

DEVELOPMENT AGREEMENT
BETWEEN THE
VILLAGE OF ELM GROVE
AND
CAROLINE HEIGHTS APARTMENTS LLC

EFFECTIVE DATE:

_____, 2022

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1 **DEVELOPMENT AGREEMENT**

2 THIS DEVELOPMENT AGREEMENT ("Agreement") is made and effective this ___
3 day of _____, 2022 (the "Effective Date") [to be the date of recording] by and
4 between the VILLAGE OF ELM GROVE, a Wisconsin Municipality ("Village") and
5 CAROLINE HEIGHTS APARTMENTS LLC, a Wisconsin limited liability company
6 ("Developer"), collectively referred to as the "Parties."

7 **RECITALS**

8 WHEREAS, Developer represents and warrants that it and its affiliates (as hereinafter
9 defined) currently hold a contract to purchase ("Purchase Agreement") from the School Sisters
10 of Notre Dame Central Pacific Province, Inc. ("SSND") approximately 28.8441 acres of property
11 in the Village located at 13105 Watertown Plank Road, Elm Grove, Wisconsin and more fully
12 identified in the attached Exhibit 1, which is hereby incorporated by reference (the "Property"),
13 which Property shall expressly exclude the remaining adjacent cemetery parcel to be retained by
14 SSND (the "Cemetery"); and

15 WHEREAS, the Purchase Agreement contemplates the division of the Property by a
16 recorded certified survey map (the "CSM") to be recorded by SSND prior to any closings and
17 which CSM divides the Property into the following four (4) parcels: Lot 1 or the Red Barn Parcel
18 (as hereinafter defined), Lot 2 or the Apartment Property (as hereinafter defined), Lot 3 or the
19 Cemetery and Lot 4 or the Green Meadow Parcel (as hereinafter defined) and grants Developer
20 the right to buy the Apartment Property and an affiliate of Developer the right to buy the Red
21 Barn Parcel and the Green Meadow Parcel and further allows the closings on the Red Barn
22 Parcel and the Green Meadow Parcel to occur at different times and after the closing on the
23 Apartment Property; and

24 WHEREAS, Developer seeks to redevelop the Apartment Property by demolishing most
25 of the existing structures, performing major renovation to two historically significant buildings,
26 commonly referred to as Notre Dame and Maria Halls, and constructing three 3 - story buildings
27 and comprised of not more than two hundred thirty-seven (237) residential units (the "Apartment
28 Project") to be located on Lot 2 of the CSM and legally described in Exhibit 2 attached hereto
29 (the "Apartment Property") and Developer seeks to (i) obtain approval for ten single-family
30 residences homes on Lot 1 of the CSM and legally described in Exhibit 3 attached hereto (the
31 "Red Barn Parcel") and (ii) obtain approval for eleven single-family residences homes on Lot 4
32 of the CSM and legally described in Exhibit 4 attached hereto (the "Green Meadow Parcel" and
33 together with the Red Barn Parcel, the "Single-Family Parcels"); and

34 WHEREAS, Developer requested that the Property be rezoned as a Planned Development
35 Overlay with underlying zonings of RM-1 for the Apartment Property, RS-3 for Red Barn
36 Parcel, and RS-4 for the Green Meadow Parcel as outlined on the attached Exhibit 5 under
37 Section 335 of the Village Code of Ordinances to permit the Apartment Project on the Apartment
38 Property and a total of twenty-one (21) single family residences on the Single-Family Parcels
39 and as part of the rezoning has requested approval of the CSM that creates the Apartment

40 Property, the Red Barn Parcel, the Green Meadow Parcel and the Cemetery; the Cemetery will
41 remain zoned as I-1 Institutional; and

42 WHEREAS, the Village conducted a public hearing concerning the work to be done with
43 respect to the Apartment Property and the Single-Family Parcels and the rezoning of the Property
44 on November 18, 2021; and

45 WHEREAS, the Property was rezoned, except for Lot 3, on December 20, 2021
46 respectively as follows: (a) Lot 1 [Red Barn Parcel] RS-4; (b) Lot 2 [Apartment Property] RM-1;
47 (c) Lot 3 [Cemetery] remained I-1; and (d) Lot 4 [Green Meadow Parcel] RS-3 with a Planned
48 Development Overlay under Elm Grove Ordinance §335-30 for development as a Residential
49 Planned Development District; and

50 WHEREAS, pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the Village
51 adopted a plan for redevelopment and the elimination of blight (the "Project Plan") within the
52 Property and adjacent parcels. The Village formed Tax Incremental Financing District No. 3 (the
53 "TIF District") which included the Property and the adjacent parcels. The comprehensive legal
54 description for the TIF District is attached hereto as Exhibit 6; and

55 WHEREAS, following another public hearing by the Village, the Village by resolution
56 adopted on MARCH 28th, 2022 found and determined the Property to be "blighted
57 property" within the meaning of Section 66.1333(2m)(bm) of the Wisconsin Statutes and in need
58 of redevelopment. The Village Board of the Village, by its resolution 1220213
59 adopted by the required percentage vote of its members on MARCH 28th, 2022, approved
60 providing financial assistance to Developer for the private acquisition, improvement, and
61 development and redevelopment of the Property by Developer as described herein, for the
62 purpose of eliminating Property's status as "blighted property," and found that a comprehensive
63 or other redevelopment plan is not necessary to determine the need for such assistance, the uses
64 of the Property after such assistance, or the relation of such assistance to other property
65 redevelopment; and

66 WHEREAS, until the Village has been repaid the Village Obligations (as hereinafter
67 defined), Developer has agreed with the Village, upon completion of the Apartment Project, to
68 pay, as a special charge payment, in addition to the real property taxes payable that year for the
69 Property, but only if the actual assessed value is less than the Minimum Assessed Value (as
70 hereinafter defined), an amount equal to the property taxes that would have been paid on the
71 difference in value between the actual assessed value and the Minimum Assessed Value utilizing
72 standard practices for assessments; and

73 WHEREAS, the Village finds that the construction of the Apartment Project and
74 fulfillment, generally, of the terms and conditions of this Agreement, are in the best interests of
75 the Village and its residents, by eliminating and preventing blight, expanding the tax base and
76 creating jobs, thereby serving public purposes in accordance with State law and consistent with
77 the Village's Revised Project Plan, dated MARCH 28th, 2022 for the TIF District (as
78 revised, the "TID Plan"); and

79 WHEREAS, based upon the representations of Developer and input from the Village's
80 financial advisor, the Village finds and determines that but for the Village's provision of
81 financial assistance to Developer, the Apartment Project would be infeasible, Developer would
82 not construct the Apartment Project, and the Village will not accomplish some of the objectives
83 of the TID Plan; and

84 WHEREAS, as an inducement to Developer to redevelop the Property, Developer has
85 requested financial assistance toward the Apartment Project on the terms and conditions more
86 fully described below; and

87 WHEREAS, Developer has provided plans and specifications for the Apartment Project
88 (attached hereto and incorporated by reference as Exhibit 7) and such plans and specifications as
89 approved by the Building Board and Plan Commission are hereafter referred to as the "Plans and
90 Specifications"; and

91 WHEREAS, the Building Board, at its meeting dated July 22, 2021, recommended
92 approval of Developer's Plans and Specifications; and

93 WHEREAS, the Plan Commission, at its meetings dated December 6, 2021,
94 recommended approval of Developer's Plans and Specifications, the CSM, demolition and
95 rezoning of the Property; and

96 WHEREAS, the Plan Commission has further recommended approval of the Apartment
97 Project conditioned upon entry by the Village and Developer into a Development Agreement
98 pursuant to Section 335-30 of the Village Code of Ordinances; and

99 WHEREAS, the Village is requiring that, as conditions of redevelopment approval,
100 concurrently with redevelopment of the Property that Developer install certain improvements
101 listed in the attached Exhibit 8 (which illustrates and itemizes improvements and the Building
102 Board punch list items) that are to be dedicated by Developer to the Village upon completion
103 (the "Dedicated Improvements"); and

104 WHEREAS, Developer has agreed to obtain water from the City of Wauwatosa at no cost
105 to the Village which will service the Apartment Project and the Single-Family Parcels; and

106 WHEREAS, after the sale of the Apartment Property to Developer, SSND will still own
107 the Single-Family Parcels;

108 WHEREAS, SSND has agreed: (i) to consent to the recording of this Agreement and the
109 SWM Agreement (as hereinafter defined) against the Single-Family Parcels; (ii) to the changed
110 zoning of the Property as described in Article IX.A.; (iii) to consent to Developer having access
111 to the Single-Family Parcels as necessary or desirable for Developer to comply with its
112 obligations under this Agreement, including, without limitation, the construction of the
113 Dedicated Improvements and the construction and maintenance of the SWM System (as
114 hereinafter defined); (iv) to enter into and record easements against each Single-Family Parcel to
115 provide for such access; and (v) to require that any future owner of the Single-Family Parcels be
116 bound by the terms of Article IX of this Agreement, provided that so long as SSND does not
117 attempt to develop the Single-Family Parcels, SSND will have no obligations under Article IX of

118 this Agreement other than as set forth above as to its consents and its agreement to enter into the
119 above described easements and SSND's agreement that this Agreement and the SWM
120 Agreement will run with and bind the Single-Family Parcels and any future owner thereof,
121 including, without limitation, any Developer affiliate; and

122 WHEREAS, a Developer affiliate will acquire the Single-Family Parcels and intend(s) to
123 then convey each of the Single-Family Parcels to a single family home developer and to then be
124 released from obligations relating thereto, provided that Developer retains the obligation to
125 complete the Dedicated Improvements and complete and maintain the SWM System and the
126 owners of the Single-Family Parcels will not have any obligation in connection therewith except
127 (i) as expressly set forth in the SWM Agreement and (ii) to not engage in or allow any activity in
128 conflict with the purpose or provisions of the SWM Agreement; and

129 WHEREAS, on MARCH 28th, 2022, the Village Board duly approved
130 Developer's Plans and Specifications, the declaration of blight, the creation of the TIF District
131 and the Project Plan for same, demolition on the Apartment Property, grading and installation of
132 permanent comprehensive storm water improvements, the public road, and water system and
133 sanitary sewer system, all as more particularly described in this Agreement, Developer and the
134 Village entering into this Agreement and further subject to the terms, conditions, and provisions
135 of this Agreement, all subject to Developer obtaining title to the Apartment Property in fee
136 simple as an absolute precondition before the recording of this Agreement against the Property
137 by the Title Company (as defined in Article XIX), the original of which shall be in the sole
138 possession and control of the Title Company to be recorded immediately following the recording
139 of the deed transferring the Apartment Property to Developer and prior to the recording of any
140 mortgage on the Property or any portion thereof, all as more particularly provided in Article
141 XIX.

