, outside storage shall be screened from all sides. All screening plans are subject to Plan Commission review and approval. Screening shall be a permanent opaque wall matching the materials of the building and may include fencing as deemed appropriate by the Plan Commission. The Plan Commission may allow vegetative screening in part or in whole, where it determines the vegetative screening shall provide sufficient and aesthetically pleasing screening and said screening is appropriate for the type of items being screened from view. The height of the wall necessary shall be sufficient to screen the product(s) in the outside storage area. The Plan Commission shall set the appropriate height of any fencing based upon the site conditions and the types of outdoor storage to be screened. Outside Storage shall not be construed to include the temporary or seasonal outdoor sales or services allowed as part of a Village approved outdoor sales and services permit.~~
- ~~b) Industrial Use Outside Storage. Outside storage maybe permitted for industrial uses in the M-1, and BP-1 districts. All outside storage areas shall be at least 600 feet from residential, park, and institutional districts located in the Village or adjacent Towns. The Plan Commission may waive or reduce the 600-foot separation requirement. In all~~

EXHIBIT D

~~cases, outside storage should be screened. All screening plans are subject to Plan Commission review and approval. Screening should be a permanent predominantly evergreen planting screen, the individual trees to be of such a number and so arranged that they will have formed a dense screen within ten years or by a fence or wall or by a combination of trees and wall and fencing. The Plan Commission shall set the appropriate height of any fencing based upon the site conditions and the types of outdoor storage to be screened. Individual trees shall be capable of reaching a height of ten feet within two years. Furthermore, no use shall be granted a modification of the separation requirement if the Plan Commission determines that the use will have a high risk of fire, explosion, noise, vibration, odor, or if the use will generate traffic volumes in excess of those reasonably expected in a residential neighborhood. Outside Storage shall not be construed to include the temporary or seasonal outdoor sales or services allowed as part of a Village approved outdoor sales and services permit.~~

EXHIBIT E

STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

Document Number	Document Title
<p>THIS STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT ("<u>Agreement</u>"), made and entered into this _____, day of _____, 2021, by and between Sussex Corporate Park II, LLC hereinafter called the "<u>Owner</u>", and the Village of Sussex, hereinafter called the "<u>Village</u>".</p> <p>WITNESSETH:</p> <p>WHEREAS, the Owner is the owner of the lands situated in the Village of Sussex, County of Waukesha County, State of Wisconsin described in Exhibit A attached hereto and incorporated herein by reference ("<u>Property</u>").</p> <p>WHEREAS, the Owner is developing the Property; and</p> <p>WHEREAS, the Site Plan for Highlands Business Park B, hereinafter called the "<u>Plan</u>", which is expressly made a part hereof, as approved or to be approved by the Village, provides for on-site storm water management practices within the confines of the Property the locations of which are shown on <u>Exhibit B</u> attached hereto and incorporated herein by reference (collectively, the "<u>Storm Water System</u>"); and</p>	
<p>Recording Area</p> <p>Name and Return Address</p> <p>Judith A. Neu, Village Engineer Village of Sussex N64W23760 Main Street Sussex, WI 53089</p> <p><u>See Exhibit A</u></p> <p>Parcel Identification Number</p>	

WHEREAS, the Village and the Owner agree that the health, safety, and welfare of the residents of the Village require that on-site storm water management practices relating to runoff as defined in Chapter 14 of the Village Municipal Code be constructed and maintained on the Property; and

WHEREAS, the Village requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner in accordance with the plans and specifications approved by the Village and shown on the Plan and applicable statutes, ordinances, and rules. The storm water management practices shall serve the Storm Water System.
2. The Owner shall regularly inspect the storm water management practices and specifically the function of the approved Storm Water System as often as conditions require, but in any event at least once each year, which shall constitute the maintenance schedule unless more frequent maintenance is required by the Stormwater Management System Operations and Maintenance (collectively, the "Maintenance Requirements"), attached to this Agreement

as Exhibit C and incorporated herein by reference, including such revisions as may be made thereto from time to time by the Village Engineer or the Village Board in accordance with Federal, State, and Village laws, regulations, and ordinances. The Operation and Maintenance Report (the "Inspection Report") in Exhibit C shall be used for the purpose of the regular inspections of the storm water management practices. The purpose of the inspections is to assure safe and proper functioning of the Storm Water System facilities. The inspections shall cover all facilities in the Storm Water System, including to berms, outlet structures, private storm sewer system, pond areas, infiltration areas, swales, and access roads. All Inspection Reports shall be retained for a period of seven years by the Owner with copies provided to the Village annually.

