



AGENDA
COMMUNITY DEVELOPMENT AUTHORITY MEETING
VILLAGE OF SUSSEX
TUESDAY, APRIL 20, 2021
5:30 P.M.
SUSSEX CIVIC CENTER – BOARD ROOM
N64W23760 MAIN STREET

Pursuant to the requirements of Section 19.84, Wis Stats., notice is hereby given of a meeting of the Village of Sussex Community Development Authority, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.)

1. Call to order.
2. Roll call.
3. Consideration and possible action on the minutes of the CDA meeting held on July 21, 2020.
4. Review and discussion of TID #7 amending the boundary to add territory to include the Brown property located west of the Highland Business Park.
5. Consideration and discussion of the Developer Agreement for Highland Business Park.
6. Adjournment.

Community Development Authority

Jeremy Smith
Village Administrator

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 Jeremy Smith at 246-5200.

VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the Community Development Authority meeting held on July 21, 2020.

Assistant Development Director Kasey Fluet called the meeting to order at 5:34 p.m.

Chairperson Stallings will not be in attendance of the meeting due to attending the Public Welfare and Safety meeting. Fluet asked the members to appoint a Chairperson Pro Tem, a motion from Benka, seconded by Stone to appoint Heather Pfalz Chairperson Pro Tem for this meeting.

Motion carried.

Members Present: Ralph Benka, Jennifer Bell, Heather Pfalz and Jim Stone.

Members excused: Wendy Stallings and Anthony LeDonne

Members Absent: Mike Schulist

Staff present: Kasey Fluet – Assistant Development Director.

Consideration and possible action on minutes of the CDA meeting held June 16, 2020

A motion by Benka, seconded by Pfalz, to approve the minutes of the CDA meeting of June 16, 2020.

Motion carried.

Discussion and possible action on EGG Plus Grant applications.

Fluet reviewed the memo (copy attached). Fluet stated an additional EGG Grant Plus application was received on July 17, 2020 therefore we have 14 applications to review. The requirements of the EGG Plus is as follows:

ELIGIBLE APPLICANTS:

The EGG Plus program focus is for small businesses, that:

Have a physical operation in Sussex, which directly pays property taxes to Sussex, or indirectly does through rent (No home based business/operations)

Has 15 full time equivalent or fewer employees,

Are retail/commercial/service in nature and

Were forced to close or strictly reduce their operations by the Safer at Home Order

Not eligible are nonprofit businesses and daycares. For calculation of 15 employee threshold, businesses that own multiple stores, shall include all of those employees (whether in Sussex or not)

ELIGIBLE PROJECT COSTS:

The EGG Plus Program costs include payment of Village related charges, which occurred in March, April, May, June or July of 2020. Property taxes are not eligible. Village related charges are:

License or application fees related to business operations,

Sewer, Water, or Stormwater Charge

The minimum amount is \$500.00 and the maximum is \$2,000.00 per business. If a business does not have any Village related charges you may apply for a \$500.00 grant per business.

Each application was reviewed as follows:

Café De Arts requested \$2,000.00. Fluet stated utilities are included in their rent therefore they are only eligible for \$500.00 payable by check. A motion by Pfalz and seconded by Bell to grant \$500.00 to Café De Arts.

Motion carried.

Embellish Salon & Spa requested \$2,000.00. Fluet stated utilities are included in their rent therefore they are only eligible for \$500.00 payable by check. A motion by Pfalz and seconded by Bell to grant \$500.00 to Embellish Salon & Spa.

Motion carried.

Gateway Chiropractic and Rehabilitation, LLC requested \$2,000.00. Fluet stated utilities are included in their rent therefore they are only eligible for \$500.00 payable by check. A motion by Benka and seconded by Stone to grant \$500.00 to Gateway Chiropractic and Rehabilitation, LLC.

Motion carried.