142 **AGREEMENT**

143 NOW, THEREFORE, the Village and Developer acknowledge and agree that, in
144 consideration of the granting of approval of the Apartment Project by the Village Board, for One
145 Dollar (\$1), and the representations by Developer and the consents by SSND set forth herein, the
146 mutual promises set forth herein, and other good and valuable consideration, the receipt and
147 sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

148 **ARTICLE I**
149 **DEFINITIONS AND RECITALS**

150 A. Incorporation of Recitals. The recitals set forth above are hereby incorporated
151 and fully made part of this Agreement.

152 B. Definitions. As used herein, the following terms shall have the following
153 meanings:

154 1. "Tax Increment" shall mean the amount of tax increment generated by the
155 TIF District, as defined in Wis. Stat. § 66.1105(2)(i).

156 2. "affiliate(s)" shall mean a legal Wisconsin or Delaware entity that is
157 controlled directly or indirectly by Mandel Group, Inc. or Barry R. Mandel.

158 3. "Available Tax Increment" shall mean the Tax Increment actually
159 received by the Village from taxes levied on the Property, including any special charge
160 payments made in connection with the Property including pursuant to Sections XII.H.
161 and XVI.I.

162 4. "Eligible Project Costs" shall mean all eligible project costs as defined in
163 §66.1105(2)(f), Wis. Stats. in furtherance of the redevelopment of the TIF District. The
164 eligible project costs for the Apartment Project expressly exclude the costs of the
165 Dedicated Improvements to be owned by the Village, the costs of any water distribution
166 system, the costs of constructing the Walking Path (as herein defined), the costs of any
167 public works or improvements, and the cost of developing the Single-Family Parcels as
168 single-family residences (collectively, "Excluded Costs"). Eligible Project Costs include
169 the post installation/completion incentive payment identified within Article XII below in
170 accordance with §66.1105(2)(f)(2)(d), Wis. Stats.

171 **ARTICLE II**
172 **REMOVAL OF EXISTING STRUCTURES/EROSION CONTROL APARTMENTS**

173 A. Erosion Control. Developer shall install and maintain Village-approved erosion
174 control methods required under the SWM Agreement prior to and until commencement of any
175 ground disturbing activities on the Property. Developer shall thereafter provide and maintain
176 erosion control in accordance with the SWM Agreement.

177 B. Demolition. Developer shall remove and dispose of those existing structures
178 located on the Apartment Property scheduled for removal in the Plans and Specifications. Unless
179 construction commences within thirty (30) days after completion of all demolition activity,
180 weather permitting, Developer will be required to restore the Property to an erosion-controlled
181 and dust-free condition in conformity with the SWM Agreement and, as applicable, the Plans
182 and Specifications.

183 C. Authorizations. Developer shall acquire all necessary permits and authorizations,
184 including but not limited to Village demolition, and sewer lateral disturbance permits, to
185 accomplish demolition, removal, and disposal prior to commencement of any work requiring
186 such authorizations and permits, at Developer's sole cost and expense.

187 D. Restoration. All areas on those parcels of the Property on which construction is
188 not actively ongoing that have been disturbed by Developer's construction activities shall be
189 restored to a grade compatible with the overall SWM Plan (as hereinafter defined) and re-
190 vegetated within thirty (30) days of the cessation of any grading on such parcel, weather
191 permitting.

192 **ARTICLE III**
193 **IMPROVEMENTS**

194 Subject to the limitations set forth in Section XV.C, Developer hereby agrees that, upon
195 undertaking any land disturbing activities for the Apartment Project on the Property, Developer
196 shall construct the following improvements in substantial accordance with the Plans and
197 Specifications as follows:

198 A. Buildings. Developer shall construct three new buildings and renovate two
199 existing buildings. Construction by Developer shall be in substantial accordance with the Plans
200 and Specifications set forth in Exhibit 7.

201 B. Sanitary Sewer.

202 1. Developer shall remove existing sanitary sewer and construct, install, and
203 furnish a completed sanitary sewer system for the Apartment Project in substantial
204 accordance with the Plans and Specifications set forth in Exhibit 7 and, but only to the
205 extent shown on the Plans and Specifications set forth in Exhibit 7, for the Single-Family
206 Parcels. The Apartment Project sanitary sewer improvements shall be private
207 improvements and may be connected to the Village sanitary sewer system subject to
208 testing/inspection, at the expense of Developer, required by the Village. The Single-
209 Family Parcels sanitary system to be constructed by Developer within public right of
210 ways will be dedicated by Developer to the Village subject to their acceptance by the
211 Village as provided herein. The developer of a Single-Family Parcel will be responsible
212 for constructing the private laterals to the individual homes and the Village may include
213 requirements in connection therewith in a separate development agreement with any such
214 developer.

215 2. As a condition of obtaining any plumbing permit(s) pertaining to the
216 Apartment Project, Developer shall acquire for the Apartment Project and submit to the
217 Village evidence of Wisconsin Department of Safety and Professional Services approval
218 and submit a copy of documents evidencing same to the Village prior to installing the
219 sanitary sewer system.

220 3. As a condition of obtaining any plumbing permit(s) pertaining to the
221 Apartment Project, if required, Developer shall obtain prior approval for the Apartment
222 Project from the Milwaukee Metropolitan Sewerage District ("MMSD") and submit a
223 copy of such documents evidencing same to the Village.

224 4. All work on the sanitary sewer/plumbing shall be in accordance with
225 "Standard Specifications for Sewer and Water Construction in Wisconsin" and applicable
226 specifications and standards provided by MMSD.

227 5. Developer shall be responsible for payment of all applicable connection
228 and permit charges associated with said sanitary sewer system for the Apartment Project.

229 6. Developer shall, at its sole expense, furnish one set of "as-built" plans for
230 the sanitary sewer system; including location and elevation of laterals at the lot lines

231 together with an electronic file copy of said plans compatible with the Village's GIS
232 software prior to the granting of an occupancy permit. Developer shall be responsible for
233 any costs of integrating said GIS data into the Village's GIS database.

234 C. Water Service.

235 1. Developer shall be solely responsible to provide sufficient water service
236 from the City of Wauwatosa to the Apartment Project and all twenty-one (21) of the
237 single family residences permitted to be constructed on the Single-Family Parcels in
238 accordance with all applicable provisions of law and the applicable Wisconsin
239 Administrative Code provisions, regulations and ordinances. The Parties acknowledge
240 and agree that the above described water service is subject to approval by the City of
241 Wauwatosa. Developer shall be responsible for the installation of all internal private
242 water lines within the Apartment Property and for connecting to the any main that may
243 proceed within the Watertown Plank Road right of way, all as listed on Exhibit 7 attached
244 hereto. The plans for all water mains intended to provide water to any portion of the
245 Property will be designed and approved by the City of Wauwatosa and the proposed main
246 locations are contemplated to be as shown on Exhibit 9 attached hereto. All of the public
247 water distribution improvement mains provided by Developer for the above purpose shall
248 be dedicated exclusively to the City of Wauwatosa by Developer.

249 2. As a condition of the issuance of an occupancy permit, Developer shall
250 construct, install, furnish, and provide fire suppression systems for the Apartment
251 Property to the extent required by, and in accordance with, plans and specifications
252 approved by the State of Wisconsin.

253 D. Storm/Surface Water System.

254 1. Developer shall construct, install, furnish, and provide facilities for storm
255 and surface water drainage management for the Property (the "SWM System") in
256 substantial accordance with the Plans and Specifications set forth in Exhibit 7 or as may
257 need to be modified to be in accordance with all applicable State, Federal, and Village
258 statutes, regulations, ordinances, and MMSD Chapter 13 regulations and the Storm Water
259 Management Plan agreed to by Developer and the Village (the "SWM Plan") and
260 incorporated into a Storm Water Management, Facility Maintenance and Easement
261 Agreement entered into by Developer (the "SWM Agreement") and made a part of this
262 Agreement contained in attached Exhibit 10.

263 2. The SWM System on the Property shall be a private improvement and will
264 not be dedicated to the Village.

265 3. The Village shall have no obligation to issue any occupancy permits until
266 the SWM System has been inspected by the Village Engineer and deemed to have been
267 installed in substantial accordance with the Plans and Specifications or any needed
268 modifications/amendments of same in the opinion of the Village Engineer to address any
269 failure of the storm and surface drainage system to perform in accordance with the design
270 criteria in the SWM Agreement approved by the Village Engineer.

271 4. Developer shall, at its sole expense, furnish one set of "as-built" plans of
272 the SWM System provided by Developer under this Agreement together with survey
273 coordinate locations for manholes, inlets, and other structures and components provided
274 by Developer under this Agreement, both on and off the Property, together with an
275 electronic data file for integration into the Village's GIS database. Developer shall be
276 responsible for the reasonable costs of integration of said data into the Village's GIS
277 database.

278 5. Developer, together with its successors and assigns, but only while each
279 owns the Apartment Project, shall be responsible for the inspection on not less than an
280 annual basis, perpetual maintenance, operation, and replacement of all storm/surface
281 water facilities or components as required under the SWM Agreement.

282 E. Letter of Credit/Decorative Landscaping.

283 1. Developer shall seed and otherwise landscape the Apartment Property and,
284 if applicable, the Single-Family Parcels, in substantial accordance and pursuant to
285 Developer's Plans and Specifications set forth in Exhibit 7.

286 2. In addition to paying the then applicable permit fee(s), Developer shall
287 provide a letter of credit or cash escrow to the Village in the amount of (\$10,000) to
288 guarantee a good faith execution of the approved erosion control plan and any erosion
289 control permit conditions as set forth in the SWM Agreement. If a letter of credit and not
290 a cash deposit, said letter of credit may be combined with one or more of the other letters
291 of credit described in Section VIII.C of this Agreement, but such letter of credits will be
292 subject to reduction following the procedures set forth in Sections VIII.D through VIII.F
293 of this Agreement.

294 3. Developer shall provide and plant on the Property all trees/shrub plantings
295 of the size and species, and at the locations, identified in Developer's Plans and
296 Specifications set forth in Exhibit 7; provided, however, that Developer may substitute
297 larger size plantings of the same species. Following the planting of said trees and shrubs
298 Developer shall water and maintain said trees and shrubs on the Property to ensure their
299 survival for not less than one (1) year. In the event any tree(s) or shrub(s) fails to survive
300 one (1) year following its planting, Developer shall replace said tree(s) or shrub(s) with
301 substantially like kind of species and size at its sole expense.

302 F. Roads and Parking.

303 1. Developer shall grade, construct, and surface private roads, driveways,
304 and parking areas for the Apartment Property as shown on, and in substantial accordance
305 with the Plans and Specifications set forth in Exhibit 7. Developer shall grade, construct,
306 and surface certain public roads for the Single-Family Parcels as shown on, and in
307 substantial accordance with the Plans and Specifications set forth in Exhibit 7. The CSM
308 shall depict the location of the public roads and indicate "To Be Dedicated" or similar
309 language.

