



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

AGENDA
VILLAGE BOARD
VILLAGE OF SUSSEX

6:00 P.M. TUESDAY, APRIL 28, 2020

THIS MEETING WILL BE HELD VIRTUALLY DUE TO THE GOVERNOR'S
EMERGENCY SAFER AT HOME ORDER DUE TO COVID-19 VIRUS
THIS MEETING CAN BE ACCESSED IN ONE OF THE FOLLOWING WAYS:

1. BY CALLING 1 312-626-6799 AND ENTERING MEETING ID: 912 8046 2457
THE MEETING MATERIALS WILL BE AVAILABLE AT
WWW.VILLAGESUSSEX.ORG AND DURING THE MEETING BY
WATCHING CHANNEL 25 THE VILLAGE'S CABLE CHANNEL ON
SPECTRUM CABLE.
2. CLICKING THE FOLLOWING LINK: <https://zoom.us/j/91280462457>

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes of the Village Board meeting held on April 14, 2020.
4. Communications and Public Hearings
 - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
5. Committee Reports
 - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
 1. Recommendation and possible action on Brewery Temporary Second Location Policy.
 2. Recommendation and possible action on the Grove Splash Pad Group Policy.
 - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.

- E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
 - 1. Recommendation and possible action on a CSM for Quad Graphics to adjust property lines at N63W22777 Main Street and W227N6315 Sussex Road.
 - 2. Recommendation and possible action on a CSM for Villas of Brandon Oaks designating the lot lines of the stormwater pond.
 - 3. Recommendation and possible action on a CSM for Nels Anderson W232N6464 Waukesha Avenue.
 - 4. Recommendation and possible action on a Developer's Agreement for The Courtyard at Sussex, Assisted Living Facility (W235N6350 Hickory Drive).
- F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
- 6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.
- 7. Comments from citizens present.
- 8. Old Business.
 - A. Recommendation and possible action on a Petition for Attachment and Ordinance 867 for the same for property located in the Town of Lisbon at W240N6859 Maple Avenue owned by Anthony and Jami Vodicka.
- 9. New Business.
 - A. Consideration and possible action on Lion's request for Use of Equipment for Lion's Daze and closure of Main Street for Parade.
- 10. Consideration and possible action on resignations and appointments.
 - A. Trustee Appointments
- 11. Adjournment

Anthony LeDonne
Village President

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. 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.

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

**Minutes of the Village Board Meeting of
April 14, 2020**

**THIS MEETING WAS HELD VIRTUALLY DUE TO THE GOVERNOR'S EMERGENCY SAFER AT HOME
ORDER DUE TO COVID-19 VIRUS**

1. Roll Call

The meeting was called to order by President Goetz at 6:13 pm.

Members present: Greg Zoellick, Lee Uecker, Scott Adkins, Tim Dietrich, Wendy Stallings, Michael Bartzen and President Greg Goetz.

Members excused: None

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

2. Pledge of Allegiance

President Goetz led the pledge of allegiance.

3. Meeting Minutes

A motion by Uecker, seconded by Adkins to approve the March 10, 2020 Village Board meeting minutes.

Motion carried 7-0

4. Communications and Public Hearings

A. Village President Report

President Goetz thanked all of the Village Staff for working during these hard times. Thank you to all past and present village board and committee members for their professionalism over the years. Thanked staff for running the election in April and the great job they did.

B. Fair Housing Proclamation

President Goetz read aloud the Village of Sussex Fair Housing Proclamation.

5. Committee Reports

A. Finance and Personnel Committee

1. Motion by Uecker, seconded by Adkins to approve the March Check Register and P-card Statement in the amount of \$1,371,959.70.

Motion carried 7-0

2. Motion by Uecker, seconded by Zoellick to approve an Operator License for Tyler Trivett, subject to the standard conditions for operator license approval.

Motion carried 7-0

Motion by Uecker, seconded by Bartzen to approve an Operator License for Sara Feagles, subject to the standard conditions for operator license approval.

Motion carried 7-0

3. Motion by Uecker, seconded by Stallings to approve a Temporary Class "B" Retail License for the sale of Fermented Malt Beverages, to the Sussex-Lisbon-Lannon-Butler Optimist Club, for the Stars & Stripes Patriotic 4th Fundraiser on July 4, 2020 at Sussex Village Park; Agent: Rose Schwartz.

Motion carried 7-0

4. Motion by Uecker, seconded by Bartzen to approve the 2020-2021 Insurance Renewal Policy to take effect beginning May 1, 2020.

Motion carried 7-0

B. Public Works Committee

1. Motion by Dietrich, seconded by Uecker to approve bills for payment in the amount of \$383,208.15. Motion carried 7-0
2. Motion by Dietrich, seconded by Goetz to approve Resolution 20-16 Accepting Improvements for Hidden Hills Subdivision, conditioned on the installation of the remainder of the street trees. Motion carried 7-0

6. Staff Reports

Mrs. McElroy-Anderson stated that the Maple Ave project is moving ahead of schedule, due to not as many cars on the road.

Mr. Smith stated that staff is working to make sure the yard waste site is open by Saturday, May 2nd.

Mr. Macy stated that there was a special session of the legislature today. There were some changes to the Board of Review Law, and that he will coordinate with the village clerk on those changes.

Mr. Liebert stated thanked all of the election day poll workers for their hard work. We were expecting about 4,500 residents to vote and 3,600 voted. Waukesha County had the highest voter turn out of any county in the state.

7. Comments from Citizens Present

No one present wished to speak.

8. Old Business

There was no old business to discuss.

9. New Business

Trustee Uecker would like to address our Fire Department and an M.O.U. with the Pewaukee Fire Department for future operations.

10. Consideration on resignation and appointments

There were no resignations or appointments to consider.

11. Adjournment

Motion by Dietrich, seconded by Stallings to adjourn at 6:42 pm. Motion carried 7-0

Respectfully submitted,

Samuel Liebert
Administrative Services Director, Clerk/Treasurer



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Sussex, Wisconsin 53089
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MEMORANDUM

To: Village Board
From: Sam Liebert, Administrative Services Director, Clerk-Treasurer
Re: Village Board Meeting- April 28, 2020
Date: April 24, 2020

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

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

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

5.C.1. The Park & Recreation Committee recommends approval of the Brewery Temporary Second Location Policy. Park Board recommends that this only be approved for one year, to then be reviewed for renewal in 2021. Please see the attached memo and policy from Deputy Clerk Linda Steinmetz and Park & Recreation Director, Halie Dobbeck, for additional information.

5.C.2. The Park & Recreation Committee recommends approval of the Grove Splash Pad Group Policy. When reviewing what other splash pads experienced when they open the other communities discussed difficulties when multiple groups arrive and overwhelm the splash pad. To resolve those issues these communities have a group policy that requires pre-registration, as well as limiting the days and times so that residents can decide on when to visit the pad. Please see the attached policy from Park & Recreation Director, Hallie Dobbeck, for additional information.

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

5.E.1. The Plan Commission recommends approval of CSM for Quad Graphics to adjust property lines at N63W22777 Main Street and W227N6315 Sussex Road. Please see the attached Survey Map for additional information. Village staff will be made available for questions.

5.E.2. The Plan Commission recommends approval of a CSM for Villas of Brandon Oaks designating the lot lines of the stormwater pond. This is the final step in a long process

to resolve the pond that was across property lines as part of the stalled Belinski development going back to the early 2000's. The pond is being brought up to standards by the Sussex Preserve Development and the half of the pond has been dedicated subject to the whole pond being improved by Sussex Preserve and now the northern half of the pond and adjacent wetlands will be dedicated to the Village. Please see the attached Survey Map for additional information. Village staff will be made available for questions.

5.E.3. The Plan Commission recommends approval of a CSM for Nels Anderson W232N6464 Waukesha Avenue. The CSM allows the property to come into compliance with the code. Please see the attached Survey Map for additional information. Village staff will be made available for questions.

5.E.4. The Plan Commission recommends approval of a Developer's Agreement for The Courtyard at Sussex, Assisted Living Facility (W235N6350 Hickory Drive). This sets forth the requirements of the developer to build the cul-de-sac and path to the bugline and obligates the development value for purposes of the TIF. It follows the previously approved developer's agreement for the site. Please see the agreement for more information.

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

8.A. Staff recommends approval a Petition for Attachment and Ordinance 867 for the same for property located in the Town of Lisbon at W240N6859 Maple Avenue owned by Anthony and Jami Vodicka. Village of Sussex has received a petition for detachment and attachment from Anthony and Jami Vodicka and the Village Clerk reviewed the petition and the property description and verified that the subject property is within the Village Growth Area (VGA), and any development to the property will require extending public utilities and shall be done in accordance with Village practices, policies and procedures. Please see the attached materials for additional information. Staff will be available for questions.

9.A. Staff has no recommendation on the Lion's request for Use of Equipment for Lion's Daze and recommends approval of the request for closure of Main Street for Parade. Please see the attached application materials for additional information. Staff will be available for questions.

10.A. Trustee Appointments. Please see the Village Presidents recommendations for Trustee appointments for the session.



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MEMORANDUM

To: Village Board
From: Linda Steinmetz, Deputy Clerk and Halie Dobbeck, Parks and Recreation Director
Re: Renters use of Brewery Temporary Second Location
Date: April 23, 2020

Due to recent trends influencing rentals of Village facilities, staff is looking for direction on a policy regulating renters use of a brewery at an event held on village property.

In the past, renters holding events had the ability to apply for a temporary beer/ wine license enabling them to sell alcohol at their event. This process is limited by the state to bona fide clubs, churches, lodges, societies, posts of veteran's organizations, chambers of commerce or similar civic or trade organizations. The process requires Village Board approval for the license and the applicant to have licensed operators at the event.

The new trend is renters hiring a brewery to serve at their events. This option is not limited to the above listed organizations. Breweries are within the state's realm of permitting and permission to serve at a temporary second location is granted by the state. A brewery does not need to have licensed operators as they are covered under the brewery's state permit.

At the last Finance & Personnel Committee meeting and Park Board meeting, the committee and staff discussed what a new policy would look like in providing staff with parameters for renter's use of a brewery to serve alcohol at an event held on village property.

Recommendation

Finance & Personnel Committee and staff as well as Park Board members and staff recommend allowing all renters of village facilities the option to use a brewery to serve alcohol at their event held with the following parameters:

1. Notification of the use of a Brewery must be given to the Village at the time rental application and payment are received.
2. Per state law, a brewery must contact the Department of Revenue to receive and complete the required form to serve at a temporary second location. The state will then request permission from the Village since the temporary second location is on Village property. A letter from the Village granting permission for the second location including address, date, time and map of service area will be sent to the state. Brewery will only be permitted to operate during the rental hours as outlined on the rental agreement.

3. Renters must rent a Village building or pavilion to qualify for use of a brewery to serve alcohol during their rental. Rental of green space only, does not qualify for brewery second location sales.
4. Building Rental - Brewery trailer shall set up in the closest, non ADA parking stall by main entrance of building and serving window shall face the building. If setting up an interior bar, brewery shall place bar within rented room.
5. Pavilion Rental - Brewery trailer shall set up within 25 feet of pavilion and serving window shall face pavilion. Brewery trailer shall not be in located within the traffic pattern. If setting up an interior bar, brewery shall place bar within rented pavilion.
6. Waukesha Sheriff's Department will be notified of all rentals taking place on Village property when alcohol is being served.

Park Board recommends that this only be approved for 1 year with it to be reviewed for renewal in 2021.



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MEMORANDUM

To: Village Board
From: Halie Dobbeck, Parks and Recreation Director
Re: Splash Pad Group Reservation Policy
Date: April 23, 2020

Background:

In conversation with local and national splash pads, many, if not all, experience many difficulties when multiple groups arrive and overwhelm the splash pad.