Allure Salon LLC d/b/a Mane Street Salon requested \$2,000.00. Fluet stated they have a Village utility account, they only meet the minimum amount of \$500.00 which would be applied to their utility account. A motion by Bell and seconded by Benka to grant \$500.00 to be applied to the utility account of Mane Street Salon.

Motion carried.

Natural Therapeutics Wellness, LLC requested \$2,000.00. Fluet stated they have a Village utility account, they only meet the minimum amount of \$500.00 which would be applied to their utility account. A motion by Bell and seconded by Pfalz to grant \$500.00 to be applied to the utility account of Natural Therapeutics Wellness, LLC.

Motion carried.

Skin 360 Spa & Beauty requested \$2,000.00. Fluet stated utilities are included in their rent therefore they are only eligible for \$500.00 payable by check. A motion by Pfalz and seconded by Stone to grant \$500.00 to Skin 360 Spa & Beauty.

Motion carried.

Sussex Country Floral Shoppe, LLC requested \$500.00. Fluet stated they have a Village utility account, they only meet the minimum amount of \$500.00 which would be applied to their utility account. A motion by Pfalz and seconded by Bell to grant \$500.00 to be applied to the utility account of Sussex Country Floral Shoppe.

Motion carried.

Sussex Salons, TaDa requested \$500.00. Fluet stated they have a Village utility account, they only meet the minimum amount of \$500.00 which would be applied to their utility account. A motion by Benka and seconded by Stone to grant \$500.00 to be applied to the utility account of Sussex Salons, TaDa.

Motion carried.

Tangled By Theresa requested \$500.00. Fluet stated utilities are included in their rent therefore they are only eligible for \$500.00 payable by check. A motion by Pfalz and seconded by Stone to grant \$500.00 to Tangled By Theresa.

Motion carried.

EverFit Athletics (Crossfit Blue Moon) requested \$2,000.00. Fluet stated utilities are included in their rent therefore they are only be eligible for \$500.00 payable by check. A motion by Stone and seconded by Benka to grant \$500.00 to EverFit Athletics.

Motion carried.

The following applications were not granted due to ineligibility:

Brewtown Recreation – home business

Let's Talk Nails – No plan of operation on file with the Village of Sussex

Nicole Proth, Cosmetologist – No plan of operation on file with the Village of Sussex

Wee Welcome Inn – daycares are not eligible

Applications will be accepted until the end of July for consideration. If any applications need to be reviewed the next CDA meeting will be held on August 18, 2020.

A motion by Benka seconded by Pfalz to adjourn the meeting at 5:55 p.m.

Motion carried.

Respectfully submitted,
Kasey Fluet, Assistant Development Director



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

MEMORANDUM

TO: Community Development Authority
FROM: Kasey Fluet, Assistant Development Director
RE: CDA meeting July 21, 2020

Discussion and possible action on EGG Plus Grant applications.

We have received 13 applications. Some applicants are not eligible for the grant.

The CDA will need to discuss the applications and make a recommendation.




Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 27, 2020 12:02pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Cafe De Arts Sussex
Address of Business	N63W23217 MAIN STREET Sussex WI 53089
Contact Name	Serena Masche
Explain Your Business Operation	Coffee shop Cafe
How Many FTE Employees?	2
Grant Amount Requested (maximum allowed is \$2,000)	2000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	Payment for sanitizing services, utilities paying rent and services we receive monthly
Signature Data	First Name: Serena Last Name: Masche Email Address: cafedeartssussex@gmail.com  Signed at: June 27, 2020 12:02pm America/Chicago
Date	6 29 2020




Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 22, 2020 8:34pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Embellish Salon & Spa
Address of Business	N63W23217 main st Sussex WI 53089
Contact Name	Sara Lisd
Explain Your Business Operation	Chair rental Hair Salon
How Many FTE Employees?	0
Grant Amount Requested (maximum allowed is \$2,000)	2000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	I will use these funds to pay for utility bills that Had to pay while my salon was closed. I will also use the funds to clean and sanitize the salon to help prevent the spread of Covid 19.
Signature Data	First Name: Sara Last Name: Liss Email Address: saraliss110272@gmail.com  Signed at: June 22, 2020 8:34pm America/Chicago
Date	6 22 2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 30, 2020 2:51pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Gateway Chiropractic and Rehabilitation, LLC.
Address of Business	N63W23965 Main Street Sussex WI 53089
Contact Name	Kevin Wexler
Explain Your Business Operation	Chiropractic and Rehabilitation Services
How Many FTE Employees?	1
Grant Amount Requested (maximum allowed is \$2,000)	\$2000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	<p>My company has lost money every month since February. I would use the money to help offset the costs of the overhead expenses which include my rent, property taxes, water, and electricity. My business would benefit from the funds because I would not have to keep digging into my savings to keep the business above water. I split the cost of the electric and utilities with my landlord and all of the money would remain in Sussex.</p>
Signature Data	<p>First Name: Kevin Last Name: Wexler Email Address: dr_kevin_wexler@yahoo.com</p> <p><i>Kevin Wexler</i></p> <p>Signed at: June 30, 2020 1:48pm America/Chicago</p>
Date	6 30 2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:

June 22, 2020 5:31pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Allure Salon, LLC DBA Mane Street Salon
Address of Business	N64 W22630 Main St Sussex WI 53089
Contact Name	Jenny Engel
Explain Your Business Operation	We are a full service hair salon. I have nine hairstylists that rent chairs from me. I also am a stylist.
How Many FTE Employees?	0
Grant Amount Requested (maximum allowed is \$2,000)	\$2,000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	<p>We were shut down for two months with no income. I still had to pay my rent at Sussex Plaza and the rest of our utility bills. My renters also had to continue to pay me their portion of rent.</p> <p>I want to give all ten of us a break on rent. If I received \$2,000, I would divide it between each of us. I would keep \$200 for my own rent, and I would give each of them \$200 off their rent.</p> <p>Two hundred dollars might not seem like a lot, but I'd really love to help all my stylists get back on their feet. We are all still recovering financially from the shut down and would greatly appreciate your help!</p>
Signature Data	<p>First Name: Jennifer Last Name: Engel Email Address: jenlotz@yahoo.com</p> <p><i>Jennifer Engel</i></p> <p>Signed at: June 22, 2020 4:28pm America/Chicago</p>
Date	6 22 2020




Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 23, 2020 1:12pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Naturl Therapeutics Wellness, LLC
Address of Business	N63 W24025 Main St Sussex WI 53089
Contact Name	Sue Gummo
Explain Your Business Operation	Wellness Center with an emphasis on healthier living and pain management. We are a mother-daughter duo that has been in the Sussex area for the last 4 years. We have been pretty slow after Covid shutdown with getting our clients and therapists back the center.
How Many FTE Employees?	4
Grant Amount Requested (maximum allowed is \$2,000)	2000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	It will help with the outreach to the community to help sending out flyers and advertising. We are also taking the precautions with the proper PPE and other sanitizing methods. We have invested in a whole office UV light room sanitizer and having people space the appointments out.
Signature Data	First Name: Sue Last Name: Gummo Email Address: suzy@Naturaltherapeuticswi.com  Signed at: June 23, 2020 12:10pm America/Chicago
Date	6 23 2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:

June 25, 2020 12:17pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	SKIN 360 Spa & Beauty
Address of Business	N64W2450 Main Street #201 Sussex WI 53089
Contact Name	Shannon Baker
Explain Your Business Operation	Hello, SKIN 360 Spa & Beauty Operation costs include Rent Utilities Payroll Supplies to support the business
How Many FTE Employees?	1
Grant Amount Requested (maximum allowed is \$2,000)	2,000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	Hi, First, thank you for your consideration. My business would benefit tremendously from a grant. I had just opened my business, SKIN 360 Spa & Beauty on March 1st, 2020 when I had to close my doors to Covid19 on March 17. SKIN 360 Spa & Beauty was doing well and growing when the unfortunate shut down was mandated. During this time I had applied PUA employment which I still haven't seen come through. So I have had no income during this time however I still have business expenses that I have to honor with no income for months coming in. This grant would help me with rent, utilities, supplies for my business, and payroll. In addition, This grant would also help support the extra cost of PPE (that I have had to provide since opening my doors back up to provide a safe sanitary space my clients can feel safe in. My utilities are included in my rent that my landlords hold the account on. Thank you, Shannon Baker, SKIN 360 Spa & Beauty