3. The Owner shall adequately maintain the storm water management practices, including all pipes and channels outside of public rights-of-way and public easements built to convey storm water to the Storm Water System, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water System facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Maintenance Requirements.
4. The Owner hereby grant permission, but not the obligation, to the Village, its authorized agents, and employees, to enter upon the Property and to inspect the storm water management practices whenever the Village deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints, and to determine whether the storm water management practices are being maintained and operated in accordance with this Agreement. If the Village exercises this authority, the Village shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be commenced within 30 days or a reasonable timeframe as established by Village Engineer, unless otherwise reasonably required by the Village Engineer for public safety or wellness.
5. In addition to, and not to the exclusion or prejudice of other remedies available to the Village, if the Owner fails to maintain the storm water management practices in good working condition, consistent with the terms of the Plans, and does not perform the required corrective actions and inspections in the specified time, the Village may perform the corrective actions identified in the Inspection Report and special charge the Owner for the cost of such work pursuant to Wisconsin Statutes Section 66.0627. If the Storm Water System facilities are located on an outlot owned collectively by a business landowners association, the Village may charge each member of such business landowners association according to the ownership interest in the Storm Water System facilities. This provision shall not be construed to allow the Village to erect any structure of permanent nature on the land of the Owner outside of the utility easements in favor of the Village for the storm water management as described on Exhibit D attached hereto and incorporated herein by reference, and in no event shall this Agreement be construed to impose any such obligation on the Village.
6. The Owner shall perform the work necessary to keep the Storm Water System facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the Plan, such schedule shall be followed. The minimum amount of maintenance on the storm water management practices shall be in accordance with the Maintenance Requirements, if applicable.
7. In the event the Village, pursuant to express rights in this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment,

supplies, or materials, the Owner shall reimburse the Village within thirty (30) days of receipt for all actual costs incurred by the Village hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents, and employees, and Owner agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, and demands, including reasonable attorney fees, which the Village may incur as a result of the failure of the Storm Water System and/or actions taken or not taken by the Village to enforce the terms of this Agreement including, but not limited to, the performance of required maintenance activities.
9. This Agreement shall be attached as an exhibit to any document which creates a business landowners association that is responsible for maintenance of the Storm Water System management practices and be recorded at the Waukesha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its successors, assigns, administrators, executors, assigns, heirs, and any other successors in interests, including any business landowners association. Owner shall provide the Village with a copy of any document which creates a business landowners association that is responsible for the storm water management practices.
10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner sells or otherwise transfers ownership in the Property, such transfer, in addition to transferring the Property, shall transfer the custody of the Inspection Reports, and shall transfer the obligations of this Agreement to the new owners, and to the extent the transfer is fully consummated, thereby relieves the former owner from any and all liabilities and obligations under the terms of this Agreement. This Section shall not be interpreted as relieving the Owner from any obligations to the Village that are not contained solely within this Agreement, however. This Section 10 shall survive termination of this Agreement.
11. This Agreement may not be amended, altered, or modified except by a written agreement executed by Owner and the Village. Provided, however, this provision shall not be construed to prevent the Village from amending Chapter 14 of the Village Municipal Code from time to time.

[Signature Page Follows.]

Dated this _____ day of _____, 2021.

OWNER:
SUSSEX CORPORATE PARK II, LLC

By: _____
Name: Stewart M. Wangard
Its: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, personally appeared Stewart M. Wangard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager of Sussex Corporate Park II, LLC, and that by his signature(s) on the instrument, Sussex Corporate Park II, LLC executed the instrument.

Notary Public, State of Wisconsin

My commission: _____

Dated this _____ day of _____, 2021.