- Residents often complain when the splash pad isn't accessible and is overcrowded.
- It increases the amount of refuse at the site.
- Bus parking takes up valuable spots for cars.
- Too many groups at one time requires a staff member to attempt to regulate the situation.

To deal with these issues, many recreation programs have a group policy that requires pre-registration (some with payment and some without), as well as limiting the days/times so that residents can make a decision on when to visit the pad. Other organizations require groups to rent a pavilion vs. paying an entry fee.

Park Board Recommends regulating group attendance with the following parameters:

- Allow one (1) group slot per day (Tuesday and Thursday only);
1:00pm-3:00pm
- Each group cannot exceed 50 participants (Capacity is 346)
 - o Groups are considered 20+ people (children and chaperones)
- Groups must pay a \$50 group fee (fees will be used towards building and equipment upkeep)
- All Group registrations must be completed online and at least 48 business hours prior to their arrival (as space allows)
- Separate set of group rules will be provided (where to put belongings, where to park bus, supervision rules, etc.)
- Groups that are at the pad without a permit will be given a warning, if they return again without a permit, they will be asked to leave immediately

Policy Questions:

1. Should we regulate groups in regards to The Grove Splash Pad?
2. Does the Board agree with the outline parameters above?

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 7 and Lot 8 of Block 1 of Certified Survey Map No. 3793, located in the Northeast 1/4 & Northwest 1/4 of the Northwest 1/4 of Section 25, Township 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin.

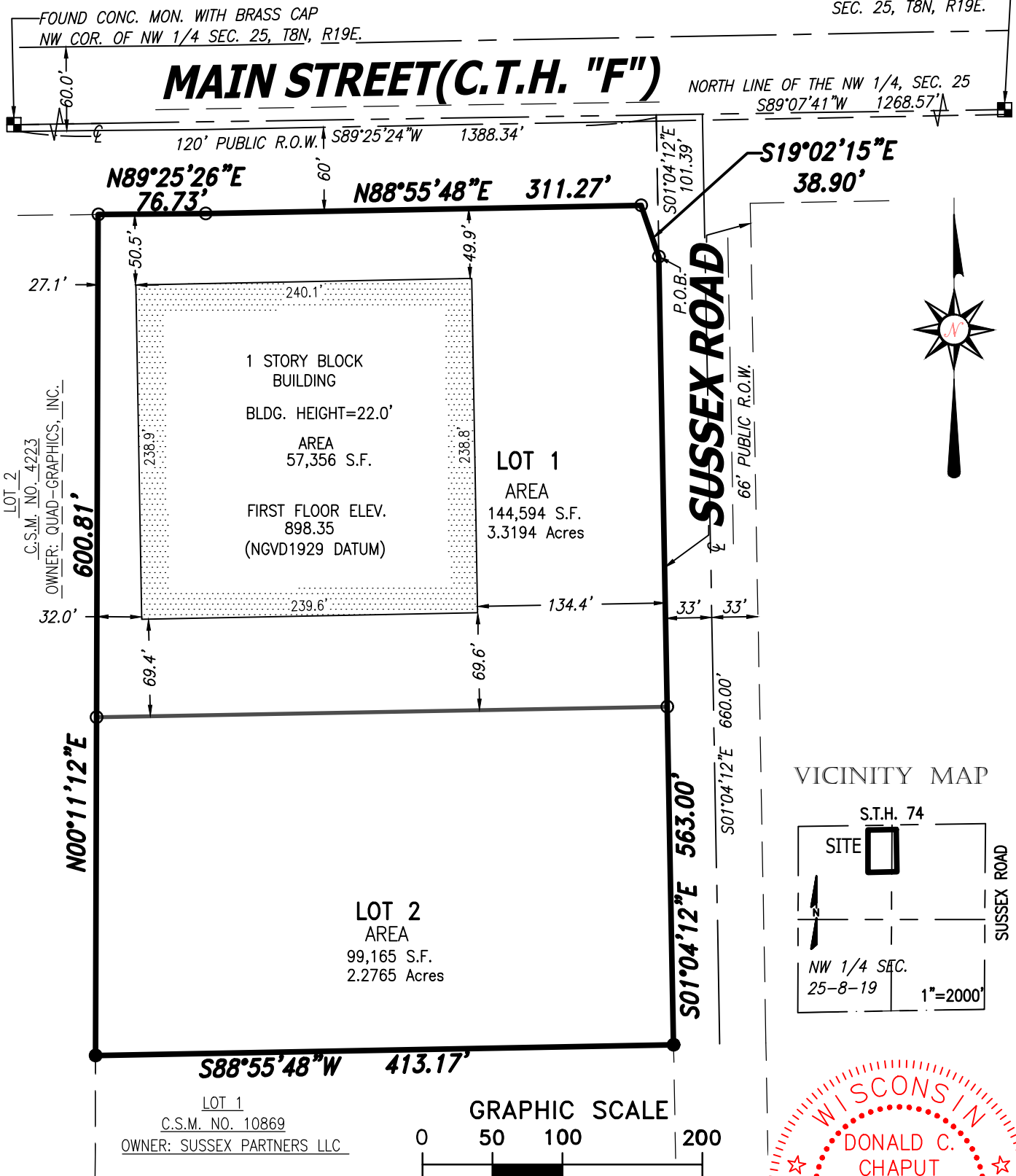
LEGEND

Owner : QUAD-GRAPHICS INC.
N61W23044 Harrys Way
Sussex, WI 53089-3995

- Indicates found 1" iron pipe
- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.

All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) dated Dec., 2015 in which the North line of the NW 1/4, Section 25, Township 8 North, Range 19 East bears N89°07'41"E.

FOUND CONC. MON. WITH BRASS CAP NE COR. OF NW 1/4 SEC. 25, T8N, R19E.

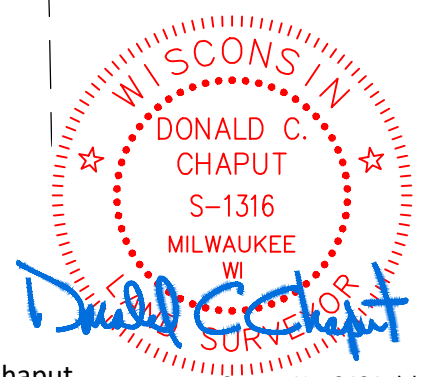


CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316



Survey No. 3404-dzb
Sheet 1 of 5 Sheets

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 7 and Lot 8 of Block 1 of Certified Survey Map No. 3793, located in the Northeast 1/4 & Northwest 1/4 of the Northwest 1/4 of Section 25, Township 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin.

LEGEND

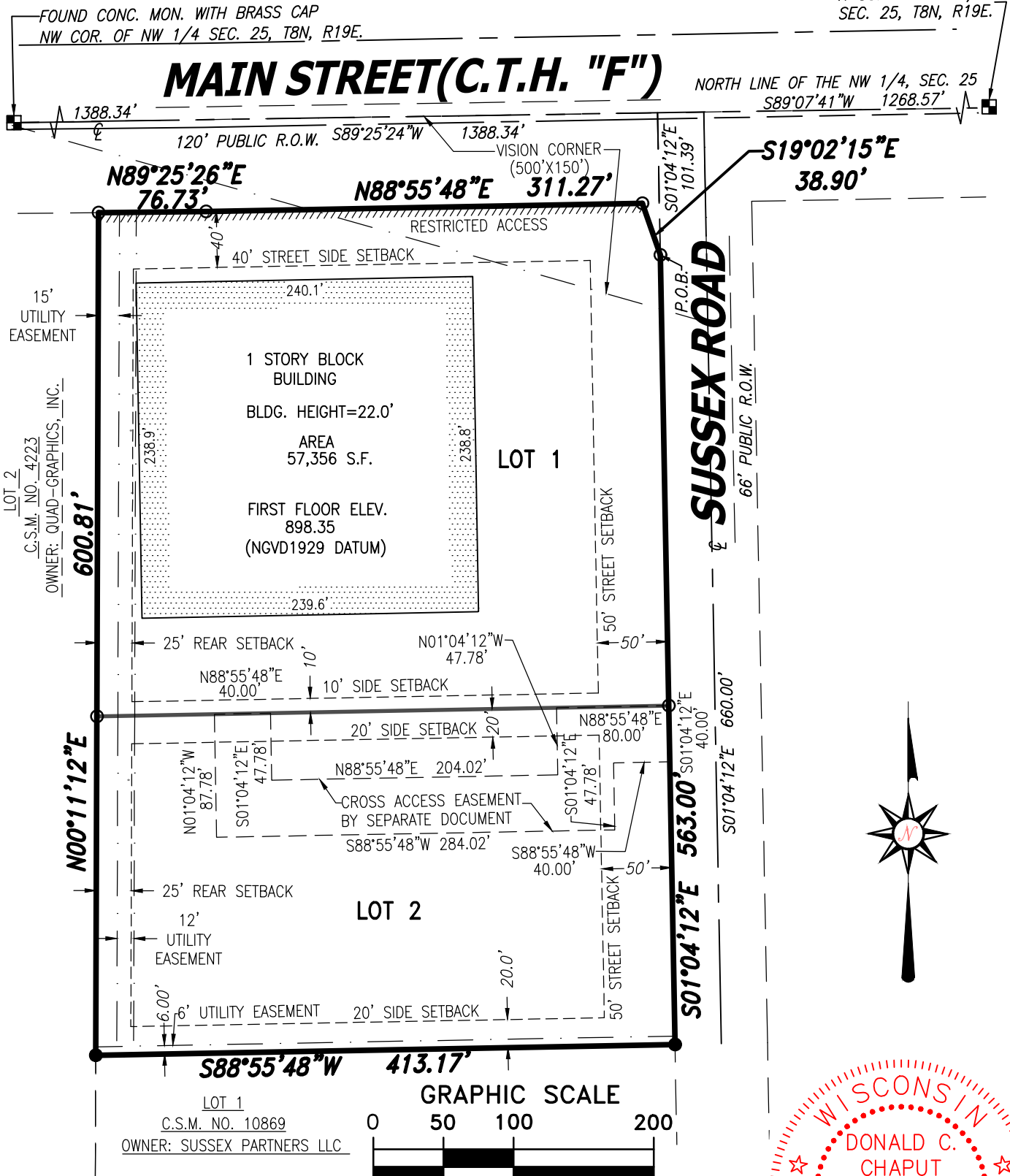
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) dated Dec., 2015 in which the North line of the NW 1/4, Section 25, Township 8 North, Range 19 East bears N89°07'41"E.

- Indicates found 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- ⊙ Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.

EASEMENT DETAIL

NOTE: EASEMENTS SHOWN FOR REFERENCE ONLY

FOUND CONC. MON. WITH BRASS CAP
N COR. OF NW 1/4 SEC. 25, T8N, R19E.



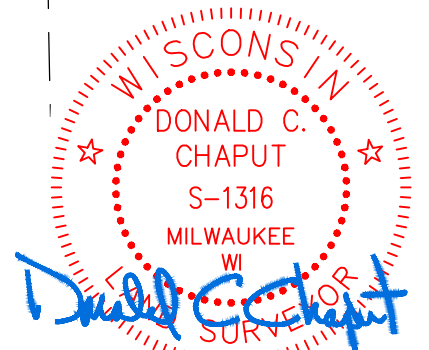
CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: January 23, 2020
Rev: March 3, 2020



Survey No. 3404-dzb
Sheet 2 of 5 Sheets

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 7 and Lot 8 of Block 1 of Certified Survey Map No. 3793, located in the Northeast 1/4 & Northwest 1/4 of the Northwest 1/4 of Section 25, Township 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the Village of Sussex on this ___ day of _____, 2020.