Signature Data

First Name: Shannon

Last Name: Baker

Email Address: Shannonebaker@yahoo.com

A handwritten signature in black ink that reads "Shannon Baker". The signature is written in a cursive style with a large initial 'S' and a distinct 'B'.

Signed at: June 25, 2020 12:16pm America/Chicago

Date

6

25

2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 22, 2020 2:36pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Sussex Country Floral Shoppe, LLC
Address of Business	N63W23811 Main St Sussex WI 53089
Contact Name	David Ailey or Lauri Ailey
Explain Your Business Operation	Retail florist
How Many FTE Employees?	2
Grant Amount Requested (maximum allowed is \$2,000)	500
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	Recoup expenses during extended period of closure and reduced operations.
Signature Data	First Name: David Last Name: Ailey Email Address: flowers@sussexcountryfloral.com  Signed at: June 22, 2020 1:25pm America/Chicago
Date	6 21 2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 29, 2020 8:30am
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Sussex Salons
Address of Business	N64W23692 Main St. Sussex WI 53089
Contact Name	Jeffrey Kalis
Explain Your Business Operation	Rent a chair hair salon
How Many FTE Employees?	0
Grant Amount Requested (maximum allowed is \$2,000)	\$500
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	This would add to this years depleted budget so I can afford to do all the yearly cosmetic maintenance to keep the building looking good .
Signature Data	First Name: Jeffrey Last Name: Kalis Email Address: jrkalis@gmail.com  Signed at: June 29, 2020 7:13am America/Chicago
Date	6 29 2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 24, 2020 1:45pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Tangled By Theresa
Address of Business	N64 W24050 Main St Suite 306a Sussex WI 53089
Contact Name	Theresa Kornel
Explain Your Business Operation	I do nail, hair and facial waxing services. No employees, just me. I do all my own scheduling, inventory, cleaning, and book work as well.
How Many FTE Employees?	1
Grant Amount Requested (maximum allowed is \$2,000)	500.00
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	After being off for 8 weeks due to the statewide mandate, I struggled a bit with being able to pay my rent on my rental space as well as purchasing inventory and backbar products. A bit of money would help get me back on my feet, back to where I was before all of this.
Signature Data	First Name: Theresa Last Name: Kornel Email Address: theresakornel@yahoo.com  Signed at: June 24, 2020 1:45pm America/Chicago
Date	6 24 2020




Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
July 17, 2020 8:52am
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	EverFit Athletics
Address of Business	W227 N6193 Sussex Rd Sussex W 53089
Contact Name	Ryan Schilter
Explain Your Business Operation	Our business is a functional fitness facility that offers group training and personal training to all ages in Sussex. We use CrossFit and high intensity training as a base to build a healthier, stronger, and more confident individual.
How Many FTE Employees?	2
Grant Amount Requested (maximum allowed is \$2,000)	2,000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	These funds will be put directly back into our business to pay our coaches, buy cleaning products, as well as pay for utilities.
Signature Data	First Name: Ryan Last Name: Schilter Email Address: info@crossfitbluemoon.com  Signed at: July 17, 2020 8:51am America/Chicago
Date	7 17 2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 23, 2020 8:39pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Brewtown Recreation
Address of Business	W237 N7372 Monterey Ct. Sussex WI 53089
Contact Name	Melissa Richter
Explain Your Business Operation	Brewtown Recreation is a female owned business that provides adult sports leagues and tournaments in Southeastern Wisconsin. We offer a safe environment for adults to network and support the local community. Most importantly, though, we provide a platform for all participants to give back to their local charities. Specifically, during registration all participants select the local charity they'd like to "play for." If the participant wins a league/tournament, Brewtown Recreation makes a donation to their charity of choice.
How Many FTE Employees?	3
Grant Amount Requested (maximum allowed is \$2,000)	2000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	My business has been completely shut down since March 17th. Due to this, I have been unable to run any leagues/tournaments in the Spring or Summer (which are two of our busiest seasons due to the unpredictable Wisconsin weather). If I were blessed to receive any funds, they would be used to pay for the local field/gym rentals costs, facility insurance costs, "staying active after covid" marketing campaign and for FTE payroll. I sincerely appreciate your consideration.
Signature Data	First Name: MELISSA Last Name: RICHTER Email Address: mrichter8@hotmail.com  Signed at: June 23, 2020 7:38pm America/Chicago
Date	6 23 2020



Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 25, 2020 8:12pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Let's Talk Nails
Address of Business	N63 W23217 Main St. #102 Sussex WI 53089
Contact Name	Dawn Endries
Explain Your Business Operation	I am a manicurist and provide manicures and pedicures to clients of Sussex and the surrounding area.
How Many FTE Employees?	n/a
Grant Amount Requested (maximum allowed is \$2,000)	\$2,000.00
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	The funds will be used to pay rent during the time I was unable to work. The money will also help to purchase PPE products to keep staff and clients safe.
Signature Data	First Name: Dawn Last Name: Endries Email Address: dawnendries@yahoo.com  Signed at: June 25, 2020 8:12pm America/Chicago
Date	6 25 2020




Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
July 3, 2020 7:31am
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Nicole Ashley Porth
Address of Business	N63w23217 Main Street #104 Sussex W 53089
Contact Name	Nicole Porth
Explain Your Business Operation	Self employed cosmetologist
How Many FTE Employees?	1
Grant Amount Requested (maximum allowed is \$2,000)	2000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	I will be restocking my inventory of supplies, and pay off any debt from being out of business for 2 months.
Signature Data	First Name: Nicole Last Name: Porth Email Address: hairbynikip@gmail.com  Signed at: July 3, 2020 6:30am America/Chicago
Date	7 3 2020




Covid Relief/EGG Plus Application

Village of Sussex

Submitted On:
June 24, 2020 12:49pm
America/Chicago

Sussex CDA Economic Growth Grant (EGG) Plus Application

Business Legal Name	Wee Welcome Inn
Address of Business	N63W24375 Main St Sussex WI 53089
Contact Name	Laurie Ehnert
Explain Your Business Operation	Childcare Facility
How Many FTE Employees?	6
Grant Amount Requested (maximum allowed is \$2,000)	2,000
Please Explain How These Funds Will be Used and How Your Business Will Benefit From the Funds?	These funds will be used to pay employees and provide bonuses for their essential work during this time
Signature Data	First Name: Laurie Last Name: Ehnert Email Address: weewelcomeinn@sbcglobal.net  Signed at: June 24, 2020 11:48am America/Chicago
Date	6 24 2020



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Website: www.villagesussex.org

MEMORANDUM

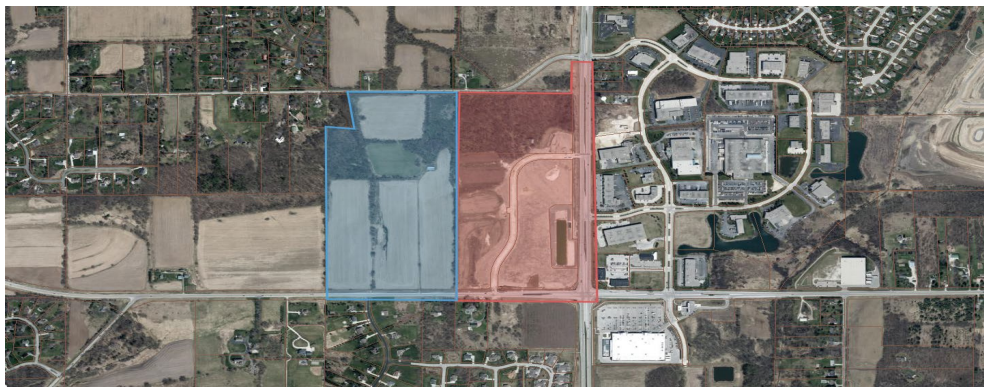
To: Community Development Authority
From: Jeremy Smith, Village Administrator
Re: TIF 7
Date: 4-16-2020