VILLAGE:
Village of Sussex

By: _____
Name: Jeremy Smith
Title: Village Administrator

Attest:

Kelsey McElroy-Anderson
Assistant Village Administrator

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me, this _____ day of _____, 2021, the above named _____, Village Administrator of the Village of Sussex, to me known to be the person who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

A parcel of land located in the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 33; thence North 89 degree 54'44" East, 202.50 feet along the north line of the Northeast $\frac{1}{4}$ of said Section to the point of beginning; continuing thence North 89 degrees 54'44" East, 1121.77 feet along said north line to the northerly extension of the west line of Lot 1 of Certified Survey Map No. 11793; thence South 0 degrees 33'24" West, 2597.67 feet along the west line of said Lot 1 of Certified Survey Map No. 11793 and the west line of Lot 3 of Certified Survey Map No. 11854 to the north line of C.T.H. "K" (Lisbon Road); thence South 89 degrees 53'56" West, 1318.13 feet along said north line to the west line of said Northeast $\frac{1}{4}$ of Section 33; thence North 0 degrees 25'16" East, 2133.04 feet along said west line to the south line of Lot 1 of Certified Survey Map NO. 7620; thence North 89 degrees 54'44" East, 282.00 feet along said south line to the easterly line of said Lot 1; thence North 14 degrees 09'16" West, 185.54 feet along said easterly line; continuing thence North 6 degrees 09'16" West, 286.49 feet along said easterly line to the point of beginning.

PIN: LSBT0273998

EXHIBIT B
STORM WATER SYSTEM MAP

EXHIBIT C
STORMWATER MANAGEMENT SYSTEM OPERATIONS AND MAINTENANCE

EXHIBIT D
VILLAGE STORM WATER EASEMENT DEPICTION

EXHIBIT F

Landscape Plan

EXHIBIT G
Easement

VILLAGE EASEMENT AND MAINTENANCE AGREEMENT	
Document Number	Document Title
	THIS VILLAGE EASEMENT AND MAINTENANCE AGREEMENT (" <u>Agreement</u> "), made and entered into this _____, day of _____, 2021, by and between _____ hereinafter called the " <u>Association</u> ", and the Village of Sussex, hereinafter called the " <u>Village</u> ". WITNESSETH WHEREAS, there exists a Village right of way, as set forth on Certified Survey Map No. _____, recorded in the Waukesha County Register of Deeds (" <u>Right of Way</u> "); WHEREAS, Association desires to perform certain landscaping and maintain and replace such landscaping pursuant to the plans and specifications approved by the Village attached hereto as <u>Exhibit A</u> and incorporated herein by reference (the " <u>Business Park Landscaping Plan</u> ") in the locations in the Right of Way which are shown on <u>Exhibit B</u> attached hereto and incorporated herein by reference (collectively, the "Right of Way Easement Area"); and
	Recording Area Name and Return Address Judith A. Neu, Village Engineer Village of Sussex N64W23760 Main Street Sussex, WI 53089 <u>See Exhibit A</u> Parcel Identification Number

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Grant of Easement. Village hereby grants and conveys to the Association, and to its agents, employees, and contractors, a perpetual, non-exclusive easement on, over, through, under, and across the Right of Way Easement Area for the purpose of installing, constructing, repairing, maintaining, replacing, removing, and supplementing landscaping in accordance with the Business Park Landscaping Plan, together with an easement and right of ingress and egress for the purposes of this grant, over the Right of Way (collectively, "Maintenance Easement").

2. Maintenance Requirements. Association, at its sole cost, shall maintain the Right of Way Easement Area in accordance with the requirements in the Business Park Landscaping Plan.
3. Limits on Use. The Association shall not use the Maintenance Easement in any manner that unreasonably interferes, obstructs, or impedes with the Right of Way, except for emergencies and to the extent reasonably necessary to perform its obligations under the Business Park Landscaping Plan.
4. Default. In addition to, and not to the exclusion or prejudice of other remedies available to the Village, if the Association fails to maintain the landscaping in the Right of Way Easement Area consistent with the terms of the Business Park Landscaping Plan, and such failure continues after thirty (30) days written notice from the Village to the Association, the Village may cure such failure and the Association shall reimburse the Village of receipt of invoices for all actual costs incurred by Village in connection with such cure.
5. Indemnification. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents, and employees, and Association agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, and demands, including reasonable attorney fees, which the Village may incur as a result of any loss or damage to property or person due to the entry of Association onto the Right of Way Easement Area or Association's performance of the rights and obligations granted in this Agreement.
6. Duration. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by and against the parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. Notices. Notices to the Village shall be given to the Village at its village hall. Notices to the Association shall be given to the Association at: _____. All notices shall be sent by registered or certified mail, return receipt requested.
8. Miscellaneous.
 - a. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the Association, and its agents, employees, and contractors from later use of the easement rights to the fullest extent authorized in this Agreement.
 - b. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
 - c. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

- d. All provisions of this Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- e. This Agreement sets forth all the agreements, terms, covenants, and conditions between the parties concerning the easements granted herein, and shall be placed of record with the Waukesha County Register of Deeds. Any amendment, change, addition, or termination of this Agreement must be in writing, signed by the Association and Village, and placed of record with the Waukesha County Register of Deeds.
- f. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one original instrument.
- g. Each party to this Agreement represents and warrants to the other that it has the full power and authority to enter into this Agreement and that no third party authorizations or consents are necessary to bind such party to the terms hereof.
- h. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement.