310 2. Direct vehicular access to the Apartment Property from public streets shall
311 be only via Watertown Plank Road. Direct vehicular access to the Red Barn Parcel from
312 public streets shall be only via Stephen Place and Red Barn Lane. Direct vehicular access
313 to the Green Meadow Parcel from public streets shall be only via the extension of the
314 Green Meadow Place cul de sac.

315 3. Developer shall, at its expense, perform, or cause to be performed, the
316 modifications to the curb and gutter on Watertown Plank Road, Stephen Place, Red Barn
317 Lane, and Green Meadow Place in accordance with Exhibit 7.

318 G. Exterior Lighting and Signage. Developer shall provide and install exterior
319 lighting and signage for the Apartment Property in substantial accordance with the Plans and
320 Specifications set forth in Exhibit 7. Developer, together with its successors and assigns, but
321 only while each owns the Apartment Project, shall bear all electrical and operational expenses
322 for all private lighting on the Apartment Property.

323 H. Permits. The Village will grant Developer any and all permits and authorizations
324 required so that Developer can construct and install Dedicated Improvements and related
325 distribution systems and associated work in any public right of way or on other Village property
326 provided Developer complies with the requirements, if any, for the issuance of such permits and
327 authorizations.

328 I. Pathways/Sidewalks.

329 1. Developer shall install concrete sidewalks on and off of the Property in
330 substantial accordance with the Plans and Specifications set forth in Exhibit 7 (the
331 "Sidewalks").

332 2. Developer acknowledges that the Village is requiring the installation and
333 maintenance of a walking path on the Apartment Parcel in substantial accordance with
334 the Plans and Specifications set forth in Exhibit 7 (the "Walking Path"). Developer shall
335 grant an easement to the public and enforceable by the Village on, over and across the
336 Walking Path and those Sidewalks as set forth on Exhibit 11 solely to allow the public to
337 use the Sidewalks for pedestrian travel to and from the Walking Path only and to allow
338 the public to use the Walking Path for pedestrian use only (the "Walking Path
339 Easement"). Developer may promulgate reasonable rules and regulations for the use of
340 the Walking Path and Sidewalks, including, without limitation, restricting or prohibiting
341 night time usage and prohibiting littering, blocking or obstructing the Walking Path and
342 Sidewalks, skateboards, bicycles, and scooters. The Village shall have no responsibility
343 to enforce any promulgated rules and regulations pertaining to the Sidewalks or Walking
344 Paths, but shall be required to enforce any trespassing or other behavior that it would
345 enforce or otherwise address on any other owner's private property in the Village. The
346 Walking Path Easement shall be in substantially the form attached hereto as Exhibit 11.
347 Developer, together with its successors and assigns, but only while each owns the
348 Apartment Project shall maintain, repair and replace the Sidewalks and Walking Paths,
349 including snow and ice removal.

350
351

**ARTICLE IV
DEDICATION OF IMPROVEMENTS**

352 A. Transfer to Village. Subject to all of the other provisions of this Agreement and
353 the Exhibits attached, Developer shall, without charge to the Village, upon completion of any
354 Dedicated Improvements, which term expressly excludes any water distribution components
355 situated on or off the Property, unconditionally give, grant, convey and fully dedicate the same to
356 the Village, its successors and assigns, forever, free and clear of all encumbrances whatsoever,
357 together with, including without limitation, all structures, mains, conduits, pipes, lines,
358 machinery, equipment and appurtenances which may in any way be a part of such Dedicated
359 Improvements and together with any and all necessary easements for access thereto and, prior to
360 any conveyance of a Single-Family Parcel to an entity not affiliated with Developer, Developer
361 or its affiliate shall have either dedicated to the Village all of the Dedicated Improvements
362 located on the Single-Family Parcel being conveyed or provided the Village with satisfactory
363 evidence that it has reserved all of the ownership rights in and to any Dedicated Improvements
364 located on the Single-Family Parcel being conveyed and has retained the express right to
365 dedicate all such Dedicated Improvements and to grant easements for access thereto to the
366 Village or required the owner of the applicable Single-Family Parcel or Parcels to so dedicate
367 and grant access easements to the Village. At the time of recording of this Agreement,
368 Developer shall provide the Village with a title commitment and a deed as satisfactory evidence
369 of the commitment to issue title insurance reflecting Developer's full ownership of the
370 Apartment Property. At the time of the acquisition by a Developer affiliate of a Single-Family
371 Parcel, Developer shall provide the Village with a title commitment and a deed as satisfactory
372 evidence of the commitment to issue title insurance reflecting the Developer affiliate's full
373 ownership of the applicable Single-Family Parcel. Developer shall also pay, or cause to be paid
374 when due, any transfer taxes that arise as a result from said dedication(s).

375 B. Notice and Acceptance. Developer shall notify the Village in writing of the
376 completion of the Dedicated Improvements described on Exhibit 8. Within fourteen (14) days of
377 the date of such notice, the Village shall inspect and/or re-inspect as necessary any Dedicated
378 Improvement described in Developer's notice and prepare and deliver to Developer a written
379 punch list of repairs necessary to bring such improvement into substantial conformance with the
380 Plans and Specifications. Upon Developer's written notice to the Village that all punch list
381 repairs for all such Dedicated Improvements are complete, and following satisfactory completion
382 of any applicable re-inspection, the Village shall within twenty (20) days following the date of
383 such notice and subject to inspection and approval of the Village, by resolution, accept the
384 dedication of all completed Dedicated Improvements. Simultaneous with the acceptance by the
385 Village of any sanitary sewer improvement on the Property, Developer shall, at its sole expense,
386 furnish to the Village one set of "as built" plans for the applicable sanitary sewer improvement in
387 an electronic format acceptable to the Village.

388 C. Construction Warranty for Dedicated Improvements. Developer warrants that all
389 materials and workmanship furnished by Developer for the Dedicated Improvements shall
390 remain in good and sound condition for and during a period of twelve (12) months from the date
391 that is thirty (30) days after final approval by the Village engineer of the applicable Dedicated
392 Improvements.

393 D. Dedicated Improvements Warranty Security. Developer shall furnish to the
394 Village, prior to final approval of all Dedicated Improvements by the Village engineer, warranty
395 security for the Dedicated Improvements (the Dedicated Improvements Warranty Security”) in
396 the form of an original, irrevocable letter of credit issued by a federally insured banking
397 institution in a form acceptable to the Village Attorney naming the Village as payee, equaling ten
398 percent (10%) of the total final cost of the Dedicated Improvements, which letter of credit will be
399 retained by the Village for a period of twelve (12) months from the date that is thirty (30) days
400 after final approval by the Village engineer of the Dedicated Improvements as security for
401 Developer’s guarantee that the workmanship and materials furnished meet all state, federal and
402 local requirements and specifications and that each Dedicated Improvement is and will remain in
403 good and sound condition for and during the twelve-month period from the date that is thirty (30)
404 days after final approval by the Village engineer of the Dedicated Improvements. Said letter of
405 credit may be combined with one or more of the other letter(s) of credit funds described in
406 Section VIII.C of this Agreement, but in all events, shall be subject to release and remittance
407 following the procedures set forth in Sections VIII.E and VIII.F of this Agreement.

408 E. Obligation to Repair. Developer shall make or cause to be made, at its own
409 expense, any and all repairs which may become necessary under and by virtue of Developer’s
410 warranty and leave the Dedicated Improvements in good and sound condition; provided,
411 however, Developer’s obligation to repair shall not extend to repairs necessitated by or related to
412 any neglect or misconduct of the Village, its agents, employees or contractors (and the letter of
413 credit may not be drawn against in such instances).

414 F. Notice of Repair. If during a warranty period, the Dedicated Improvements shall,
415 in the reasonable opinion of the Village Engineer in his or her reasonable discretion, require any
416 repairs or replacements which in his/her reasonable judgment are necessitated by reason of
417 settlement of foundation, structure or backfill, or other defective workmanship and/or materials,
418 Developer shall, upon written notification by the Village Engineer of the necessity for such
419 repairs, make such repairs, at its own cost and expense. In the event Developer fails to make
420 such repairs within a reasonable time after written notice has been sent as provided herein, or
421 fails to start work within one (1) month after such written notice, weather permitting, the Village
422 may cause such work to be done, but has no obligation to do so, either by contract or otherwise,
423 and the Village may draw upon any letter of credit then in the Village’s possession to pay any
424 costs or expenses incurred in connection with such repairs or replacements. If the cost or
425 expense incurred by the Village in repairing or replacing any portion of the Dedicated
426 Improvements covered by this warranty exceeds the amount of the letters of credit, then
427 Developer shall, within thirty (30) days of being invoiced by the Village, pay any excess cost or
428 expense actually incurred in the correction process. If Developer fails to make payment within
429 said thirty (30) days, the Village may assess a special charge against the Apartment Property
430 pursuant to Wis. Stat. § 66.0627 as subsequently amended from time-to-time.

431 G. Maintenance Prior to Acceptance.

432 1. Developer shall maintain the Dedicated Improvements until such time as
433 they are accepted by the Village. This maintenance shall include routine maintenance,
434 such as dust suppression, crack filling, and the like. In cases where emergency
435 maintenance is required, such as sewer blockages, the Village retains the right to

436 complete the required emergency maintenance in a timely fashion and bill Developer for
437 all actual associated costs.

438 2. All improvements to be dedicated to the Village under this Agreement
439 shall be maintained by Developer until they are accepted so they substantially conform to
440 the applicable plans and specifications attached as exhibits to this Agreement at the time
441 of their acceptance by the Village.

442 **ARTICLE V**
443 **MISCELLANEOUS REQUIREMENTS**

444 A. Facilities To Be Placed Underground. All newly installed facilities associated
445 with the transmission/delivery of electrical, telephone, gas, water and communications services
446 shall be underground. Normal and customary above-ground facility components such as
447 transformers, service pedestals, gas vents and the like approved in writing by the Village
448 Engineer in his/her reasonable discretion are permissible. Coordination of installation as shown
449 on the Plans and Specifications shall be the responsibility of Developer.

450 B. Manner of Performance. Developer shall cause all construction called for by this
451 Agreement to be carried out and performed in a good and workmanlike manner consistent with
452 current best practices in the construction of Class A multi-family apartment buildings in the
453 southeastern Wisconsin area.

454 C. Authorizations. Developer hereby agrees to obtain all necessary authorizations
455 and approvals from all governmental authorities, including but not limited to the Village, the
456 City of Wauwatosa and State of Wisconsin, prior to the start of construction, demolition, and/or
457 hazardous waste abatement. Developer shall be solely responsible for payment of all applicable
458 authorization fees and costs.

459 D. Locations/Existing Public Utilities. Developer agrees that the locations of
460 existing Village sanitary sewer and storm water facilities as indicated on the approved Plans and
461 Specifications and any other Village records are approximate locations only. Each party is solely
462 responsible for definitively locating the other parties' existing facilities in the field, and no party
463 hereto shall bear any liability if any of said facilities are not located as may be contained in the
464 approved Plans and Specifications and any other Village records. The Parties hereto shall take
465 commercially reasonable steps so as to not interfere with the existing facilities of any other party.