GREGORY GOETZ, CHAIRPERSON

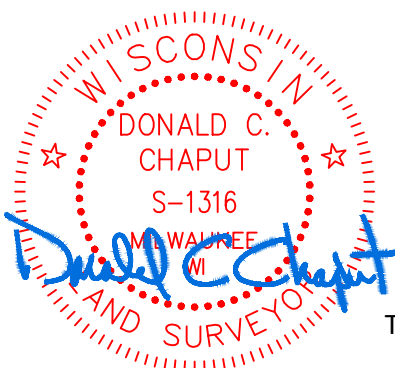
SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED by the Village Board of the Village of Sussex on _____ day of _____, 2020.

GREGORY GOETZ, PRESIDENT

SAM LIEBERT, VILLAGE CLERK



Date: January 23, 2020
Rev: March 3, 2020

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Survey No. 3404-dzb
Sheet 5 of 5 Sheets

CERTIFIED SURVEY MAP NO. _____

BEING ALL THAT PART OF VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND THE FIRST, SECOND, THIRD, AND FOURTH ADDENDUM TO THE VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND OUTLOT 5 OF SUSSEX PRESERVE ADDITION NO. 2, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN. NE. CORNER OF THE SE 1/4 SEC. 27-8-19

OVERALL DETAIL SHEET

WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE FND. CONC. MON. W/ BRASS CAP N-415,617.44 E-2,474,008.16

PIPING LEGEND:

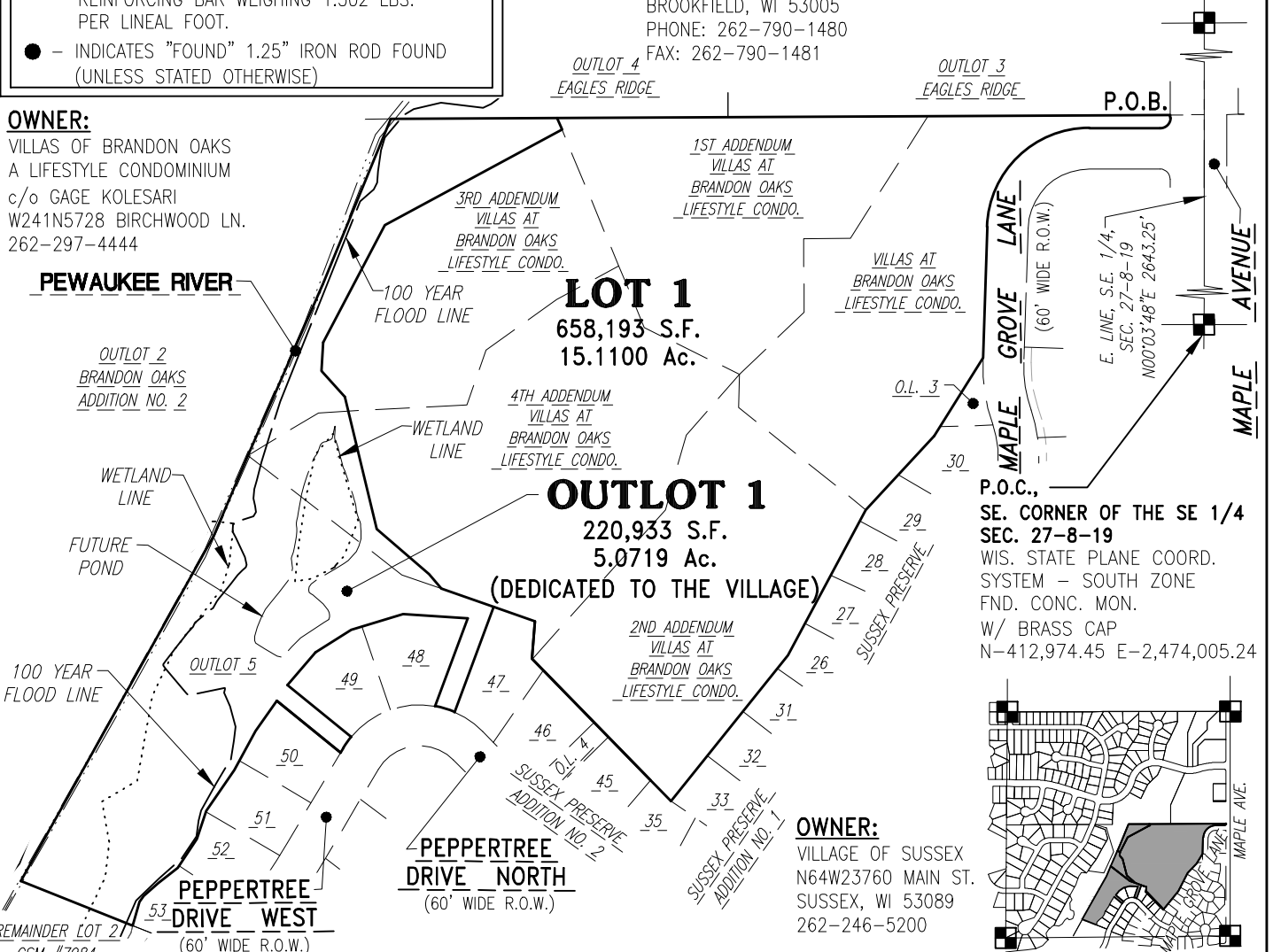
- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" 1.25" IRON ROD FOUND (UNLESS STATED OTHERWISE)

PREPARED BY:

TRIO ENGINEERING, LLC
4100 N. CALHOUN RD SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

OWNER:

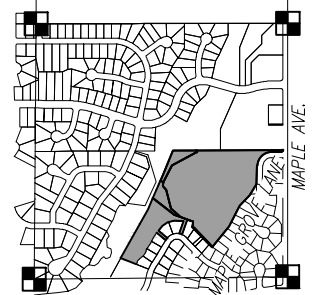
VILLAS OF BRANDON OAKS
A LIFESTYLE CONDOMINIUM
c/o GAGE KOLESARI
W241N5728 BIRCHWOOD LN.
262-297-4444



P.O.C.,
SE. CORNER OF THE SE 1/4
SEC. 27-8-19
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE FND. CONC. MON. W/ BRASS CAP N-412,974.45 E-2,474,005.24

OWNER:

VILLAGE OF SUSSEX
N64W23760 MAIN ST.
SUSSEX, WI 53089
262-246-5200

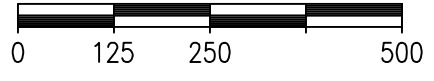


LOCALITY MAP:

S.E. 1/4, SEC. 27,
T. 8 N., R. 19 E.
SCALE: 1"=2000'



SCALE: 1"=250'



CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	15.00	90°00'00"	23.56	21.21	N45°03'48"E	S89°56'12"E	N00°03'48"E
C2	150.00	88°16'02"	231.08	208.90	S45°55'47"W	N89°56'12"W	S01°47'46"W
C3	130.00	13°16'50"	30.13	30.06	N73°15'59"W	N66°37'34"W	N79°54'24"W
C4	130.00	9°07'08"	20.69	20.67	S35°07'42"W	S39°41'16"W	S30°34'08"W

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE EAST LINE OF THE S.E. 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, BEARS N00°03'48"E.
- THE OUTLOT IS TO BE DEDICATED TO THE VILLAGE OF SUSSEX.
- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND.
- WETLANDS BOUNDARIES SHOWN HEREON WERE FIELD DELINEATED BY BRIAN LENNIE OF STANTEC CONSULTING, INC. (A WDNR CERTIFIED ASSURED DELINEATOR) ON AUGUST 25, 2014.
- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

DRAFTED THIS 14th DAY OF FEBRUARY, 2020 REVISED 3-2-20.
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119

JOB NO. 07-011-974-03
SHEET 1 OF 9

CERTIFIED SURVEY MAP NO. _____

BEING ALL THAT PART OF VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND THE FIRST, SECOND, THIRD, AND FOURTH ADDENDUM TO THE VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND OUTLOT 5 OF SUSSEX PRESERVE ADDITION NO. 2, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

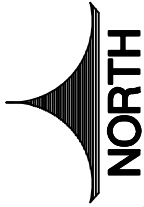
MAPLE AVENUE

(83' WIDE R.O.W.)

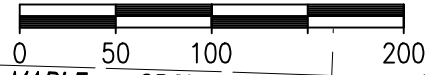
P.O.C.,
SE. CORNER OF THE SE 1/4
SEC. 27-8-19
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FND. CONC. MON.
W/ BRASS CAP
N=412,974.45 E=2,474,005.24

PIPING LEGEND:

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" 1.25" IRON ROD FOUND (UNLESS STATED OTHERWISE)



SCALE: 1" = 100'

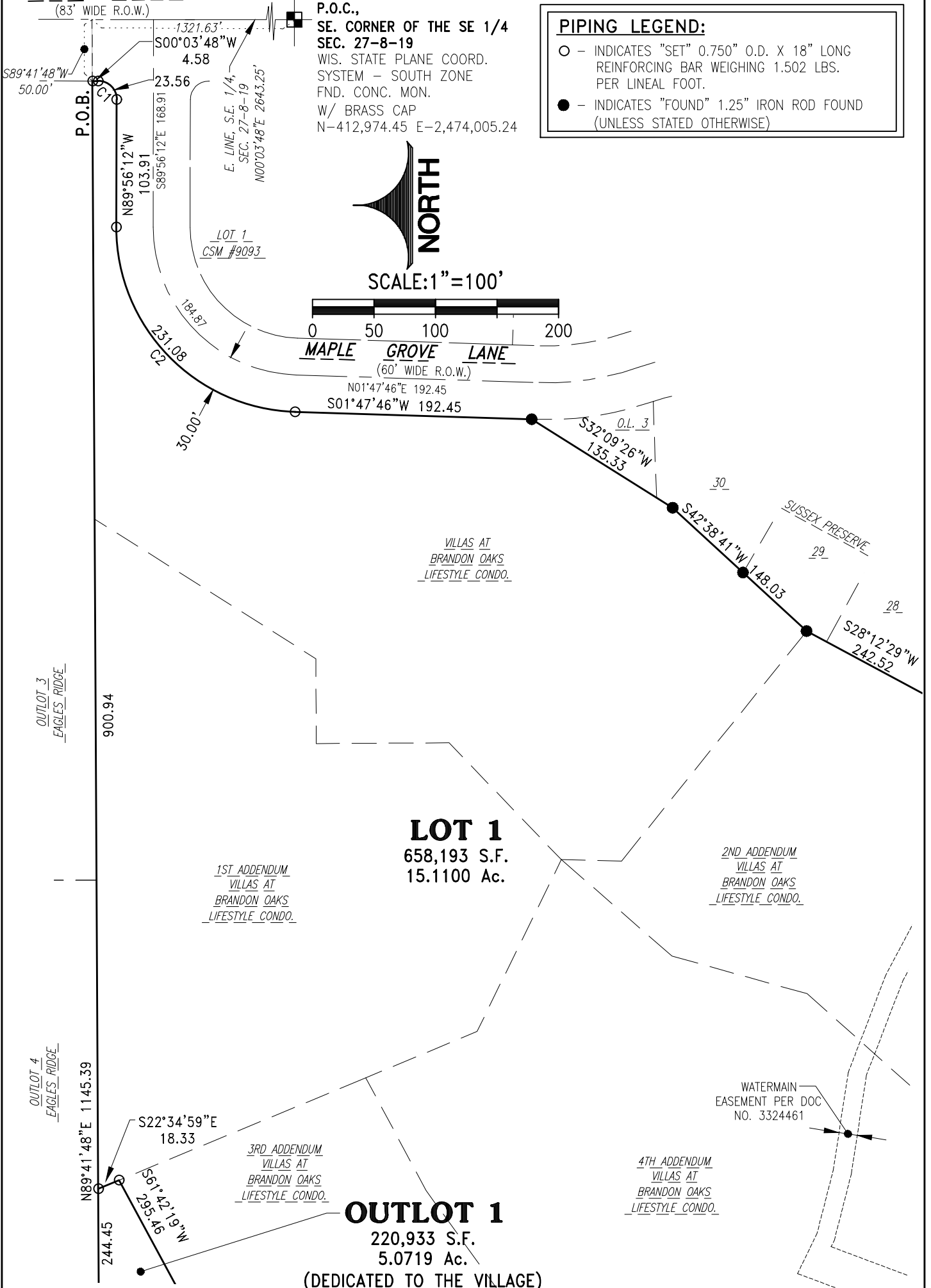


MAPLE GROVE LANE

(60' WIDE R.O.W.)