The Village as part of its negotiations with the Town of Lisbon was able to annex the Brown Farm (Blue) to expand the Business Park under construction (Red on the map). The Northern portion of the Brown Farm has slopes that do not support industrial development and will be some type of single family residential. The economics of industrial parks is that they financially do not work outside of TIF as the upfront infrastructure costs outweigh the initial revenue stream. The TIF District allows the recapture of revenue over time to finance the infrastructure. It is important for the Village to have a balanced economy and not be overly reliant on single family property taxes and the expansion of the business park will help in this regard.

The CDA reviews TIF Plans as part of its role. The Plan Commission will review the planning and zoning items. At the meeting in April the Developer will discuss their project and answer questions on the TIF. In May the CDA will consider action.

TIF 7, the (Red) area would be expanded to include the (Blue) area and the amended project plan would include project expenses for the business park only. The TIF would cover up to \$200,000 of administrative costs (inspection, engineering, etc.), \$1.7 million of infrastructure costs, and an additional \$500,000 of infrastructure costs if the Developer gets users that bring jobs and produce goods and services in the park vs. warehousing. The Village's economy benefits far greater by having workforces, and services here.

The payback period is 10 years and if the residential portion builds will be far less than that. The Village will invest a portion of its reserves to complete the infrastructure so no borrowing is necessary and the Village will receive a stronger return than it currently is receiving. The investment is backed by a letter of credit from the Developer.



**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 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 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 concrete roadways no later than November 1, 2021 and substantially complete all other improvements no later than November 15, 2021. Substantial completion shall mean that the sewer, storm sewer, water, sidewalks, paths and road improvements are 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 15, 2021 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.

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:

The improvements set forth in Section I shall be substantially completed by the DEVELOPER not later than November 15, 2021, except that all concrete roadways shall be substantially complete not later than November 1, 2021. Substantial completion shall mean the sewer, storm sewer, water, sidewalks, paths and road improvements are 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 unless the total of fees and charges exceeds \$200,000.

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 in one calendar year and are estimated to come due in 2021. 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 invoice for payment of Infrastructure costs under Subsection IX(B) above, 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.

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, 2028, 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
2021	\$2,000,000	-	\$90,000	-
2022	\$2,090,000	-	\$62,700	\$62,700
2023	\$2,590,000	\$75,000	\$77,700	\$152,700
2024	\$2,515,000	\$75,000	\$77,950	\$152,950
2025	\$2,440,000	\$200,000	\$73,200	\$273,200
2026	\$2,240,000	\$325,000	\$67,200	\$392,200
2027	\$1,915,000	\$375,000	\$57,450	\$432,450
2028	\$1,540,000	\$375,000	\$46,200	\$421,200
2029	\$1,165,000	\$375,000	\$34,950	\$409,950
2030	\$790,000	\$375,000	\$23,700	\$398,700
2031	\$415,000	\$415,000	\$12,450	\$427,450
TOTAL		\$2,590,000	\$623,500	

By way of example only, in Year 2026 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 2026, 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 $\frac{10,000,000}{26,000,000}$ or 38.46 percent, such that the amount of the LOC shall be reduced by $.3846(\$700,000)$ or by \$269,231 and the total \$1,200,000 LOC amount is reduced 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, 2031, 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 invoice 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. 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: _____

DRAFT

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.

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.
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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 J

Enumerated Infrastructure Costs

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