466 E. Pre-Demolition and Pre-Construction Meetings. Developer and its general
467 contractor(s) shall attend pre-demolition and pre-construction meetings with Village staff prior to
468 conducting demolition and construction on the Apartment Property.

469 **ARTICLE VI**
470 **TIME**

471 A. Commencement and Completion. Subject to the limitations of Section XV.C of
472 this Agreement, Developer shall complete, or cause the completion of, the following aspects of
473 the improvements of the Property, all in compliance with the requirements of this Agreement, in

474 accordance with Section 106-3(F) of the Village Code of Ordinances and in accordance with the
475 following Apartment Project schedules:

476 1. Commencement of Apartment Project: Within twelve (12) months of
477 Developer's acquisition of the Apartment Property, Developer shall commence
478 construction of the Apartment Project. In the event Developer does not commence
479 demolition within one month of the recordation of this Agreement any delays in time will
480 postpone deadlines identified in this Agreement by the length of the delay incurred
481 except the deadlines identified in this Section VI.A.1 for commencement of construction.

482 2. Completion of SWM System: Except for punch list items relating to such
483 improvements which shall be diligently pursued to completion thereafter by Developer,
484 not later than substantial completion of the Apartment Project improvements and prior to
485 any occupancy permit being issued for the Apartment Project.

486 3. Completion of Apartment Project landscaping: within four (4) months of
487 occupancy of the Apartment Project and such period will be extended if completion is
488 delayed due to inadvisability of landscaping due to the typical seasonal weather during
489 any of such four (4) month period.

490 4. Completion of all Apartment Project improvements: Within thirty (30)
491 months of the issuance of any building permits for the Apartment Project.

492 B. Improvements. Time is of the essence as to all timelines set forth in this
493 Agreement. Subject to the provisions of Section VI.D of this Agreement, upon failure of
494 Developer to meet one or more deadlines specified in this Agreement, in the event Developer has
495 commenced the Apartment Project, the Village may (but is not required to) complete that aspect
496 of the Apartment Project pertaining to the Dedicated Improvements for which construction has
497 commenced but is not completed (i.e., the portion, if any, necessary to allow completion of the
498 Dedicated Improvements). The Village may also (but is not required to) restore the Property to
499 grade and stabilize the Property to achieve a dust-free, erosion proof condition provided,
500 however, that this section shall not be construed to grant the Village authority to remove any
501 building constructed by Developer on the Property solely due to Developer's failure to meet one
502 or more timelines specified in this Agreement unless both Developer and Guarantor have ceased
503 all construction activity on the Property for more than eighteen (18) consecutive months. In the
504 event the Village performs work on the Property under this Section, the Village may charge
505 Developer one hundred ten percent (110%) of the actual costs incurred by Village in completing
506 that aspect of the Apartment Project or restoring the Property to grade and stabilizing the
507 Property to a dust-free, erosion-proof condition. The Village may draw upon any security
508 provided in this Agreement for the payment of said charges against the defaulting Developer and
509 invoice said Developer for any costs in excess of any such security. If Developer fails to pay
510 such invoice, the Village shall have the right to assess a special charge against the Apartment
511 Property, or any portion thereof, under Wis. Stat. § 66.0627 as subsequently amended from time-
512 to-time. The Village shall also have all rights and remedies provided under the Guaranty, the
513 form of which is attached hereto as Exhibit 12.

514 C. Subject to the provisions of Section VI.D of this Agreement, and solely at the
515 discretion of the Village, Developer may be deemed to have forfeited its rights under this
516 Agreement to construct the improvements set forth in the Plans and Specifications upon
517 occurrence of any one or more of the following events:

518 1. Developer fails to commence construction within the times permitted
519 under Section VI.A.1 of this Agreement, as applicable,; or

520 2. Developer fails to apply for and diligently pursue building permit(s)
521 within twelve (12) months of the recording date of this Agreement with the Waukesha
522 County Register of Deeds Office (the "Recording Date").

523 D. Cause of Delay and Notice of Default.

524 1. If delay in completion of any improvements on the Property described in
525 this Agreement is caused or contributed to by, labor disputes, casualties, acts of God or
526 the public enemy, governmental embargo restrictions, shortages of fuel, labor or
527 materials, pandemics, epidemics, public health related issues, riots, public insurrection,
528 action or non-action of public utilities or of local, state or federal governments, agencies
529 or departments affecting the work or other causes beyond Developer's reasonable control,
530 then the time of completion of such improvement shall be extended for the additional
531 time caused by such delay. Developer shall give written notice to the Village within
532 twenty (20) calendar days of the first occurrence of any event together with substantiation
533 that the event qualifies for the granting of additional time under this section. Failure by
534 Developer to provide written notice within the time provided hereunder shall constitute a
535 waiver by Developer of any right to an extension under the terms of this section.

536 2. The Village shall give Developer written notice of default and an
537 opportunity to cure within thirty (30) days, prior to exercising its rights to cure any
538 defaults by Developer in its performance of completion of Dedicated Improvements
539 within the timeline prescribed under Section VI.A of this Agreement, provided that if the
540 default is curable and Developer cannot reasonably cure such default within such thirty
541 (30) day period, then Developer shall have such time as is reasonably necessary to cure
542 such default provided Developer promptly commences such cure and diligently pursues
543 such cure to completion. Notwithstanding the foregoing, if the Village Manager in his or
544 her sole discretion determines that such delay would unreasonably endanger the health or
545 safety of any persons or property within the Village in which case the Village may
546 provide a shorter time for cure.

547 **ARTICLE VII**
548 **PAYMENT OF VILLAGE FEES**

549 A. Reimbursement. Developer agrees to reimburse the Village for its planning,
550 engineering, and inspection of the Apartment Project, and for its legal work negotiating this
551 Agreement and the other agreements associated with this Agreement. Village shall keep a
552 detailed accounting of such costs and bill Developer at the rates contracted by the Village for
553 such services.

554 B. Upfront Fees. Developer shall, at the time of entry into this Agreement, pay the
555 Village for:

556 1. The Village's reasonable engineering and legal expenses incurred as of,
557 and shall further deposit with the Village Ten Thousand and No/100 Dollars (\$10,000)
558 with respect to reimbursement of the Village's subsequent expenses arising out of or
559 related to entry into this Agreement. If Village's expenses exceed said posted \$10,000,
560 Developer shall pay the Village such additional sums within ten (10) days of the date of
561 Village's invoice to Developer together with such other planning, engineering,
562 inspection, and legal work. Any additional funds as necessary will be deposited to
563 maintain a balance of not less than \$5,000 at all times until the termination of all other
564 financial security provided to the Village under this Agreement. Said invoice shall
565 contain a summary of Village's costs for which payment is required under this section.

566 2. Notwithstanding anything contained herein to the contrary, the Village
567 hereby acknowledges and agrees that there are no municipal sanitary sewer impact,
568 reserve capacity, or similar municipal sewer impact fees due or owing as a result of the
569 Apartment Project. To the best of the Village's knowledge, there are no MMSD sewer
570 impacts, reserve capacity, or similar district impact fees due or owing as a result of the
571 Apartment Project. Developer acknowledges that it shall be responsible for payment at
572 the time of application for any sanitary sewer charges that may be established by the
573 Village and/or MMSD on a municipality- or district-wide basis.

574 C. Default. Developer acknowledges and agrees that, in the event Developer
575 remains in default concerning payment of any fees and/or the making of any deposits required
576 under this Agreement for thirty (30) days after written notice of such failure to pay, the Village
577 shall have the right, in its sole discretion, to draw upon any security provided by Developer and
578 held by the Village under this Agreement, post a Stop Work order on the Apartment Project in its
579 entirety, withhold inspections and/or the granting of any permit(s), and/or pursue any other
580 remedy available to the Village under this Agreement or Wisconsin law in connection with such
581 failure to pay.

582 D. Permit Fees. Developer shall be responsible for payment of all applicable
583 municipal permit or related fees set forth in the Village Code of Ordinances or any fee schedule
584 adopted and used by the Village and the costs of all inspections of the Apartment Project.

585 **ARTICLE VIII**
586 **GUARANTEE AND SECURITY FOR PAYMENT AND PERFORMANCE OF**
587 **DEVELOPER'S OBLIGATIONS**

588 A. Construction of the Apartment Project.

589 1. As a material inducement for the Village to enter into this Agreement,
590 Developer covenants that after it acquires the Apartment Property and, subject to the
591 terms of this Agreement and the express limitations set forth in Section XV.C of this
592 Agreement, it shall construct the Apartment Project (including, but not limited to,
593 construction of buildings and structures, utilities, temporary and permanent landscaping,

594 soil erosion provisions, screening, seeding, amenities, and all other improvements
595 substantially as set forth on the Plans and Specifications) such that the improvements and
596 real property will have an equalized assessed value of not less than Forty One Million
597 Dollars (\$41,000,000.00) at completion of the Apartment Project (the "Minimum
598 Assessed Value"). A principal or affiliate of Developer (the "Guarantor") will execute a
599 guaranty in the form attached hereto as Exhibit 12 (the "Guaranty") guarantying the
600 obligation of Developer set forth in the immediately preceding sentence, including in the
601 event of a foreclosure on the Apartment Property prior to completion of the Apartment
602 Project. For the avoidance of doubt, once a building permit is issued for the Apartment
603 Project, in the event that Developer fails to either commence or complete the Apartment
604 Project, the Guarantor shall be obligated to commence and complete the construction of
605 same pursuant to the terms of the Guaranty. Such Guaranty will require a confidential
606 presentation to the Village's consultant for the TIF District that the Guarantor has
607 sufficient assets to perform such guaranty.

608 2. Before the Recording Date, Developer will, through its submittals to
609 Village Staff members, represent that Developer has sufficient financial resources
610 committed to allow Developer to complete the Apartment Project as approved. The
611 Parties acknowledge and agree that the financing commitment(s) obtained by Developer
612 for the Apartment Project is/are subject to conditions. Prior to the Recording Date,
613 Developer shall provide the Village with a letter from its lender that states that the lender
614 has agreed to make a construction loan in a specified minimum amount for the Apartment
615 Project, subject to lender's typical conditions and requirements.

616 3. Developer shall cause any conditions to such commitment(s) to be
617 removed, satisfied, or waived as a condition of obtaining building permits and, upon
618 Developer's failure to remove, satisfy or obtain waivers of all conditions of its financing
619 commitment(s) within the time frame for commencement of the Apartment Project,
620 Developer's rights and obligations under this Agreement pertaining to the Apartment
621 Project shall terminate, except the reimbursement of any fees then due under Article VII
622 of this Agreement.