N01°47'46"E 192.45

S01°47'46"W 192.45



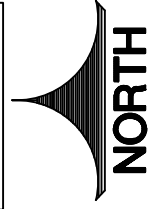
CERTIFIED SURVEY MAP NO. _____

BEING ALL THAT PART OF VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND THE FIRST, SECOND, THIRD, AND FOURTH ADDENDUM TO THE VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND OUTLOT 5 OF SUSSEX PRESERVE ADDITION NO. 2, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

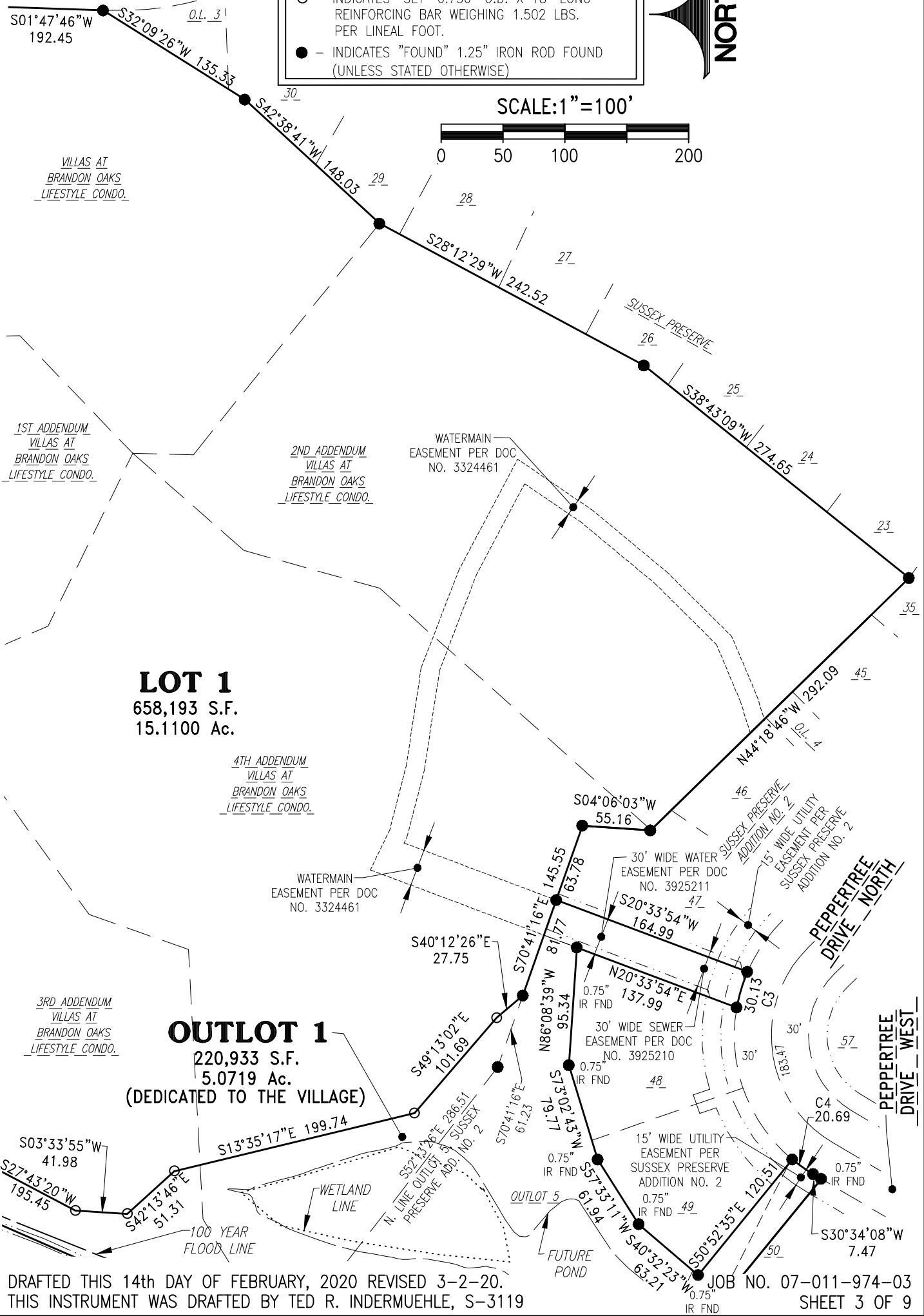
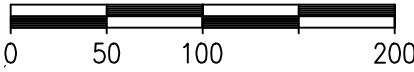
MAPLE GROVE LANE
(60' WIDE R.O.W.)

PIPING LEGEND:

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" 1.25" IRON ROD FOUND (UNLESS STATED OTHERWISE)



SCALE: 1" = 100'



LOT 1
658,193 S.F.
15.1100 Ac.

OUTLOT 1
220,933 S.F.
5.0719 Ac.
(DEDICATED TO THE VILLAGE)

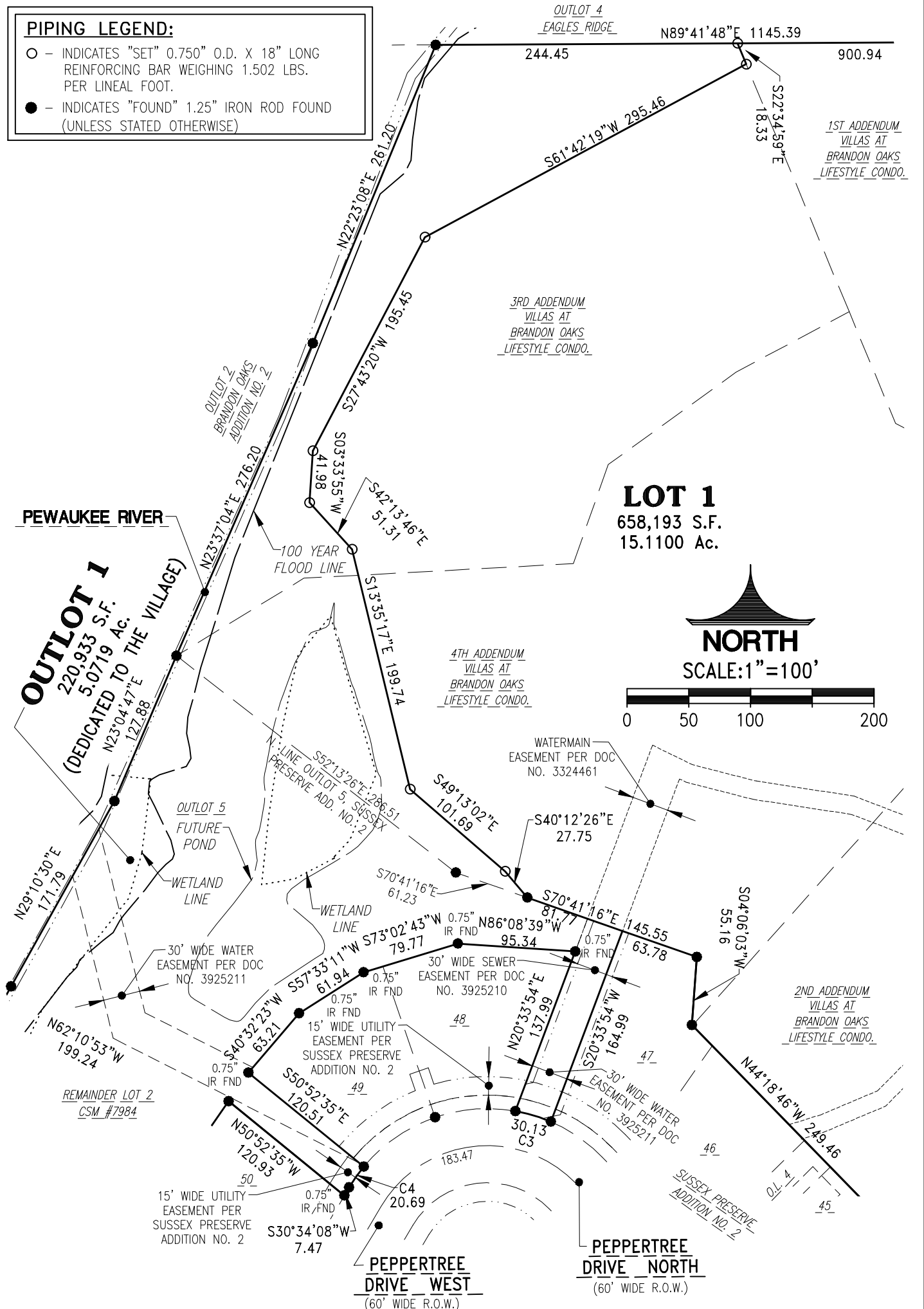
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CERTIFIED SURVEY MAP NO. _____

BEING ALL THAT PART OF VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND THE FIRST, SECOND, THIRD, AND FOURTH ADDENDUM TO THE VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND OUTLOT 5 OF SUSSEX PRESERVE ADDITION NO. 2, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PIPING LEGEND:

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" 1.25" IRON ROD FOUND (UNLESS STATED OTHERWISE)



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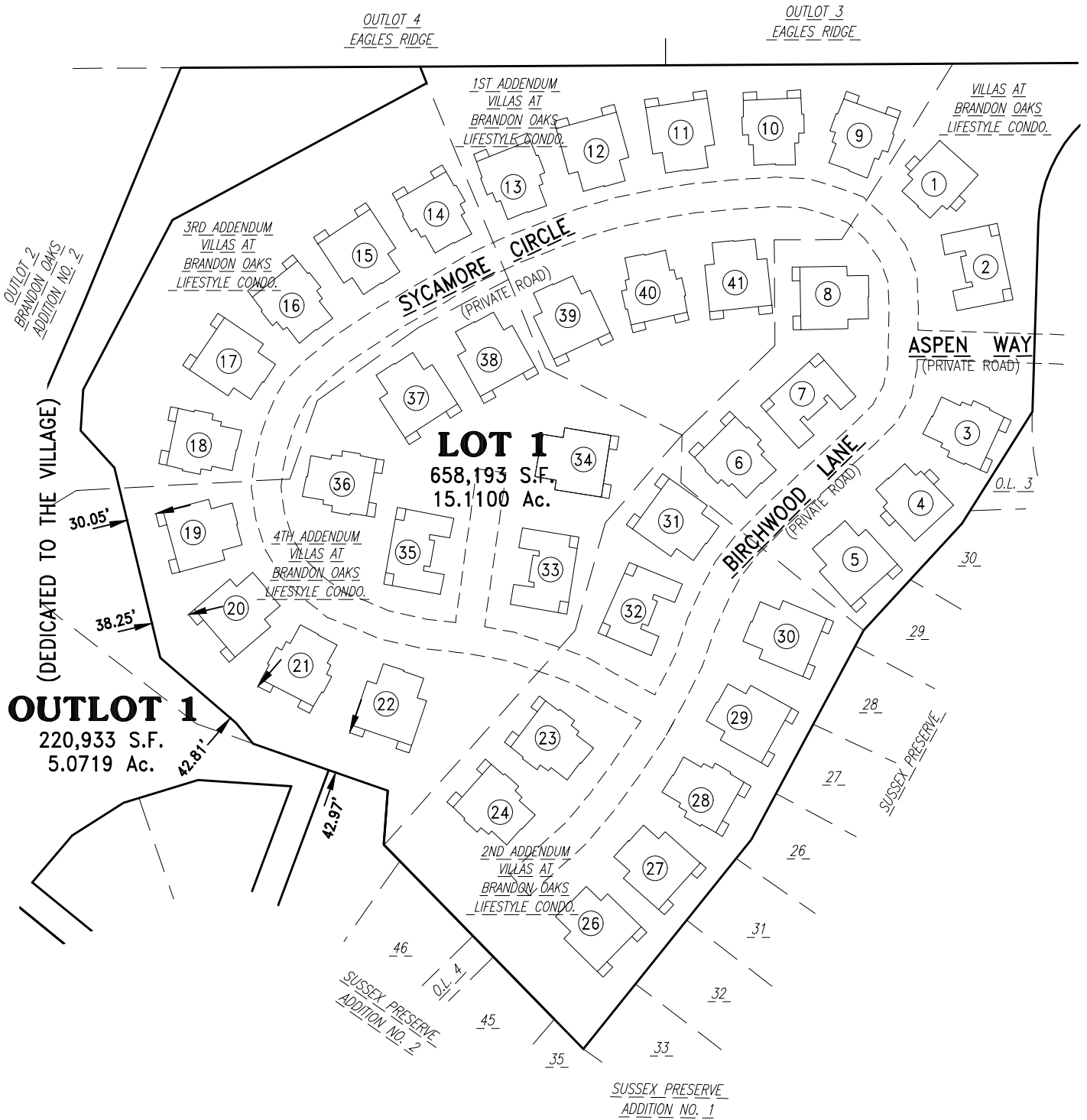
DRAFTED THIS 14th DAY OF FEBRUARY, 2020 REVISED 3-2-20.
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119