[Signature Pages Follows]

Dated this _____ day of _____, 2021.

ASSOCIATION:

By: _____

Name: _____

Its: ,

[illegible]

On this _____ day of _____, 2021, before me, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity as the _____ of _____, and that by his/her signature(s) on the instrument, _____ executed the instrument.

Notary Public, State of Wisconsin

My commission: _____

Dated this _____ day of _____, 2021.

VILLAGE:
Village of Sussex

By: _____
Name: Jeremy Smith
Title: Village Administrator

Attest:

Kelsey McElroy-Anderson
Assistant Village Administrator

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me, this _____ day of _____, 2021, the above named _____,
Village Administrator of the Village of Sussex, to me known to be the person who executed the
foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____

EXHIBIT A
BUSINESS PARK LANDSCAPING

EXHIBIT B
RIGHT OF WAY EASEMENT AREA

EXHIBIT H

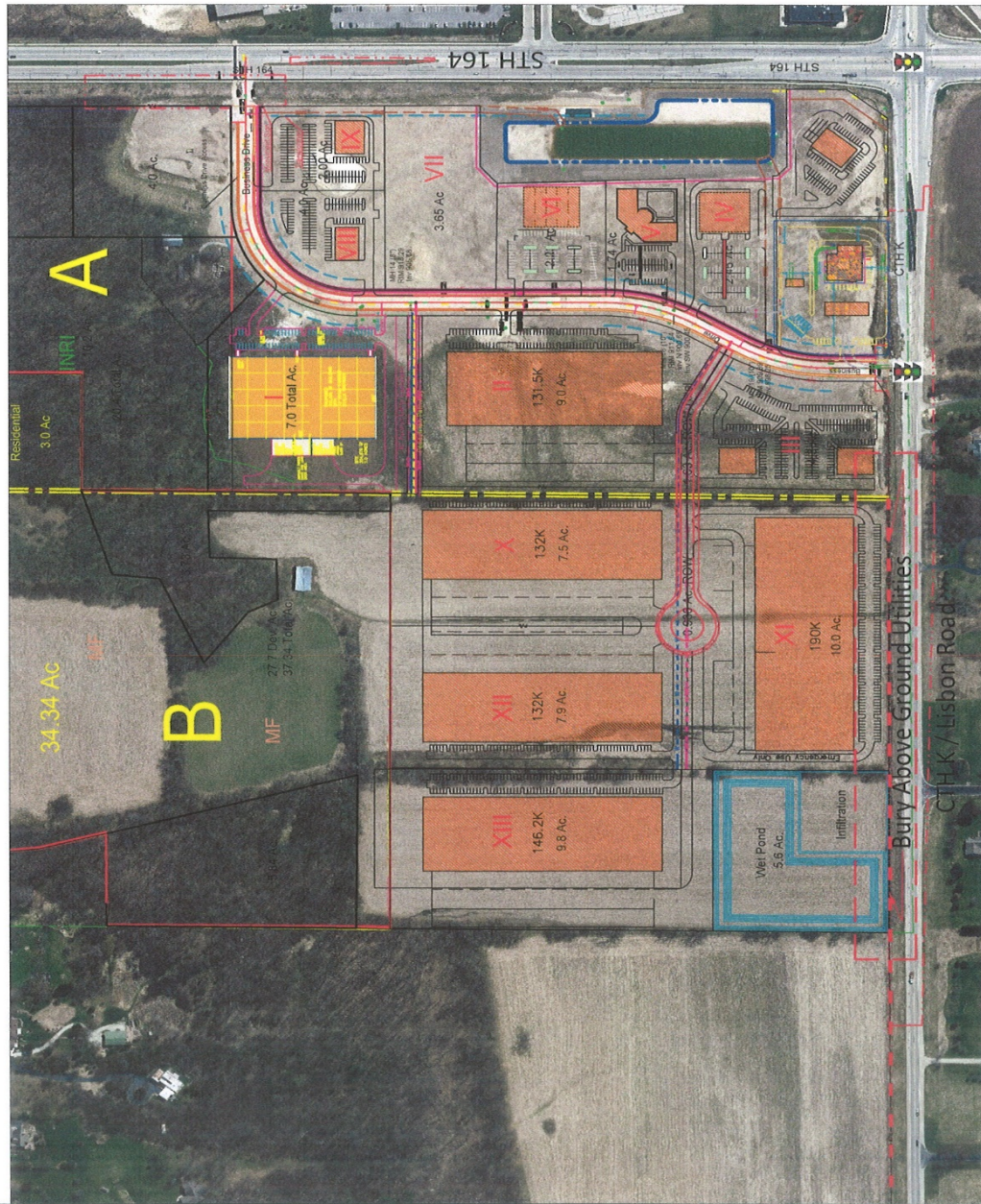
Street Tree Plan

EXHIBIT I

Street Lighting System

EXHIBIT J

Sussex, WI



DATE 2021-4-12

Wangard Partners, Inc.

SHEET 1 OF 1

EXHIBIT K

Enumerated Infrastructure Costs

Civil Engineering	\$130,000
Road and Sidewalk Improvements:	\$1,083,000
Stone Base, Concrete Pavement, Grading, Curb/Gutter, Sidewalk & Mobilization, Sanitary Sewer, Water Main & Storm Sewer, Street Trees, Street Lights, Land Cost	
Water Management:	\$708,600
Pond Construction and Land Cost	
Utility Relocation	\$300,000
 TOTAL	 \$2,221,600 CAPPED AT \$2,200,000

Exhibit L

[USE FOR FORM OF CONTENT ONLY]

IRREVOCABLE LETTER OF CREDIT NO. _____

ISSUE DATE: _____

ISSUER: _____

EXPIRATION DATE: _____

APPLICANT(S): _____

AMOUNT: \$ _____

BENEFICIARY: VILLAGE OF SUSSEX
Sussex Civic Center
N64 W23760 Main Street,
Sussex, WI 53089

RE: _____

We hereby issue this Irrevocable Letter of Credit in your favor, Village of Sussex, up to the aggregate amount of \$_____ dollars available for sight payment upon presentation of your draft(s) drawn on the account of the Applicant(s).