623 B. Impact Fee Waiver. Wisconsin Statute § 66.0617 restricts the ability of the
624 Village to collect impact fees. Developer agrees that any payments to the Village under this
625 Agreement are not intended to constitute impact fees and are not intended to be restricted or
626 controlled by Wis. Stat. § 66.0617. Developer, on behalf of itself and its successors and assigns,
627 waives the right to claim application of Wis. Stat. § 66.0617 to the payments made in accordance
628 with this Agreement.

629 C. Performance Guarantee. As a condition of obtaining any building permit arising
630 out of or related to the Apartment Project or the commencement of land disturbing activities
631 (whichever shall occur first), Developer shall deliver or cause to be delivered to the Village
632 Manager one or more original irrevocable letters of credit issued by one or more federally
633 insured banking institutions, the financial condition of which is/are acceptable to the Village,
634 naming Village as payee and being in a form acceptable to the Village Attorney. Said letter(s) of
635 credit shall collectively guarantee (i) 125% of the construction of landscaping, access/egress
636 improvements including all private roadways, sidewalks, curbing, exterior lighting, private storm

637 water system facilities, private water distribution system within the Property and the sanitary
638 sewer system but only if and to the extent to be installed by Developer, and site restoration
639 required under this Agreement for the Apartment Project together with the Village's engineering,
640 administrative, and inspection fees projected by the Village to arise out of this Agreement, (ii) if
641 a letter of credit and not a cash deposit, the amount provided for in Section III.E.2 of this
642 Agreement, and (iii) the amount provided for the Dedicated Improvement Warranty Security in
643 Section IV.D of this Agreement. Upon receipt, the letter(s) of credit provided hereunder shall be
644 in substantial compliance with that form attached hereto as Exhibit 13, which form is satisfactory
645 to the Village Attorney. Except for such amounts that may otherwise be released under the
646 provisions of Article VIII.D., said letter(s) of credit shall be renewed annually and evidence of
647 renewal presented to the Village within sixty (60) days prior to its/their expiration. Failure to
648 renew the letter(s) of credit forty-five (45) days prior to its expiration shall entitle the Village,
649 after five (5) days prior notice to Developer, to withdraw all funds remaining from said letter(s)
650 of credit.

651 D. Reduction of Security Upon Partial Completion and Dedication. The amount of
652 the security will be reduced as each improvement described in Section VIII.C.(i) is completed,
653 and, if applicable, approved by the Village Engineer for dedication, acting reasonably, in
654 accordance with the following procedure:

655 1. From time-to-time during the course of construction Developer may
656 request the Village Engineer to inspect the construction work, including but not limited to
657 landscaping, completed by Developer to that date for purposes of seeking partial release,
658 and the Village Engineer, as agent of the Village, shall use its best efforts to make such
659 inspection within seven (7) days after the request.

660 2. The request to inspect shall be accompanied by a certification prepared by
661 Developer's architect and stating the work completed, an estimate of the dollar value of
662 the work completed to the date of the request and since Developer's architect's last
663 certification and that the work has been completed in a good and workmanlike manner
664 and in substantial compliance with the Plans and Specifications and the applicable
665 Village ordinances. Developer's architect's certification shall also include an estimate of
666 the cost to complete the remaining balance of the improvements, on a form and presented
667 in a manner reasonably acceptable to the Village Engineer.

668 3. The request for inspection shall further be accompanied by a sworn
669 contractor's statement and appropriate photocopies or originals of lien waivers showing
670 that all work in place and for which a reduction in the security is requested has been fully
671 paid for or that all liens have been waived. Upon receipt of the required documentation,
672 the Village Engineer shall conduct its inspection and certify to the Village and to the
673 financial institution issuing any letter(s) of credit the dollar value of the work completed
674 to the date of the request for inspection and since the last certification by the Village
675 Engineer, provided the Village Engineer finds that the work has been completed in a
676 good and workmanlike manner and in substantial compliance with the approved Plans
677 and Specifications and the applicable Village ordinances, that no mechanic's or other
678 liens will attach to the Property or to any property of the Village as a result of the
679 installation of the applicable improvements and that Developer's architect's estimate of

680 the dollar value of the work completed and the cost to complete the remaining
681 improvements are reasonable. Based upon those findings, the Village Engineer shall
682 approve a reduction in the Letter of Credit so long as the aggregate balance remaining in
683 the Letter(s) of Credit is at least equal to the sum of (i) one hundred and ten percent
684 (110%) of the cost to complete all the remaining improvements depending on the
685 projected time of completion of same, plus (ii) the Dedicated Improvements Warranty
686 Security.

687 E. Release of Letter of Credit Upon Completion. Upon final completion of all of the
688 improvements required under Section VIII.C, the approval of the Village engineer of the
689 Dedicated Improvements, and posting of any required warranty or maintenance bond security,
690 the then remaining Letter(s) of Credit shall be released and returned, after first drawing upon the
691 security (if required) for any fees and costs due and owing to the Village pursuant to all
692 applicable ordinances upon thirty (30) days' prior written notice to Developer. The foregoing
693 notwithstanding, the Village shall continue to hold a letter of credit substantially in the form of
694 Exhibit 13 (or at Developer's option, such other security as may be reasonably acceptable to the
695 Village Manager, the Village Engineer, and the Village Attorney), in an amount equal to the
696 Dedicated Improvement Warranty Security, upon and subject to the terms and provisions of
697 Sections IV.D and IV.F of this Agreement; subject to said terms and provisions, said letter of
698 credit (or other security) shall be released and returned to Developer not more than twelve (12)
699 months after final approval of the Dedicated Improvements by the Village engineer.

700 F. Remittance of Excess Proceeds. In the event of default by Developer, if any of
701 the Letter of Credit funds remain in the possession of the Village after all of the private and
702 Dedicated Improvements required under Section VIII.C have been completed in a good and
703 workmanlike manner and in substantial accordance with the Plans and Specifications and the
704 applicable Village ordinances, all warranty or maintenance obligations (if any) are satisfied and
705 all fees, costs and expenses of the Village, including reasonable attorney's fees, engineering fees,
706 consultant fees or other out-of-pocket expenses incurred in completing the improvements, in
707 releasing liens thereon, in paying for work completed prior to default are paid, or other costs
708 incurred as a result of the default of Developer; then any remaining balance shall be paid to
709 Developer, subject to any claim to said funds exerted by any financial institution(s) issuing any
710 letter(s) of credit given as security.

711 **ARTICLE IX**
712 **LAND DIVISION: SINGLE-FAMILY PARCELS**

713 A. CSM. Developer has submitted for approval and the Village has approved and
714 SSND has agreed to execute the CSM. Subject to the recording of this Agreement, the rezoning
715 for the parcels created by the CSM changes from I-1 Institutional to Planned Development
716 Overlay with the following underlying zoning: RM-1 for the Apartment Property, RS-3 for the
717 Red Barn Parcel, and RS-4 for the Green Meadow Parcel except that the I-1 Institutional zoning
718 shall be continued for the Cemetery.

719 B. SSND Consents. Developer has represented that it does not intend to acquire or
720 develop either of the Single-Family Parcels. SSND has agreed to sell the Apartment Property to
721 Developer and, then at later date(s), to sell the Single-Family Parcels to an affiliate of Developer,

722 which affiliates, shortly after such acquisition, intend to sell the Single-Family Parcels to a
723 single-family developer or developers. SSND has entered into the Consent attached to this
724 Agreement and by doing so hereby consents to the recording of this Agreement and the SWM
725 Agreement against the Single-Family Parcels; consents to the change in zoning of the Property
726 as described in subsection A. above; consents to Developer having access to the Single-Family
727 Parcels as necessary or desirable for Developer to comply with its obligations under this
728 Agreement, including, without limitation, the construction of the Dedicated Improvements and
729 the construction and maintenance of the SWM System; agrees to simultaneously with closing on
730 the sale to Developer of the Apartment Property to enter into and authorize the recording of
731 easements against each Single-Family Parcel to provide for such access in substantially the form
732 attached hereto as Exhibit 14; and acknowledges and agrees that this Agreement, including the
733 obligations of certain future owners, other than SSND, to enter into a PILOT Agreement (as
734 hereinafter defined and described below), the SWM Agreement, the aforementioned easements
735 and Exhibits 3, 4, 5 10, 14 and 15 run with and bind the Single-Family Parcels, and any future
736 owner thereof, including, without limitation, any Developer affiliate. Upon conveyance by
737 SSND of the Single-Family Parcels, SSND is fully released from any obligation or liability,
738 express or implied, that it may have associated with this Article IX or the SWM Agreement.

739 C. Outlots. As noted in Section B above, an affiliate of the Developer intends to
740 purchase the Single Family Parcels and to convey the Single Family Parcels to a developer of
741 single family residences. As noted in Section D below, in order to develop the Single Family
742 Parcels as individual residential lots the single family developer will be required to record a plat
743 as to each Single Family Parcel. The plat for the Green Meadow Parcel, *i.e.*, Lot 4 of the CSM,
744 will create outlots upon which the portions of the SWM System will have been constructed. The
745 Developer or its affiliate acquiring the Green Meadow Parcel shall require the single family
746 developer acquiring the Green Meadow Parcel to convey the outlots to the owner of the
747 Apartment Property once the plat for the Green Meadow Parcel has been recorded so that the
748 owner of the Apartment Property will own those areas integral to the SWM System.

749 D. Single-Family Parcel Restrictions. Any development of the Single-Family
750 Parcels for residential purposes shall comply with the preliminary plats attached hereto as
751 Exhibit 15 and the applicable Single-Family Parcel's obligations under the SWM Agreement and
752 shall not interfere with or disrupt the intent or purpose of the SWM Agreement. As shown on
753 Exhibit 15, the Green Meadow Parcel shall contain 11 single-family lots and the Red Barn Parcel
754 shall contain 10 single-family lots, and the development of each Single-Family Parcel shall
755 comply with the setbacks and other restrictions set forth on the applicable plat attached as
756 Exhibit 15, unless otherwise approved by the Village. In addition to all other ordinances, the
757 individual residences built on these Single-Family Parcels shall be distinct from one another in
758 their exterior architectural designs as determined through the standard Village Building Board
759 process. These restrictions are a covenant running with the Single-Family Parcels and shall be
760 binding upon all of the owners thereof as to the parcel/lot owned by such owner, other than
761 SSND as set forth in subsection B. above. Any developer of the Single-Family Parcels shall
762 obtain approval of the Village for its final subdivision plat and shall comply with all applicable
763 laws and Village ordinances. All work and improvements on a Single-Family Parcel shall be
764 performed and carried out in accordance with and subject to the provisions of said ordinances.
765 Any owner of a Single-Family Parcel or a lot within a Single-Family Parcel, or its successor in

766 interest other than SSND as set forth in subsection B. above, shall comply with its obligations
767 under the SWM Agreement.