JOB NO. 07-011-974-03
SHEET 4 OF 9

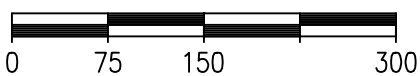
CERTIFIED SURVEY MAP NO. _____

BEING ALL THAT PART OF VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND THE FIRST, SECOND, THIRD, AND FOURTH ADDENDUM TO THE VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND OUTLOT 5 OF SUSSEX PRESERVE ADDITION NO. 2, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

CONDO DETAIL SHEET



NORTH
SCALE: 1" = 150'



DRAFTED THIS 14th DAY OF FEBRUARY, 2020 REVISED 3-2-20.
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119

JOB NO. 07-011-974-03
SHEET 6 OF 9

CERTIFIED SURVEY MAP NO. _____

BEING ALL THAT PART OF VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND THE FIRST, SECOND, THIRD, AND FOURTH ADDENDUM TO THE VILLAS AT BRANDON OAKS A LIFESTYLE CONDOMINIUM, AND OUTLOT 5 OF SUSSEX PRESERVE ADDITION NO. 2, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey map, in the Village of Sussex, Villas of Brandon Oaks a Lifestyle Condominium Owners Association and the Village of Sussex, owners, is hereby approved by the Village Board.

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

Date: _____

Gregory Goetz, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Sussex.

Date: _____

Sam Liebert, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

Approved, that the Certified Survey Map, in the Village of Sussex, Villas of Brandon Oaks a Lifestyle Condominium Owners Association and the Village of Sussex, owners, is hereby approved by the Plan Commission.

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

Date: _____

Gregory Goetz, Chairperson

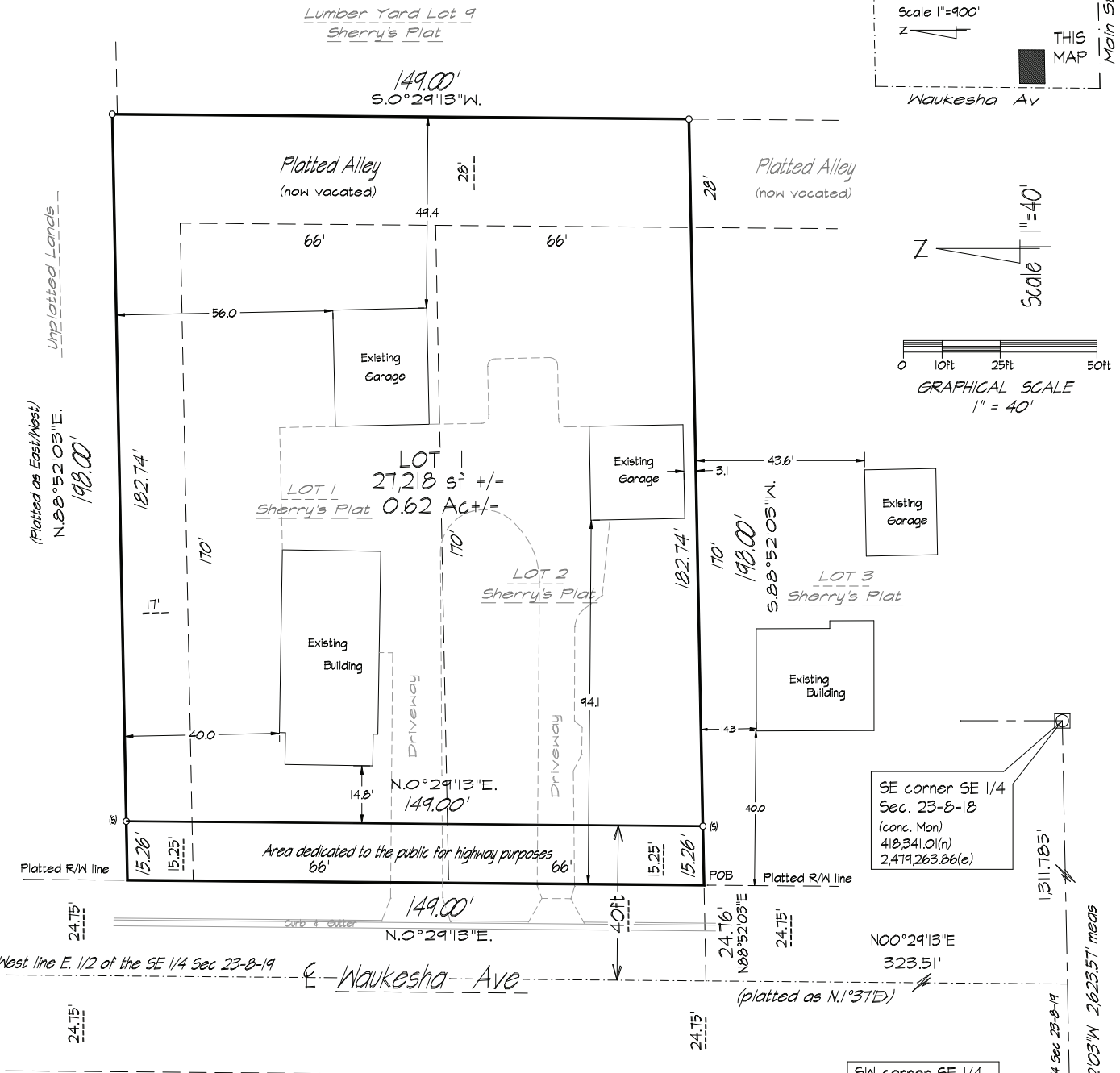
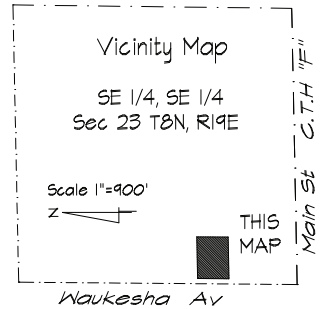
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Plan Commission of the Village of Sussex.

Date: _____

Sam Libert, Village Clerk

CERTIFIED SURVEY MAP

Being Lot 1 and Lot 2 and that part of the vacated alley in Document 4210200, all being part of Sherry's Plat of the Village of Templeton, being a recorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 23, Town 8 North, Range 19 East, lying and being in the Village of Sussex, County of Waukesha and state of Wisconsin.



SE corner SE 1/4
Sec. 23-8-18
(conc. Mon)
418,341.01(n)
2,479,263.86(e)

SW corner SE 1/4
Sec. 23-8-18
(conc. Mon)
418,289.16(n)
2,476,641.08(e)

Owner: Nels H Anderson Land and Cattle Revocable Living Trust
W232N6464 Waukesha Ave
Sussex, WI. 53089-3239
(262) 490-0432

Zoning: Central Mixed Business (B-4)
Tax Key # SUXV0236001
Tax Key # SUXV0236002

Denotes 1"x18" iron pipe survey markers set weighing not less than 1.13lbs per linear foot.

Denotes 3/4" OD iron pipe survey markers found.

Horizontal datum is based on the Wisconsin State Plane Coordinate system Grid, South Zone (NAD-27) and all bearings are referred to Grid North. The South line of the SE 1/4 of Section 23, T8N, R19E assumed bearing N.88°52'03"E. for mapping purposes.

All measurements have been made to the nearest one-hundredth of a foot.



March 17, 2020
Revised April 15, 2020

Sheet 1 of 3



This instrument was drafted by Michael R. Kotlarek

CERTIFIED SURVEY MAP _____

Being Lot 1 and Lot 2 and that part of the vacated alley in Document 4210200, all being part of Sherry's Plat of the Village of Templeton, being a recorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 23, Town 8 North, Range 19 East, lying and being in the Village of Sussex, County of Waukesha and state of Wisconsin.

SURVEYOR'S CERTIFICATE

I, Michael R. Kotlarek, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1 and Lot 2 and that part of the vacated alley in Document 4210200, all being part of Sherry's Plat of the Village of Templeton, being a recorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 23, Town 8 North, Range 19 East, lying and in the Village of Sussex, County of Waukesha and state of Wisconsin. Being more particularly described as follows: being at the SE corner of said Section 23; thence S.88°52'03"W. along the south line of said section a distance of 1311.785 feet to the SW corner of the SE 1/4, of the SE 1/4, of said Section; thence N.0°29'13"E. along the west line of the East 1/2 of the SE 1/4 of section a distance of 323.51 feet; thence N.88°52'03"E. parallel with the south line of said section a distance of 24.76 feet to the east line of Waukesha Avenue as platted, said point being the SW corner of said Lot 2, said point being the point of beginning; thence N.0°29'13"E. parallel with said west line and along the east line of said Waukesha Avenue a distance of 149.00 feet to the NW corner of said Subdivision; thence N.88°52'03"E. along the north line of said Subdivision a distance of 198.00 feet to the NW corner of "Lumber Yard Lot" as platted in said Subdivision, also known as Lot 9; thence S.0°29'13"W. along the west line of said Lot a distance of 149.00 feet; thence S.88°52'03"W. 198.00 feet to the point of beginning. Containing 29,490 square feet (0.62 acres) of land, more or less.

I have made such survey land division and map by the direction of Nels H. Anderson Land and Cattle Revocable Living Trust, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Sussex Land Division Ordinance in surveying and mapping the land within the certified survey map.



Revised April 15, 2020

Michael R. Kotlarek, March 17, 2020
Professional Land Surveyor S-1677

CERTIFIED SURVEY MAP _____

Being Lot 1 and Lot 2 and that part of the vacated alley in Document 4210200, all being part of Sherry's Plat of the Village of Templeton, being a recorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 23, Town 8 North, Range 19 East, lying and being in the Village of Sussex, County of Waukesha and state of Wisconsin.

OWNER'S CERTIFICATE

Nels H. Anderson Land and Cattle Revocable Living Trust, as owner, does hereby certify that he has caused the land described on this certified survey map to be surveyed, mapped, dedication and divided as represented on this certified survey map and does further certify that this certified survey map is required by Chapter 235 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. Village of Sussex

IN WITNESS WHEREOF, the said Nels H. Anderson Land and Cattle Revocable Living Trust has caused these presents to be signed by Nels H. Anderson, Sole Representative of said Trust at City of Sussex, Waukesha County, State of Wisconsin on this _____ day of _____, 2020

In the presence of: Nels H. Anderson Land and Cattle Revocable Living Trust, owner of said land.