This Irrevocable Letter of Credit is issued to guarantee and ensure to the Village of Sussex that the terms and conditions of an agreement on file with the Village of Sussex dated _____, including any amendments that may be made thereto by the parties, are satisfied.

All demands requested by the Village of Sussex must be accompanied by a statement signed by the Village Clerk for the Village of Sussex stating that _____ (Applicant), its heirs or assigns, have defaulted or failed to perform pursuant to the above-noted agreement and/or any amendment thereto. All such demands shall be honored on presentation without notice to or subject to confirmation by the above referenced Applicant(s).

All drafts must be marked "Drawn under _____ (Issuer) Irrevocable Letter of Credit No. _____ dated _____"

Partial drawings are permitted. If a partial drawing is presented and paid, the original Letter of Credit will be returned to you. If your drawing exhausts the outstanding balance, the Letter of Credit will be retained by us.

This Irrevocable Letter of Credit may be reduced from time to time as allowed under the aforementioned agreement, provided, however, that no such reduction shall occur until the issuer has received a written statement from the Village Clerk of the Village of Sussex. Said statement should set forth the amount of reduction and the amount of remaining balance payable under this credit. This Letter of Credit shall be construed under the laws of the State of Wisconsin.

This Letter of Credit is irrevocable. This Letter of Credit will terminate _____ months from the date of issuance provided, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the Village of Sussex indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the expiration, or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the Village of Sussex.

Dated this ____ day of _____, 2021

Approved as to Form:

Village of Sussex Attorney

Approved as to Aggregate Amount:

Village of Sussex Engineer

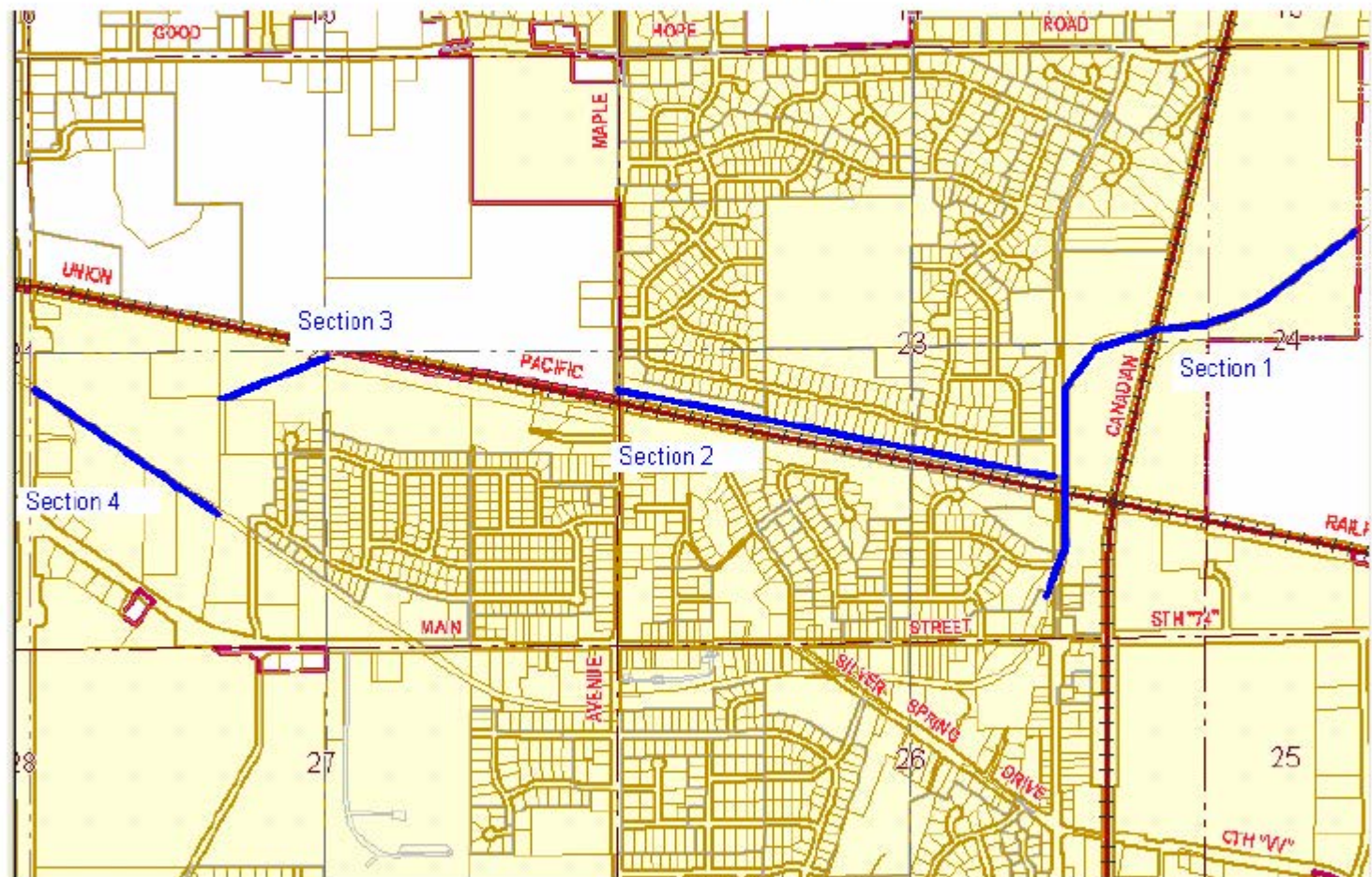
Approved as to Issuance:

(Developer)

Accepted and Placed on File:

Village of Sussex Clerk

Village of Sussex – Sled Bug Trails



Paul Farrow
County Executive

Gary A. Bell
Director of Emergency Preparedness

Waukesha County
Department of Emergency Preparedness
Waukesha County Communications

**JOINT POWERS AGREEMENT
COUNTY 9-1-1 EMERGENCY SYSTEM**

WHEREAS, Waukesha County and the municipalities located within the boundaries of Waukesha County have implemented an Emergency 9-1-1 System for the purposes of providing emergency services to residents and visitors of these municipalities, including the fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec 256.35(9), Wis. Stats, "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Waukesha County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Waukesha County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Waukesha County and the Village of Sussex, as follows:

1. That effective January 1, 2021 this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2021.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Waukesha County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Waukesha County
Department of Emergency Preparedness


Gary A. Bell

7/1/2021
Date

Village of Sussex

BY: _____
Anthony J. LeDonne, President Date

BY: _____
Jeremy Smith, Village Administrator Date