768 E. Single-Family Parcel Landscaping. Except to the extent of Developer's
769 obligation under the SWM Agreement as the owner of the Apartment Property, upon conveyance
770 of the Single-Family Parcels to a third party that is not affiliated with Developer, any obligation
771 to grade, seed, and otherwise landscape the Single-Family Parcels shall be the responsibility of
772 the owner thereof, initially the developer of single family residences on a Single-Family Parcel
773 and thereafter the then owner(s) of any lot or lots within a Single-Family Parcel. In particular,
774 but without limitation, the applicable single-family home developer shall be responsible, during
775 its ownership of such lot or lots, for landscaping its respective lot or lots in accordance with the
776 plans and specifications for each such lot as may be approved by the Village from time to time.

777 F. Access. Direct vehicular access to the Red Barn Parcel from public streets shall
778 be only via Stephen Place and Red Barn Lane. Direct vehicular access to the Green Meadow
779 Parcel from public streets shall be only via the extension of the Green Meadow Place cul de sac.

780 G. Dedication. Prior to any conveyance of a Single-Family Parcel by any Developer
781 affiliate to an entity not affiliated with Developer, Developer or its affiliate shall have either
782 dedicated to the Village all of the Dedicated Improvements located on the Single-Family Parcel
783 being conveyed and granted any necessary easements in connection therewith or provided the
784 Village with satisfactory evidence that it has reserved all of the ownership rights in and to any
785 Dedicated Improvements located on the Single-Family Parcel being conveyed and has retained
786 the express right to dedicate all such Dedicated Improvements and to grant easements for access
787 thereto to the Village or required the owner of the applicable Single-Family Parcel or Parcels to
788 so dedicate and grant access easements to the Village.

789 H. Payment in Lieu of Taxes. At no time after the Recording Date, shall either of the
790 Single-Family Parcels, or any part thereof, be sold, transferred or conveyed to an entity whose
791 real property is exempt from general property taxes, including a change in status for Developer
792 or any successor owner of a Single-Family Parcel, or any part thereof, without that entity having
793 first signed an agreement with the Village to make an annual payment in lieu of taxes ("PILOT
794 Agreement") for an amount not less than the then fair market value of the applicable Single-
795 Family Parcel or applicable part thereof and any improvements thereon times the annually
796 approved Village mill rate for each year with the additional condition that said Single-Family
797 Parcel or part thereof and any improvements thereon may not be conveyed to any other
798 subsequent tax exempt owner at any time without a similar PILOT agreement being executed.
799 The limitation of this subsection G. shall be a covenant running with the land and shall survive
800 the termination of this Agreement. It being understood and agreed that this section does not
801 apply to SSND's ownership of the Single-Family Parcels.

802 I. Release. Provided neither Developer nor any affiliate of Developer has breached
803 the restrictions contained in this Article IX as to the Single-Family Parcels prior to any
804 conveyance by any Developer affiliate to a third party and conveys the Single-Family Parcels
805 subject to this Agreement, the SWM Agreement, and any then recorded easements, Developer
806 and its affiliates shall be released from any liability for a breach of these covenants or any other
807 liability hereunder with respect to the Single-Family Parcels. Nothing contained herein is

808 intended to and nor does it release Developer or its successors, as owners of the Apartment
809 Project, from liability for the Dedicated Improvements or the SWM System or under the SWM
810 Agreement. In addition, provided SSND has not breached the restrictions contained in this
811 Article IX as to the Single-Family Parcels prior to any conveyance by SSND to a third party and
812 conveys the Single-Family Parcels subject to this Agreement, the SWM Agreement, and any
813 then recorded easements, SSND shall be released from any liability for a breach of these
814 covenants or any other liability hereunder with respect to the Single-Family Parcels.

815 J. Single-Family Obligations. This Article IX contains all of the obligations of an
816 owner of any of the Single-Family Parcels under this Agreement that is not an affiliate of
817 Developer.

818 **ARTICLE X**
819 **INDEMNIFICATION AND INSURANCE**

820 A. Indemnification. In addition to, and not to the exclusion or prejudice of, any
821 provisions of this Agreement or documents incorporated herein by reference, Developer, or its
822 successors in interest, shall INDEMNIFY AND SAVE HARMLESS the Village, its officers,
823 agents and employees, and shall defend the same from and against any and all liability, claims,
824 loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like,
825 which result from or arise in the course of, out of, or as a result of the performance, mis-
826 performance, or nonperformance of Developer's obligations under this Agreement or
827 Developer's negligent construction of improvements covered thereby until the granting of the
828 last occupancy permit pertaining to the Apartment Project and thereafter only if the occurrence
829 giving rise to the claim predates the granting of the last occupancy permit. The language of this
830 Article X notwithstanding, Developer shall have no obligation to indemnify, save harmless or
831 defend the Village resulting from negligent or intentional acts of the Village, its officers, agents,
832 or employees. In every case where Developer is obligated to indemnify and save harmless the
833 Village, its officers, agents and employees, if judgment is rendered against the Village, its
834 officers, agents, or employees and notice and opportunity to defend was given to Developer of
835 the pendency of the suit within ten (10) days after service of the summons and complaint on the
836 Village, such judgment shall be conclusive upon Developer not only as to the amount of
837 damages, but also as to its liability to the Village and/or its officers, agents, and employees.

838 B. Insurance. Developer shall maintain or cause its general contractor to maintain at
839 all times, until the granting by the Village of the final occupancy permit for the Apartment
840 Project, insurance with minimum limits and coverage as shown below:

841 1. Worker's Compensation, including Occupational Disease, Insurance
842 meeting the statutory requirements of the State of Wisconsin, and Employer's Liability
843 insurance in an amount of at least One Million Dollars (\$1,000,000).

844 2. Comprehensive Liability Insurance providing limits for bodily injury and
845 personal injury of One Million Dollars (\$1,000,000) per occurrence with an aggregate of
846 Two Million Dollars (\$2,000,000). The policy must include the Village and its agents,
847 officers and employees as "additional insureds" and provide premises, operations,
848 elevators, damage, blanket contractual covering indemnities within contract documents,

849 products and completed operations coverage and be endorsed as "primary and non
850 contributory" to any insurance of the additional insured, except from their negligence.

851 3. Comprehensive Automobile Liability Insurance, on occurrence basis,
852 covering all owned, non-owned, and hired vehicles with limits of liability equal to those
853 set forth in Subsection B.2 above.

854 4. Developer shall furnish the Village policy declarations and endorsements
855 evidencing additional insureds to policies covering the above-recited insurance
856 requirements. All policy endorsements must state that notice of any material change in
857 coverage, non-renewal, or cancellation will be provided to the Village thirty (30) days
858 prior to the effective date of any such change, non renewal, or cancellation. The form of
859 the policy endorsements will be subject to the approval of the Village Attorney, that shall
860 not be unreasonably withheld. The policy endorsements shall be delivered prior to the
861 commencement of any demolition activities, ground disturbing construction pursuant to
862 this Agreement.

863 5. It is understood and agreed that the insurance coverage and limits required
864 above shall not limit the extent of Developer's responsibilities and liabilities pursuant to
865 this Agreement or imposed by law.

866 6. Simultaneously with the granting by the Village of the final occupancy
867 permit for the Apartment Project, Developer shall carry casualty insurance in an amount
868 not less than full replacement cost, and shall provide the Village evidence of such
869 insurance coverage at least once each calendar year. An ACCORD 25 Form will not
870 suffice for purposes of providing evidence of Developer's insurance coverage under this
871 Article X because of the disclaimers contained in an ACCORD 25 Form.

872 **ARTICLE XI**
873 **GENERAL CONDITIONS AND REGULATIONS**

874 All the provisions of the Village Code of Ordinances relating to use and development of
875 land, as amended from time-to-time are incorporated herein by reference to the extent then
876 applicable, and all such provisions shall bind the parties hereto and be a part of this Agreement
877 as fully as if set forth at length herein. This Agreement and all work and improvements required
878 hereunder shall be performed and carried out in accordance with the customary or better
879 practices in the construction industry for Class A apartments in southeastern Wisconsin subject
880 to and in accordance with said ordinances and this Agreement.

881 **ARTICLE XII**
882 **TAX INCREMENT FINANCING**

883 A. Benefit to Village. The Apartment Project will help accomplish the goals of the
884 Village's Comprehensive Plan and TID Plan. Redevelopment of the Property will have a public
885 benefit to the citizens of the Village, will help eliminate blight, and has the potential to be a
886 catalyst for further redevelopment in the Village. Consequently, the Village has agreed to
887 provide assistance to allow the development of the Apartment Project.

888 B. TID Grant. Within sixty (60) days after the issuance of the occupancy permit,
889 whether temporary or permanent, for the last building to be completed as part of the Apartment
890 Project, the Village shall provide Developer with a cash grant in the amount of \$8,466,000 (the
891 "TID Grant").

892 C. TID Installment Grant for Eligible Project Costs - Tax Increment:. In addition,
893 each year, but subject to appropriation from time to time by the Village Board, all the Available
894 Tax Increment shall be applied to the following, in the indicated order of priority:

895 1. First: to reimburse the Village regularly scheduled installment payments
896 for the actual costs incurred by the Village in connection with funding: (i) the TID Grant,
897 and (ii) the extension of the water distribution system in the TIF District to provide water
898 service to properties other than, and continuing beyond, the Apartment Project and
899 Single-Family Parcels, and including capitalized interest for a 2-year period at a rate
900 equal to the Village's actual cost of borrowing for the TID Grant, plus interest at the
901 Village's actual cost of borrowing over the period of the scheduled amortization but not
902 to exceed the remaining term of the TIF District (collectively, the "Village Obligations"),
903 as shown on Exhibit 16 (as adjusted pursuant to this Article XII, the "Village Obligations
904 Amortization"), provided that the actual principal amount of the financing to extend the
905 water distribution service beyond the Property does not exceed One Million Dollars
906 (\$1,000,000).

907 2. Second: to reimburse the Village for its actual out-of-pocket costs
908 incurred in connection with the audit and administration of the TIF District (but only to
909 the extent reasonably allocable to the Property) and the administration of this Agreement
910 provided the amount of such reimbursement shall not exceed the lesser of (i) the actual
911 out-of-pocket costs and (ii) the amount equal to a ten percent increase over the
912 corresponding amount shown for administrative costs on Exhibit 16.

913 3. Third: to the extent of any remaining Available Tax Increment in any
914 such year, to pay Developer a cash grant in installments for eligible project costs (as
915 described in Wis. Stat. §66.1105(2)(f) and expressly excluding Excluded Costs) up to an
916 aggregate amount equal to Nine Million and Eight hundred Thousand and No/100 Dollars
917 (\$9,800,000) (the "TID Installment Grant"), which installments are estimated to be made
918 annually in the amounts set forth on the Schedule attached as Exhibit 16 (the "Estimated
919 TID Installment Grant Payment Schedule");

920 4. Fourth after (and only after) both the Village Obligations and the full
921 amount of the TID Installment Grant have been reimbursed and paid in full, to any other
922 party or for any other purpose as the Village may determine, as may then be permitted
923 under Wis. Stat. §66.1105 (as amended and/or renumbered from time to time, the "TIF
924 Statute").