Nels H. Anderson, Sole Representative

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

Personally came before me this _____ day of _____, 2020 Nels H. Anderson, as the Sole Representative of Nels H. Anderson Land and Cattle Revocable Living Trust, to me know to be the person who executed the foregoing instrument, and to me known to be such Representative of said Trust and acknowledged that he executed the foregoing instrument as such officer as the deed of said Trust, by it's authority

Notary Public
Name: _____
My Commission Expires: _____

PLAN COMMISSION APPROVAL

Approved and accepts dedication as shown hereon, by the Plan Commission of the Village of Sussex on this _____ day of _____, 2020

Date _____ Gregory Goetz, Chairman _____

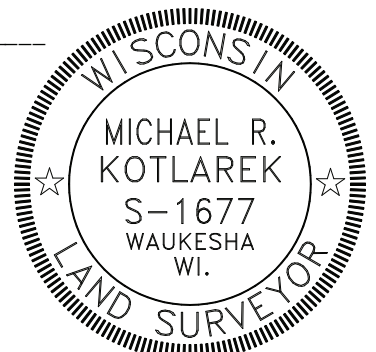
Date _____ Samuel Liebert, Secretary _____

VILLAGE BOARD APPROVAL

Approved and accepts dedication as shown hereon, by the Village Board of the Village of Sussex on this _____ day of _____, 2020

Date _____ Gregory Goetz, Chairman _____

Date _____ Samuel Liebert, Secretary _____



March 17, 2020
Revised April 15, 2020

DEVELOPER'S AGREEMENT FOR

SUSSEX ASSISTED LIVING LLC
THE COURTYARD AT SUSSEX

VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this 16TH day of April 2020, between Sussex Assisted Living LLC a Wisconsin-based limited liability corporation, with offices at 101 N Wacker Drive Suite 608, Chicago, IL 60606, hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

WITNESSETH:

WHEREAS, the DEVELOPER has a contract for the development of land and buildings with the owner of land in the VILLAGE, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to develop the SUBJECT LANDS for a 103,999 square foot senior living facility with 110 units as illustrated on the Site Plan and set forth on **EXHIBIT B**, attached hereto and incorporated herein, hereinafter called the "DEVELOPMENT" by use of standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned B-4 Central Mixed Use Development which allows the above-described DEVELOPMENT as a conditional use; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer, water, and sidewalks; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this vacant site is located within the TIF district and will add a significant financial tax base to the Village, and the DEVELOPER shall guarantee that upon completion of DEVELOPMENT the assessed value by January 1, 2022 shall be fourteen million (\$14,000,000.00) and shall maintain at least this value or make payment to the Village as if the value was at least \$14,000,000 through the life of TIF District #6.

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

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the VILLAGE Plan Commission and VILLAGE Board, conditions of certain agencies and individuals in the County, all VILLAGE ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission of the VILLAGE of Sussex has given conditional use permit to the DEVELOPMENT, attached hereto and incorporated herein, hereinafter called "CUP" as **EXHIBIT C**, conditioned in part upon the DEVELOPER and the VILLAGE entering into a DEVELOPER's Agreement, as well as other conditions as approved by the VILLAGE Board; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by VILLAGE

ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

Except as otherwise expressly provided to the contrary in this Agreement, DEVELOPER shall, at DEVELOPER's sole cost and expense, develop the SUBJECT LANDS and construct the Improvements in accordance with the approved Plans and Specifications incorporated herein as follows:

A. **BUILDING AND SITE IMPROVEMENTS:** The DEVELOPER hereby agrees that:

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 plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall construct, complete, and install all buildings, structures, and site improvements in accordance with the Plans and Specifications approved by the VILLAGE and on file with the VILLAGE Clerk.
3. The completion of the buildings, Private Improvements, site improvements, and structures in compliance with said Plans and Specifications constitute material terms of this Agreement.

B. **PUBLIC STREETS, SIDEWALKS, AND PATHS:**

DEVELOPER shall, at its sole cost and expense, complete, or cause the completion of, the grading, construction, and surfacing of roads, including curbs and gutters for the Cul de Sac at Pembroke, and sidewalks along Silver Spring and Hickory Drive, 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 evidencing review and approval of said plans.

2. DEVELOPER shall grade and install all planned public streets and sidewalks in accordance with the CUP, approved development plan of said DEVELOPMENT and the plans and specifications on file in the VILLAGE Clerk's office.

3. DEVELOPER shall construct a ten foot wide paved path extending from the northwest property boundary to connect to the Bugline Trail and extend the path to connect to the property to the north and as shown on site plan attached hereto and incorporated herein, hereinafter as **EXHIBIT D**.

4. Sidewalk is to be placed in the right of way along all public streets except on cul-de-sacs and from the cul-de-sac to the path leading to the Bugline Trail. If the sidewalk is not placed in the right of way the Developer shall provide a sidewalk easement for the same.

5. DEVELOPER shall maintain public streets, sidewalks, and paths including snowplowing unless otherwise agreed to by the VILLAGE Administrator, until Final Acceptance is granted by resolution by the VILLAGE Board.

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

7. Contractors working on the development or on individual buildings 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, the 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 asphalt has been installed by the DEVELOPER and Final Acceptance is granted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, sidewalk, and path, 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 streets, sidewalk, and path within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's and/or subject property OWNER's expense, at the option of the VILLAGE.

8. DEVELOPER shall complete all improvements no later than November 1, 2022.

C. SANITARY SEWER:

DEVELOPER shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of a complete sanitary sewage collection system throughout the entire SUBJECT LANDS and perform and complete work and improvements on the VILLAGE sanitary sewer collection system adjacent to the SUBJECT LANDS all in accordance with the plans and specifications approved by the VILLAGE 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 of Sussex 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 SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.

3. To furnish "as-built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of building permits.

4. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the VILLAGE Engineer, supply the video tape to the VILLAGE of Sussex, and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the VILLAGE.

D. WATER:

DEVELOPER shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of a complete water distribution system throughout the entire SUBJECT LANDS and perform and complete work and improvements on the VILLAGE water distribution system adjacent to the SUBJECT LANDS all in accordance with the plans and specifications approved by the VILLAGE 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 system plans are in conformance with all Federal, State and VILLAGE of Sussex 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 SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.
3. The 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 of hydrant valves and curb stops, if any.
4. That no occupancy permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the VILLAGE. The VILLAGE may require that parts or all of the water system for the SUBJECT LANDS be installed, dedicated, and approved prior to the issuance of any building permits to ensure that the system will function properly.
5. The water system plans shall clearly show that any water laterals beyond the curb stops are private improvements that will not be dedicated to the VILLAGE, and water improvements up to the curb stops are public improvements that will be dedicated to the VILLAGE.

E. SURFACE AND STORM WATER DRAINAGE:

DEVELOPER shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of adequate facilities for storm and surface water drainage in accordance with the plans and specifications subject to the following: hereby agrees that:

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 surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer, DNR, and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and where appropriate from adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE before any occupancy permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The storm and surface water drainage system provided under this Agreement is a private improvement and will not be dedicated to the VILLAGE.
6. DEVELOPER by separate agreement, upon transfer of ownership, his heirs, successors and assigns running with the SUBJECT LANDS shall be responsible

for the maintenance, operation, and replacement of all storm/surface water facilities (including detention and retention facilities and appurtenant equipment) as set forth in the VILLAGE approved maintenance agreement attached hereto as **EXHIBIT E**. This includes, but is not 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.

7. The DEVELOPER shall clean all storm sewers installed or impacted directly pursuant to this agreement, if any, prior to issuance of occupancy permits and acceptance of improvements by the VILLAGE Board.

8. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.

9. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of occupancy permits.

F. GRADING, EROSION AND SILT CONTROL:

DEVELOPER shall, at its sole cost and expense, grade, and maintain all required erosion and sediment control measures on the SUBJECT LANDS in accordance with the approved plans and specifications on file with the VILLAGE Clerk 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 Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable, have approved said plans.

2. The 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 Waukesha County Department of Park and Land Use, Land Resources Division, 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. Any cash or letter of credit posted with the VILLAGE will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.

G. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices as specified in the Tree Mitigation Plan and Landscape Plan attached herein as **(EXHIBIT F)**.

2. The 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.

3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.

4. The DEVELOPER shall delineate all wetlands that are on the property by means of cedar posts, as approved by the Village staff prior to the issuance of building permits.

5. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.

H. STREET SIGNS AND TRAFFIC CONTROL SIGNS:

DEVELOPER shall, at its sole cost and expense install or cause the installation of all necessary street and traffic control signs on the SUBJECT LANDS subject to the following:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the VILLAGE will be installed by the VILLAGE at the cost of DEVELOPER within fifteen (15) working days of the placement of the first lift of asphalt.

I. STREET LIGHTS: The DEVELOPER hereby agrees to install or cause WE Energies to install a street lighting system in the development according to a plan prepared by We Energies and on file with the VILLAGE Clerk and approved by the VILLAGE of Sussex prior to issuance of building permits unless waived by VILLAGE Staff. The Lighting Plan shall be **EXHIBIT G** which shall be attached to this agreement prior to the approval of an occupancy permit for any building.

J. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Sections I above shall be completed by the DEVELOPER, by November 1, 2022 except as otherwise provided for in this Agreement Board approval. In every case, regardless of circumstances, all work

contemplated by this agreement must be completed no later than November 1, 2022, unless this ultimate deadline is extended in writing by the VILLAGE Board.

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 improvements in the completed development 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 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.

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

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. 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 the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. DEVELOPER shall guarantee after Final Acceptance the public improvements against defects due to faulty materials or workmanship, provided that such defects appear within a period of two years from the date of Final Acceptance by providing the VILLAGE with cash or a 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. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or 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 sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, 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 notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, 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 costs or expenses incurred by the VILLAGE Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. 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 all such associated costs. Said bill shall be paid immediately by the DEVELOPER. 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 upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. 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 immediately by the DEVELOPER.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures

shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches, storm sewers, 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 a) 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 this development, or b) during the two-year warranty period for public improvements prescribed hereinabove, whichever is first to transpire.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

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

SECTION IX. DEVELOPMENT WITHIN A TIF DISTRICT. DEVELOPER shall maintain the property as a taxable property through the life of the TIF District #6, which will end approximately in 2040. This project is located within a TIF District and it is an essential component of approval of this use on the subject property to produce sufficient increment for the financial viability of the TIF District and the general welfare of the community. The DEVELOPER shall maintain a taxable residential class assessment and an assessed value on the subject property of at least \$14,000,000 starting with the assessment on January 1, 2018 through the life of the TIF District #6. In the event the assessed value in any year is less than \$14,000,000, the DEVELOPER shall pay to the VILLAGE by January 31 of the year following such assessment the difference between the tax amount paid based upon the actual assessed value and the amount that would have been paid if the assessed value had been \$14,000,000. No additional payment is necessary for any year if the assessed value for that year is above \$14,000,000 and the subject property is classified as residential and not tax-exempt. If the subject property, or any portion of the subject property becomes tax-exempt for any reason, the obligation to pay an amount equal to the taxes that would be paid for property with an assessed value of \$14,000,000 that is classified as residential continues in effect. The VILLAGE will provide notice to the DEVELOPER at the approximate time that the annual tax bill is mailed to the amount owed. This payment is essential and failure to pay the amount by January 31 of each year shall

automatically result in the Conditional Use being brought before the Plan Commission for revocation, and is grounds for revocation of the CU and its terms for default of this DEVELOPER's Agreement. Nothing herein shall be interpreted as modifying any agreement the VILLAGE may have with Art Sawall, ECT International, Inc., Mammoth Springs, LLC or any other person or entity, nor shall this be interpreted as relieving any obligation such persons and entities may have to the VILLAGE. In the event the obligations herein match obligations agreed upon by others, the obligations to the VILLAGE are joint and several.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the VILLAGE, the DEVELOPER shall file with the VILLAGE cash or a letter of credit (**EXHIBIT H**) setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements by November 1, 2022 unless otherwise extended by this agreement or by action of the VILLAGE Board, or
- C. The letter of credit on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by VILLAGE Engineer, and in a form approved by the VILLAGE Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the VILLAGE Administrator.