925 D. Intentionally Omitted.

926 E. TID Installment Grant. Payments on the TID Installment Grant shall be due or
927 payable to Developer as soon as there is Available Tax Increment (currently projected to be

928 2024). Commencing the first year in which Available Tax Increment is available after payments
929 have been made to the Village as provided under Sections XII.C. 1 and C. 2., payments under
930 Section XII.C.3. will be made by the Village to Developer. Installment payments of the TID
931 Installment Grant shall be made no later than October 1 of each year (an "Installment Grant
932 Payment Date") and shall be made by check drawn on the Village's treasury. The TID
933 Installment Grant shall never be considered a general obligation of the Village and shall be
934 subject to the terms of this Agreement and the terms of the authorizing grant resolution attached
935 hereto as Exhibit 17 (the "Grant Resolution"). The TID Installment Grant shall be payable solely
936 to the extent of Available Tax Increment and then only to the extent Available Tax Increment
937 revenues remain after payment of the debt service related to the Village Obligations in
938 accordance with the Village Obligations Amortization schedule and after reimbursement of the
939 audit and administration costs described in subsection A.2 above.

940 The Village covenants and agrees as follows: (a) if the Village's proposed annual budget
941 does not in any year anticipate the collection of Available Tax Increment sufficient to make at
942 least the payments on the TID Installment Grant as shown on the Estimated TID Installment
943 Grant Payment Schedule in that year, the Village will use its best efforts to notify Developer of
944 that fact at least thirty (30) days prior to the date the Village budget is presented for final
945 approval; (b) any funds in the special fund of the TIF District attributable to the Available Tax
946 Increment generated solely from the Property shall not be used to pay any other Eligible Project
947 Costs of the TIF District until the Village has paid all Village Obligations and paid the TID
948 Installment Grant in full; and (c) the Village shall take no action to voluntarily dissolve the TIF
949 District prior to the statutorily required dates as extended, and the payment of in full of the TID
950 Installment Grant subject to the provisions of this Agreement. In addition, until the Village
951 Obligations have been reimbursed and the TID Installment Grant paid in full within the life of
952 the TIF District as extended, the Village will submit all information under (and will otherwise
953 comply with) the TIF Statute to the full extent required for the annual allocation and collection of
954 Available Tax Increment, for each possible year of allocation and collection under said statute,
955 and upon request by Developer, the Village will request an extension of the TIF District's life
956 that may then be available under said statute.

957 F. TID Installment Grant: Village Responsibility. If, at the end of the final year in
958 which tax increment revenue from the TIF District, as extended, may be allocated to the Village
959 pursuant to the TIF District's TID Plan, the amount of the Tax Increment to be paid under this
960 Agreement proved insufficient to pay the TID Installment Grant in full, then the Village shall
961 have no obligation or liability therefore. The TID Installment Grant may be pre-funded in whole
962 or in part, on any date or dates, at any time. The Village acknowledges and agrees that
963 Developer may collaterally assign the TID Installment Grant as part of its financing for the
964 Apartment Project after its issuance.

965 G. Assessment Warranty. Commencing as of the first January 1 after completion of
966 the Apartment Project, Developer warrants to the Village that the Apartment Project shall have a
967 real estate tax assessed value of not less than the Minimum Assessed Value, and as of each
968 successive January 1 until the earlier of (i) January 1 of the year after the TID closes or (ii)
969 January 1 of the year that the Village Obligations have been reimbursed in full to the Village
970 ("Warranty Period"). It shall not be a breach of this subsection if the failure to meet the

971 warranted value is due to taking by eminent domain or casualty loss but as to casualty loss only
972 if and to the extent the special charge is not fully and timely reimbursed by insurance proceeds.

973 H. Special Charge Payments. In each year during the Warranty Period in which the
974 assessed value of the Apartment Project is less than the Minimum Assessed Value, Developer
975 shall make a special charge payment, in addition to the real property taxes payable that year,
976 equal to the property taxes that would have been paid on the difference in value between the
977 actual assessed value and the Minimum Assessed Value. No special charge payment shall be
978 required to the extent that the failure to meet the warranted value is due to taking by eminent
979 domain or casualty loss but as to casualty loss only if and to the extent the special charge is not
980 fully and timely reimbursed by insurance proceeds.

981 I. Special Charge. Developer acknowledges the special benefit to the Property of
982 the Village's financial contributions to the Apartment Project pursuant to this Agreement. If
983 Developer fails to make any special charge payment owed by Developer under subsection H.
984 within thirty (30) days after written notice from the Village of such failure, then as the Village's
985 sole remedy for a breach of subsections G. and H., Developer consents to the Village levying a
986 special charge against the Apartment Property in the amount of such unpaid shortfall. Developer
987 waives all rights to notice and hearing related to the special charge and waive all rights to object
988 to procedural or other irregularities in the levy of the special charge.

989 J. Release upon Sale. The warranty of assessed value and the obligation to make
990 special charge payments described in subsections G., H. and I. runs with the land and binds the
991 then owner of the Apartment Project, but binds only the then-current title holder of the
992 Apartment Project, and upon conveyance of the Apartment Project to a bona-fide third-party
993 successor, the obligations of the conveying party to make the special charge payments cease and,
994 except as set forth in subsection K., are assumed by the third party to which the Apartment
995 Project is conveyed, except for payment obligations that have already arisen as of the time of the
996 conveyance and are paid by the transferring owner on or before any such conveyance.

997 K. Lender Provisions. Notwithstanding anything to the contrary set forth in this
998 Agreement, if a lender holding a mortgage on the Apartment Property forecloses on its collateral
999 and succeeds to ownership of the Apartment Property, such lender, or the party purchasing the
1000 Apartment Property at a foreclosure sale, shall not be required to, and shall be automatically
1001 released from any obligation to, warrant the assessed value pursuant to subsection G. make
1002 special charge payments under subsection H. or be subject to the levying against the Apartment
1003 Property of a special charge under subsection I. The Village agrees not to assign or encumber
1004 the Available Tax Increment to any party or purpose, until the amounts due under this
1005 Agreement are paid in full, or upon an earlier termination of the obligation by the Village to
1006 make the payments toward the TID Installment Grant. Notwithstanding the foregoing, nothing
1007 contained in this Section K in any way changes the order in which Available Tax Increment is to
1008 be paid under Section C above.

1009 L. Increment Schedules. The schedule attached to and incorporated herein as
1010 Exhibit 16 sets forth the anticipated Available Tax Increment and the anticipated Village
1011 Obligations Amortization and Estimated TID Installment Grant Payment Schedule. Until the
1012 TID Installment Grant is paid in full, or the TIF District closes and is terminated, whichever first

1013 occurs, the Village shall prepare an annual, adjusted schedule in substantially the form of Exhibit
1014 16, showing the amount due under the Village Obligations Amortization and the TID Installment
1015 Grant and the Available Tax Increment generated by the Property (the "Increment Schedule").
1016 Each Increment Schedule shall be prepared using the same methodology and basic assumptions,
1017 except for such changes as may result from changing the number shown for: (a) the Available
1018 Tax Increment determined in the year the Increment Schedule is prepared; (b) appreciation factor
1019 to the actual annualized percentage change in the equalized value of the Property, not caused by
1020 new construction, since the preceding Increment Schedule was prepared; (c) tax rate, to equal the
1021 actual tax rate in effect in the year the Increment Schedule is prepared and updated; and (d) such
1022 other items as may be acceptable to the Village and Developer. The Village shall be responsible
1023 for preparing and updating each Increment Schedule and delivering it to Developer by December
1024 30th of the year prior to which the increment is expected to be collected. Developer shall have
1025 thirty (30) days after receipt of the annually prepared and updated Increment Schedule to object
1026 to its contents. Each TIF Schedule shall also reflect, to the extent then known: the actual Village
1027 Obligations; the actual rates of interest on the Village Obligations; the actual amounts of the
1028 Village Obligations reimbursed, paid, and prepaid from time to time.

1029 M. Prohibition on use of TID Grant and TID Installment Grant Funds. Developer
1030 shall not use any portion of the TID Grant or the TID Installment Grant payments to pay for: (i)
1031 any real estate or other ad valorem taxes, or (ii) any Excluded Costs, including the cost of any
1032 Dedicated Improvements, public water distribution systems or the acquisition of or any
1033 improvements on the Single-Family Parcels.

1034 **ARTICLE XIII**
1035 **AMENDMENTS**

1036 The Village Board and Developer, by mutual consent, may amend this Agreement only
1037 upon entry into a subsequent written agreement approved at a meeting of the Village Board of
1038 Trustees for the Village of Elm Grove. The Village Board shall not, however, consent to an
1039 amendment until after first having received a recommendation from the Village Plan
1040 Commission in accordance with applicable Village ordinances.

1041 **ARTICLE XIV**
1042 **NOTICE**

1043 Any notice given hereunder shall be in writing and personally delivered, mailed by
1044 registered or certified mail, return receipt requested, or delivered via overnight courier: To the
1045 Village: Village Clerk, 13600 Juneau Boulevard, Elm Grove, Wisconsin 53122 and to
1046 Developer: c/o Mandel/Caroline Heights Apartments LLC, 330 East Kilbourn Street, Suite 600
1047 South, Milwaukee, Wisconsin 53202, Attention: Phil Aiello, with a copy to Foley & Lardner
1048 LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Candace Flatley.
1049 Any party may, by notice as provided above, designate a different address from time to time.
1050 Any such notice shall be effective on the date of receipt.

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**ARTICLE XV
DEFAULT BY DEVELOPER**

1053 A. The failure of the Village to insist in any one or more instances upon performance
1054 of, or compliance with any term or condition of this Agreement shall not be construed as a
1055 waiver of future performance. The obligations of Developer with respect to such term, covenant
1056 condition shall continue in full force and effect.

1057 B. In addition to any other remedies otherwise provided under this Agreement or the
1058 Village Code of Ordinances, the Village shall have the right to withhold inspections and/or
1059 permits for the Apartment Project and when owned by the Developer or any affiliate of
1060 Developer, or if work is being performed thereon by Developer or an affiliate of Developer, then
1061 for the Single-Family Parcels, if such work or the applicable parcel on which the work is being
1062 performed is in default hereunder, and/or to bring an action in the Circuit Court for Waukesha
1063 County for violation(s) of this Agreement and shall be entitled to recover reasonable attorneys'
1064 fees from the defaulting Developer and any contractor in violation of any Village ordinance.
1065 However, at no time shall the owner of the Apartment Property or of any of the Single Family
1066 Parcels be responsible or liable for any act or omission occurring or omitted on non-owned real
1067 property.