The lending institution providing the irrevocable letter of credit shall pay to the VILLAGE Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the

irrevocable letter of credit, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no occupancy permits shall be issued for any buildings, until the VILLAGE Engineer has determined that:

- A. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific building for which a building permit is requested has been completed and accepted by the Village Engineer.
- B. The site grading and construction of surface and storm water drainage facilities required to serve the building are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the Village Engineer.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer. Provided, however, that in the event the building becomes substantially completed at a time of year wherein the weather makes the installation of landscaping and/or the second lift of asphalt on driveways and/or parking lots, the Village may issue a temporary occupancy permit during such weather-related delays.
- D. All required grading plans have been submitted to, reviewed by and approved by the VILLAGE Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.

G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish including buildings and unwanted items are removed from the development and disposed of lawfully.

H. All required "as built" plans for the Public Improvements on the SUBJECT LANDS have been submitted and approved by the VILLAGE Engineer.

I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (unless waived by the VILLAGE Administrator), the sanitary sewer system, and the water system.

J. There is no default of any aspect of this agreement as determined by the VILLAGE Administrator.

K. The DEVELOPER has delineated the 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.

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

The VILLAGE reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. MISCELLANEOUS REQUIREMENTS

The DEVELOPER shall:

A. EASEMENTS:

Provide any easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer such easements shall be along lot lines if at all possible.

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 for a specific Lot, 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. STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT:

Execute and record said agreement. Said language, once approved shall be recorded at the Waukesha County Register of Deeds and attached herein as **EXHIBIT E**.

F. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

As provided in the VILLAGE Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used 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. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be in an amount established by the VILLAGE's Land Division Ordinance and including annual increases and due at the time of issuance of the BUILDING PERMIT.

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.

G. RESERVE CAPACITY ASSESSMENTS - WATER:

The DEVELOPER agrees to pay a reserve capacity assessment as required in Sections 18.0810(D) and 18.1007 and other relevant sections of the VILLAGE Code, to be used for the costs of reserve capacity created by the VILLAGE in the VILLAGE's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be an amount established in the VILLAGE's Land Division Ordinance and is subject to annual increases and due at the time of issuance of the BUILDING PERMIT.

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 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.

H. UNDERGROUND UTILITIES:

Install all existing and proposed electrical, telephone, cable and gas utilities underground. Coordination of installation and burial and all costs shall be the responsibility of the DEVELOPER.

I. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

J. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer. Excess topsoil may be removed as DEVELOPER determines based upon the approved Grading Plan and VILLAGE Engineer consent.

K. DIGGERS HOTLINE.

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the VILLAGE Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have received final acceptance from the VILLAGE as provided in Section III.

L. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

M. NOISE:

Make every effort 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. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

N. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within 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 forty-eight (48) 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 DEVELOPER'S and/or subject property owner's expense.

O. DUTY TO CLEAN ROADWAYS:

The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said mud, dirt and stone is not cleaned up after notification, the VILLAGE will 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.

P. 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.

Q. IMPACT FEES.

DEVELOPER and VILLAGE acknowledge that the VILLAGE has caused a needs assessment study to be performed pursuant to Wis. Stat. §66.0617 and that the VILLAGE has enacted an ordinance (18.10065) that imposes impact fees pertaining to the VILLAGE's parks, playgrounds and land for athletic fields, and that imposes impact fees pertaining to the VILLAGE's Library. The DEVELOPER acknowledges and agrees that the ultimate occupants of the Lots on the SUBJECT LANDS will likely utilize the Village's parks, playgrounds, and athletic fields, and Library and that the impact fees imposed by VILLAGE Ordinances are necessary to pay for the capital costs of the facilities described in this section in order to accommodate land development. These Fees shall be paid prior to the release of the BUILDING PERMIT.

R. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the VILLAGE of Sussex Zoning Code.

S. NO AGRICULTURE USE.

The DEVELOPER shall not permit any open space or undeveloped lands within the Subject Property to be used for any agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code. In the event that the DEVELOPER uses the land in a manner that causes the subject property or any portion thereof to be assessed in a manner that reduces property tax liability the DEVELOPER shall make an additional payment in lieu of taxes (PILOT) so that the total tax payment plus PILOT equals the amount that would be paid on residential property assessed with a value of \$14,000,000.

T. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall address the tree preservation requirements of this agreement, maintenance of open areas and signage, and any other restrictions imposed in the approval process for the development.

SECTION XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative 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 project. 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 of being invoiced may be charged against the financial guarantee held by the

VILLAGE pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XV. 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 XVI. 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 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 growing out of this agreement by any party or parties. The 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.

SECTION XVII. VILLAGE RESPONSIBILITY:

A. The VILLAGE agrees to pay for the following oversizing costs, if it is determined by the VILLAGE that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The VILLAGE reserves the right to determine the bid amounts to be used in this calculation.

- 1 Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger valves.
- 2 Cost of increasing the size of the sewer main from eight inches to a larger size.

3. The VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE of Sussex's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the VILLAGE of Sussex and the appropriate approvals have been granted for such service from all Federal, State, SEWRPC, and local governments and agencies.

SECTION XVIII. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual 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 XIX. 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 XX. 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 XXI. 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.

SECTION XXII. COMPLIANCE WITH CODES AND STATUTES:

The 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 XXIII. AGREEMENT FOR BENEFIT OF PURCHASERS:

DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any Lot or any interest in any Lot or parcel of land in the SUBJECT LANDS.

SECTION XXIV. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. If required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXV. PARTIES BOUND:

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

SECTION XXVI. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the SUBJECT LANDS (the "Successors") -This section allows for VILLAGE enforcement of the terms and conditions of this Agreement against all such Successors. This section does not, however, grant rights to such Successors absent VILLAGE written consent, as described in Section XXIV.

SECTION XXVII. 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 XXVIII. OWNERSHIP OF SUBJECT LANDS.

DEVELOPER warrants and represents that, as of the date of execution of this Agreement it has title to the Property.

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. 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 XXXIII. RECORDING OF AGREEMENT.

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

SECTION XXXIV. AMENDMENTS:

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

SECTION XXXV. MORTGAGEE CONSENT: The undersigned mortgagee of the property identified in Exhibit A, consents to this Developer's Agreement, and agrees that its lien of mortgage shall be subordinate to the rights of the VILLAGE granted by this Developer's Agreement.

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.

_____.

By: _____, DEVELOPER

STATE OF ILLINOIS
COUNTY OF COOK

Personally came before me this _____ day of _____, 2020,
the above named Thomas Ostrom, Authorized Signatory of Sussex Assisted
Living, LLC, the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF IL
My commission expires: _____

_____.

By: _____, MORTGAGEE

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2020,
the above named _____, Authorized Signatory of
_____ the foregoing instrument and acknowledged
the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2020,
the above-named Greg Goetz, VILLAGE President, and Sam 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
_____, 2020.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

PETITION FOR
DETACHMENT AND ATTACHMENT

TOWN OF LISBON

VILLAGE OF SUSSEX

TO: The Town Board of the Town of Lisbon, Waukesha County, Wisconsin, and
The Village Board of the Village of Sussex, Waukesha County, Wisconsin:

I/We, the undersigned, being the owner(s) of the land described within this petition, hereby petition the Town of Lisbon for detachment and the Village of Sussex for attachment of the following described real estate presently located within the Town of Lisbon,

Address of requested property W240 N 6859 Maple Ave

Tax Key # 0229994

Pursuant to the approved Boundary Stipulation and Intergovernmental Cooperation Agreement dated January 22, 2001, and entered by the court on March 2, 2001 (Case No. 99 CV 2407).

The total area of the Land to be detached is 2 acres, more or less.

The number of people residing on the land to be detached is 4.

A legal description and scale map of the property is attached to this petition. Additional attached documents, if any.

Owner signature [Signature] Date 4-8-20

Print name Anthony Vodicka

Address W240 N 6859 Maple Ave

Daytime phone # 262 894 0579

Owner signature [Signature] Date 4-8-20

Print name JAMI M VODICKA

Address W240 N 6859 Maple Ave

Daytime phone # 262 - 370 - 8275

Attach additional copies of this petition as needed for signatures.

This form and attached information must be filed with both the Town Clerk and the Village Clerk

Print Form

Clear Form

Real Property

1. The legal description of the Property is as follows: CERT SURV 1191 VOL 8/57 PT SE1/4 NE1/4 SEC 22 T8N R19E VOL 1186/217 DEEDS

Tax Key Id: LSBT022994, which includes the fixtures and improvements located on the Property that are listed within this Offer. All property included within is referred to as the "Property".

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

ORDINANCE 867

**APPROVING THE ATTACHMENT OF PROPERTY
WITHIN THE VILLAGE GROWTH AREA UNDER THE BOUNDARY STIPULATION
AND INTERGOVERNMENTAL COOPERATION AGREEMENT
WITH THE TOWN OF LISBON**

WHEREAS, the Village of Sussex and the Town of Lisbon entered into a Boundary Stipulation and Intergovernmental Cooperation Agreement (“Agreement”) on January 22, 2001, pursuant to §66.0225, and;

WHEREAS, the Waukesha County Circuit Court incorporated the Agreement as the judgment of the Court which was entered on March 12, 2001, (Case No. 99 CV 2407) which is its effective date, and;

WHEREAS, the Agreement provides in Article II, C. 1., a process by which property owners within the Village Growth Area (“VGA”) may detach from the Town of Lisbon and attach to the Village of Sussex, and;

WHEREAS, the Village of Sussex has received a petition for detachment and attachment from Anthony and Jami Vodicka, hereinafter collectively referred as “Petitioner”, owner of the property located at W240N6859 Maple Avenue Tax Key No. LSBT0229994, as shown on the attached petition, legal description and map, and;

WHEREAS, the Village Clerk reviewed the petition and the property description and verified that the subject property is within the VGA, and;

WHEREAS, Article II, B provides that the Village of Sussex may attach any lands for which the Village receives a petition for detachment and attachment which are located within the VGA without contest by the Town, and:

WHEREAS, in accordance with the Land Use Map this parcel is designated with a Medium Density Single Family Use and the properties surrounding this property are zoned Residential therefore the appropriate zoning would be RS-4 Single Family Residential District, and

WHEREAS, any development to the property will require extending public utilities and shall be done in accordance with Village practices, policies and procedures, and

THEREFORE BE IT ORDAINED, that the Village Board of the Village of Sussex finds that the subject land proposed for detachment and attachment in the petition meets all applicable requirements and conditions required under the Agreement, and hereby approves the attachment of the property described above pursuant to Article II of the Agreement and directs the Village Clerk to forward a certified copy of this Ordinance to the Town of Lisbon Clerk.

BE IT FURTHER ORDAINED that this property is placed in Ward 5.

BE IT FURTHER ORDAINED that this property is zoned RS-4 Single Family Residential District all hereto and incorporated herein.

BE IT FINALLY ORDAINED, as part of this attachment to the Village said property owner is now placed on notice of the advanced utility work, the costs and obligations of the same, the public purpose for said work and acknowledges the same.

Dated this ___ day of _____, 2020.

Anthony LeDonne
Village of Sussex President

Attest: _____
Sam E. Liebert
Village Clerk

1/e.

WEST 356.00'

NORTH-219.40'

SURVEYOR'S CERTIFICATE

VACANT

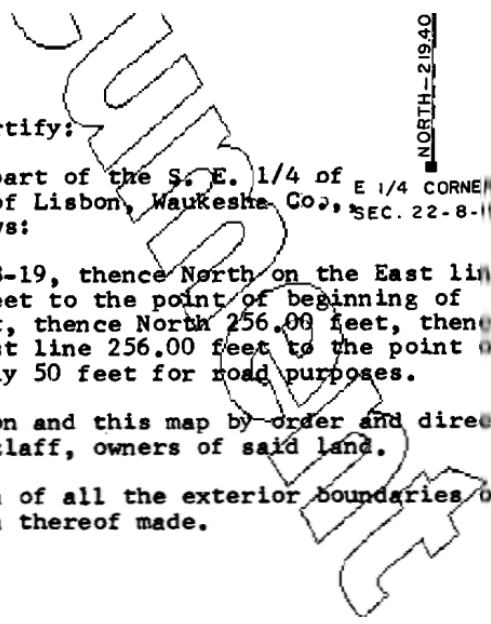
I, Stuart Hildebrand, surveyor, hereby certify:

That I have surveyed, divided and mapped part of the S. E. 1/4 of the N. E. 1/4 of Sec. 22, T8N-R19E, Town of Lisbon, Waukesha Co., Wisconsin, bounded and described as follows:

Commencing at the E. 1/4 Corner, Sec. 22-8-19, thence North on the East line of the N. E. 1/4 of said section 219.40 feet to the point of beginning of this description. Thence West 356.00 feet, thence North 256.00 feet, thence East 356.00 feet, thence South on said East line 256.00 feet to the point of beginning, excepting therefrom the easterly 50 feet for road purposes.

That I have made such survey, land division and this map by order and direction of Frank H. Tetzlaff and Elfreida Tetzlaff, owners of said land.

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



Jami and Anthony Vodicka Right of Way Description for Attachment to the Village

Property Address: W240 N6859 Maple Avenue

Tax Key: LSBT 0229.994

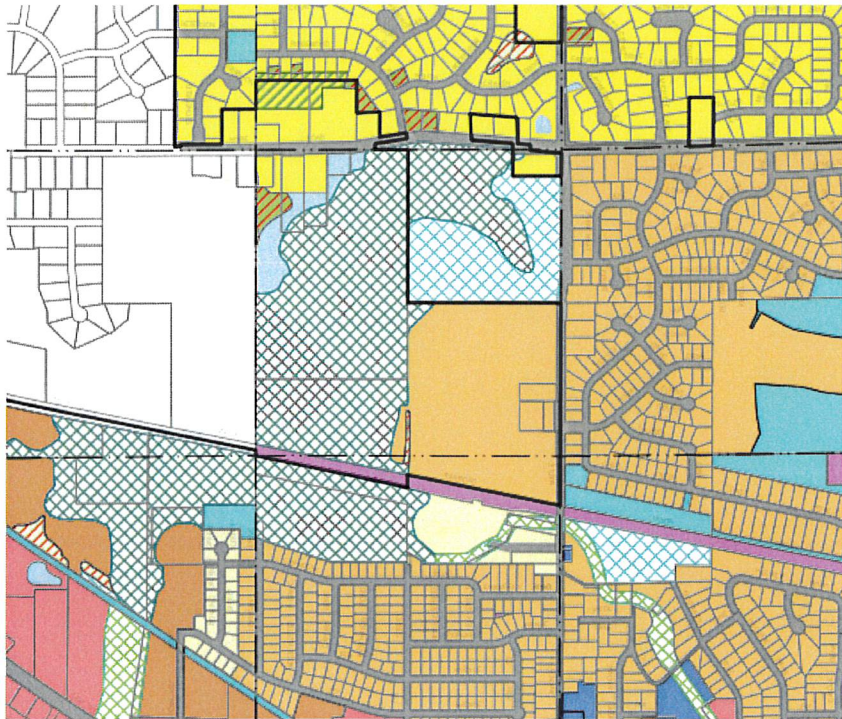
This document prepared by Judith A. Neu, P.E., Village Engineer April 22, 2020

Commencing at the east $\frac{1}{4}$ corner of Section 22, Township 8 North, Range 19 East, thence $N00^{\circ}09'14''E$ along the east line of the NE $\frac{1}{4}$ of said section 219.40 feet to the Point of Beginning of this description.

Thence $N89^{\circ}53'15''W$, 50.08 feet to the east line of Lot 1 of CSM 1191 and the west right of way line of Maple Avenue; thence $N00^{\circ}09'14''E$ along said west right of way line 256.00 feet; thence $S89^{\circ}50'46''E$ 50.00 feet to the east line of the NE $\frac{1}{4}$ of said section; thence $S00^{\circ}09'14''E$, 256.00 feet along said east line to the Point of Beginning. Containing 12,810.24 square feet or 0.294 acres, more or less.

Legend

-  Single-Family Attached and Two-Family Residential
-  Low Density Single-Family Residential
-  Medium Density Single-Family Residential
-  Multi-Family Residential
-  Commercial
-  Commerce Center
-  Industrial
-  Quarry
-  Government and Institutional
-  Recreational





150
A

0229 996 001

356'

306.00'

256.00'

1191

0229 994

306.00'

256.00'

150
V

TOWN OF LISBON
VILLAGE OF SUSSEX
MAPLE AVE

105.00'

85.00'

85.00'

33.5'



**Sussex
LIONS CLUB INC.**

Post Office Box 22
Sussex, Wisconsin 53089

February 7, 2020

Jeremy Smith, Village Administrator
Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

Subject: Sussex Lions Daze 2020

Dear Jeremy,

Please accept this letter on behalf of the Sussex Lions Club, Inc. to request the use of Village Park for Lions Daze 2020.

The dates for Lions Daze 2020 are July 10, 11, and 12, 2020.

We will need use of the park from July 6th thru July 13th, 2020. As in the past, Disc Golf will need to be closed for these entire periods because of set up and tear down activities.

The Sussex Lions Club, Inc. is requesting the potential use of the bucket truck and front end loader before, during, and after our events. Village personnel would be the only ones operating Village property.

Also, the Sussex Lions Club is requesting that the Village of Sussex not issue peddler's permits allowing individuals or businesses to sell items either in Village Park or along the parade route before, during, or after the parade.

I have attached a Certificate of Insurance.

If you have any questions, please call or email me at any time.

Regards,

Rick Vodicka
Sussex Lions Daze
N95 W24924 Norwauk Rd
Colgate, WI 53017
262-894-1010
rickvodicka@gmail.com

cc: Capt. Lisa Panas
Fire Chief David Johnsen
Halie Dobbeck



**Sussex
LIONS CLUB INC.**

Post Office Box 22
Sussex, Wisconsin 53089

February 7, 2020

Re: Sussex Lions Daze Parade on Sunday July 12th 2020 – 10:30am

Dear Sussex Village Board,

The Sussex Lions Club will sponsor the annual Lions Daze Parade on Sunday July 12th, 2020. The parade will be held in conjunction with the celebration of Lions Daze in the Village Park from July 10th to July 12th. This featured event represents a continuing commitment by the Sussex Lions Club to serve the residents in the Village of Sussex and the Town of Lisbon.

The Lions Club requests to close the following parade route between the hours of 10:00am to approximately 12:00pm. The staging areas will be used starting at 9:00am. I have included the Special Event Street Closure App with this letter.

We plan to have the parade on Main St as always, starting at the corner of Kneiske Dr. and Main St. We plan to stage east along both sides of Main St to Waukesha Ave. as well as north on Kneiske Dr. to Ivy Ave. The parade would proceed west on Main St to Weaver Dr. and south into Village Park.

The parade will start at 10:30am.

This request has also been sent to the Waukesha County Sheriff's Department. If you have any questions please feel free to contact me at 262-894-1010.

Should you have any questions, please call me or email me at any time.

Regards,

Rick Vodicka
Sussex Lions Daze
N95 W24924 Norwauk Rd
Colgate, WI 53017
262-894-1010
rickvodicka@gmail.com

cc: Capt. Lisa Panas
Fire Chief David Johnsen
Halie Dobbeck



Application for Special Event Street Closure

A special event that requires the temporary closure of a Village street requires a permit. Special events include but are not limited to parades, athletic events, runs or walks. Applications are required to be filed with the Village Clerk's office at least 30 days prior to the event. The Clerk will then forward the application to the Village Board for consideration. The Board may approve the permit, approve the permit with conditions or deny the permit. Review of the application shall take into consideration the protection of health, safety, welfare of the Village. The protection of persons in the street closure area. The nature of activities to be held in the street. The extent of interference with traffic or emergency vehicle service in the area and repairs or other construction work in the street closure area.

APPLICANT INFORMATION

Contact Name Rick Vodicka Phone 262-894-1010
Organization/ Business Name Sussex Lions Club
Address PO Box 22 City Sussex Zip Code 53089
Email rickbvodicka@gmail.com

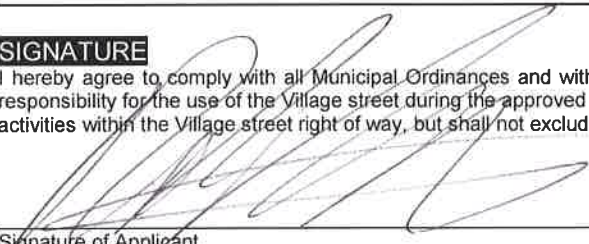
EVENT INFORMATION

Event Name Sussex Lions Daze Parade
Type of Event Parade Date of Event 7/12/20
Start Time 9:00 AM End Time 12:00 pm

Requested Streets/ Right of Way Areas to be Closed
See Attached Letter

SIGNATURE

I hereby agree to comply with all Municipal Ordinances and with the conditions of this permit and understand that if approved, I agree to assume all responsibility for the use of the Village street during the approved time, which includes the right and obligation to control all access, uses and commercial activities within the Village street right of way, but shall not exclude access to Village law enforcement or emergency services personnel and equipment.


Signature of Applicant

2/7/20
Date

Village of Sussex
Email: info@villagesussex.org
N64W23760 Main Street, Sussex WI 53089
Phone 262-246-5200 Fax 262-246-5222

For Office Use Only		
Date of Application: _____	Date Sent to WCSO: _____	Village Board Approval: _____
Conditions of Approval:		

Year: _____	Date of License Issuance: _____	

**Trustee Committee Appointments
2020-2021**

Committee/Position

Appointment confirmed by the VB.

Architectural Review Board	1 Trustee + Alt.	Greg Zoellick
Board of Appeals	1 Trustee + Alt.	Scott Adkins
Board of Review	Pres.	Anthony LeDonne
	1 Trustee	Lee Ueker
Board of Fire Commissioners	1 Trustee/non-voting	Lee Ueker
Community Development Authority	Pres.	Anthony LeDonne
	1 Trustee	Chairperson Wendy Stallings
Finance & Personnel	Pres. Alt.	Citizen - Bill Wiesneski (2 year term, expires 4/30/2020)
	3 Trustees	1. Chairperson Mike Bartz 2 Lee Ueker 3 Scott Adkins
Public Works	Pres. Alt.	Citizen - Mike Schulist (2 year term, expires 4/30/2020)
	3 Trustees	1. Chairperson Scott Adkins 2 Mike Bartz 3 Lee Ueker
Public Safety & Welfare	Pres. Alt.	Citizen - Martin Lastrilla (2 year term, expires 4/30/2020)
	3 Trustees	1. Chairperson Wendy Stallings 2 Greg Zoellick 3 Ron Wells
Park & Recreation Board	1 Trustee	Ron Wells
Pauline Haass Library Board	1 Trustee	Greg Zoellick
Plan Commission	Pres./Chair	Anthony LeDonne
	1 Trustee	Greg Zoellick
Senior Citizens Advisory Committee	1 Trustee	Greg Zoellick