1068 C. Notwithstanding anything to the contrary in this Agreement, if Developer fails to
1069 commence construction of the Apartment Project whether before or after the issuance of a
1070 building permit for the Apartment Project, the Village shall not have the right to seek or compel
1071 specific performance for the construction of said Apartment Project under this Agreement or to
1072 seek any costs or damages not set forth in this Agreement against Developer or its successors or
1073 assigns. However, in the event Developer fails to commence construction of the Apartment
1074 Project after the issuance of a building permit for the Apartment Project, the Village shall have
1075 all of its rights and remedies under the Guaranty, the form of which is attached hereto as Exhibit
1076 12.

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**ARTICLE XVI
PAYMENT IN LIEU OF TAXES**

1079 At no time after the Recording Date may the Apartment Project be sold, transferred or
1080 conveyed to an entity whose real property is exempt from general property taxes, including a
1081 change in status for Developer, without that entity having first entered into an agreement with the
1082 Village to make an annual payment in lieu of taxes ("PILOT Agreement") for an amount not less
1083 than the then fair market value of the Apartment Property times the annually approved Village
1084 mill rate for each year with the additional condition that no portion of the Apartment Project may
1085 be conveyed to any other subsequent tax exempt owner at any time without a similar pilot
1086 agreement being executed. The limitation of this Section XVI shall be a covenant running with
1087 the land and shall survive the termination of this Agreement.

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

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1090 A. The Parties acknowledge and represent that this Agreement is the subject of
1091 negotiation by all parties and that all parties together shall be construed to be the drafter hereof
1092 and this Agreement shall not be construed against any party individually as drafter.

1093 B. Nothing in this Agreement shall be construed to create an employer/employee
1094 relationship, joint employer, a joint venture or partnership relationship, or a principal/agent
1095 relationship between the Village and Developer.

1096 C. This Agreement shall not be construed to abridge or waive the Village's authority
1097 under Wis. Stats. §§ 61.35 and 62.23.

1098 D. The parties hereby acknowledge that this Agreement imposes on them, and their
1099 respective officers, agents, and employees, and successors and assigns a duty of good faith and
1100 fair dealing.

1101 E. Except as otherwise expressly provided in this Agreement, all guarantees,
1102 agreements, representations, and warranties made herein shall survive the execution of this
1103 Agreement and, as applicable, the completion of the Apartment Project. This Agreement shall
1104 be binding upon and inure to the benefit of the Parties their respective heirs, personal
1105 representatives, executors, or successors and assigns.

1106 F. Developer represents and warrants that it is a duly organized and validly existing
1107 limited liability company under the laws of the State of Wisconsin and that the execution and
1108 performance of this Agreement has been duly authorized by resolution or other required action as
1109 evidenced in Exhibit 18.

1110 G. This Agreement shall be recorded with the Register of Deeds for Waukesha
1111 County immediately following the recording of the deed for the Apartment Property from SSND
1112 to Developer and before the recording of any mortgage on the Property.

1113 H. All time periods referred to in this Agreement shall be calculated on the basis of
1114 consecutive calendar days.

1115 I. Upon the issuance of all required final occupancy permits for the Apartment
1116 Project, Developer shall be free to convey the Apartment Project, as a single undivided
1117 Apartment Property to a third party subject to the terms of this Agreement. In addition,
1118 Developer or a Developer affiliate may at any time convey either or both of the Single-Family
1119 Parcels as provided in Article IX. Notwithstanding the foregoing, Developer and any successor
1120 owners of the Apartment Property may collaterally assign this Agreement and Developer's rights
1121 to the TID Grant and the TID Installment Grant to Developer's construction lender or to other
1122 lenders for the Apartment Project following the passage of five (5) business days after informing
1123 the Village in writing fully about the terms and details of any such assignment but without
1124 obtaining the consent of the Village. In the event that such construction lender or any other
1125 lender forecloses on its collateral and succeeds to ownership of all or a portion of the Apartment
1126 Property, the Village shall fulfill its obligations hereunder provided that such construction lender

1127 or other lender assumes in writing all of the obligations of Developer hereunder, except as
1128 otherwise provided in Section XII.K. Any such lender shall have the right to cure any default by
1129 Developer hereunder within 60 days of commencement of any assumption by such lender of
1130 obligations under this Agreement if such default can reasonably be cured within that time frame
1131 or such longer period as may be reasonably necessary to accomplish such cure. Upon the sale or
1132 other conveyance of the Property or any part thereof, to any entity not affiliated with or
1133 controlled by the Mandel Group, Inc. or Barry R. Mandel, Developer, and any other transferee
1134 (collectively or individually "Seller"), Seller shall be released from its obligations hereunder
1135 with respect to such portion of the Property provided the Apartment Project has been issued all
1136 required certificates of occupancy and provided the transferee(s) assumes any ongoing
1137 obligations of Developer as to the parcel conveyed.

1138 J. The Village and Developer shall use good faith efforts to promptly obtain
1139 approval of the Apartment Project-related assistance provided for herein from the Joint Review
1140 Board for the TIF District; but if such approval is not obtained by April 1, 2023, then this
1141 Agreement shall terminate, in which event the parties shall have no further obligations
1142 hereunder, except the payment of all outstanding fees due under Article VII.

1143 K. If this Agreement has not been terminated, then subject to the survival of those
1144 specific terms and provisions, if any, expressly stated to survive termination in this Agreement,
1145 including in particular Section IX.G. and Article XVI, this Agreement, except as to those
1146 surviving provisions, shall automatically terminate and be of no further force or effect upon the
1147 closing of the District. Upon termination as aforesaid, the Village agrees to execute and record
1148 in the Office of the Register of Deeds for Waukesha County a memorandum of termination of
1149 this Agreement, expressly setting forth the surviving provisions.

1150 L. Within ten (10) days after request therefor, the Village agrees to provide an
1151 estoppel certificate to Developer, its lenders, or any proposed purchaser of all or any part of the
1152 Property, or its lenders, stating that Developer is not in default hereunder or if Developer is in
1153 default hereunder setting forth any such defaults.

1154 M. In the event that any term or provision of this Agreement is determined to be
1155 invalid or unenforceable for any reason, then the other terms and provisions of this Agreement
1156 shall not be affected thereby and said terms and provisions shall remain in full force and effect,
1157 unless to do so would be inequitable to either party hereto.

1158 N. Village and Developer agree and acknowledge that certain of the Exhibits
1159 attached hereto are not yet final, specifically the Plans and Specifications, , and that the legal
1160 descriptions will be based on a certified survey map before this Agreement will be recorded.
1161 The parties agree and the Village authorizes the Village President and Village Clerk to execute
1162 amendments to this Agreement to reflect the updated and final Exhibits when such final Exhibits
1163 are available.

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**ARTICLE XVIII
EXCULPATION OF VILLAGE ELECTED OFFICIALS IN PERSONAL CAPACITY**

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The parties mutually agree that the President and Village Clerk of the Village of Elm Grove, 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.

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**ARTICLE XIX
RECORDATION AND TERMINATION**

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A. Recordation. This Agreement shall be effective as of the Effective Date upon the execution of this Agreement by all of the Parties and SSND. Upon such execution, an original of this Agreement shall be placed in escrow with First American Title Insurance Company (the "Title Company") with instructions to record this Agreement against the Property immediately following the recordation of the deed from SSND to Developer for the Apartment Property and prior to the recordation of any mortgage on all or any portion of the Property.

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B. Termination. This Agreement shall automatically terminate and the parties shall have no rights or obligations hereunder, except Developer's obligation to reimburse any fees then owed to the Village under Article VII, which obligation shall survive any such termination, if Developer or an affiliate has not acquired title to the Apartment Property by December 31, 2023 or if, prior to such date, Developer notifies the Village in writing that it no longer has the right to acquire the Property.

1184
1185

[Signatures on Following Pages]

IN WITNESS WHEREOF, Developer and Village have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in either one original or by original counterparts the day and year first above written.

VILLAGE:

VILLAGE OF ELM GROVE

By: Neil H. Palmer
Neil H. Palmer, Village President

ATTEST:

Sandee Policello
, Village Clerk Sandee Policello

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

Personally came before me this 29th day of March, 2022, the above-named Neil H. Palmer, Village President, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer by the Village of Elm Grove.

Subscribed and sworn to before me
this 29th day of March, 2022.



NOTARY PUBLIC, State of Wisconsin
Print Name: David DeAngelis
My Commission: 3-8-20



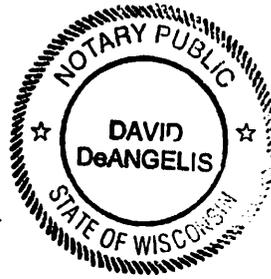
STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

Personally came before me this 29th day of March, 2022, the above-named Sandra Policello, Village Clerk, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officer by the Village of Elm Grove.

Subscribed and sworn to before me
this 29 day of March, 2022.



NOTARY PUBLIC, State of Wisconsin
Print Name: David DeAngelis
My Commission: 3-8-26



[Signatures Continued on Next Page]

[Signature Page to Development Agreement]

DEVELOPER:

CAROLINE HEIGHTS APARTMENTS LLC

By: Mandel/ Caroline Heights Apartments LLC
Its: Manager

By: BR Mandel LLC
Its: Manager

By: *Phillip Aiello*
Name: Phillip Aiello
Its: Authorized Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

Personally came before me this 29th day of March, 2022 the above-named Phillip Aiello, to me known to be the person who executed the foregoing acknowledged that he executed the same as the Manager of BR Mandel LLC, the Manager of Mandel/ Caroline Heights Apartments LLC, the Manager of Caroline Heights Apartments LLC.

Subscribed and sworn to before me
this 29th day of March, 2022

David DeAngelis
NOTARY PUBLIC, State of Wisconsin
Print Name: DAVID DeAngelis
My Commission: 3-8-26



EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

LOTS 1, 2 AND 4 OF CERTIFIED SURVEY MAP NO. 12401, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON DECEMBER 14, 2022, IN VOLUME 128 OF CERTIFIED SURVEY MAPS, PAGES 144-151, AS DOCUMENT NO. 4702106, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 20 EAST, IN THE VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN.

EXHIBIT 2
APARTMENT PROPERTY LEGAL DESCRIPTION

LOT 2 OF CERTIFIED SURVEY MAP NO. 12401, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON DECEMBER 14, 2022, IN VOLUME 128 OF CERTIFIED SURVEY MAPS, PAGES 144-151, AS DOCUMENT NO. 4702106, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 20 EAST, IN THE VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN.

EXHIBIT 3
RED BARN PARCEL LEGAL DESCRIPTION

LOT 1 OF CERTIFIED SURVEY MAP NO. 12401, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON DECEMBER 14, 2022, IN VOLUME 128 OF CERTIFIED SURVEY MAPS, PAGES 144-151, AS DOCUMENT NO. 4702106, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 20 EAST, IN THE VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN.

EXHIBIT 4
GREEN MEADOW PARCEL LEGAL DESCRIPTION

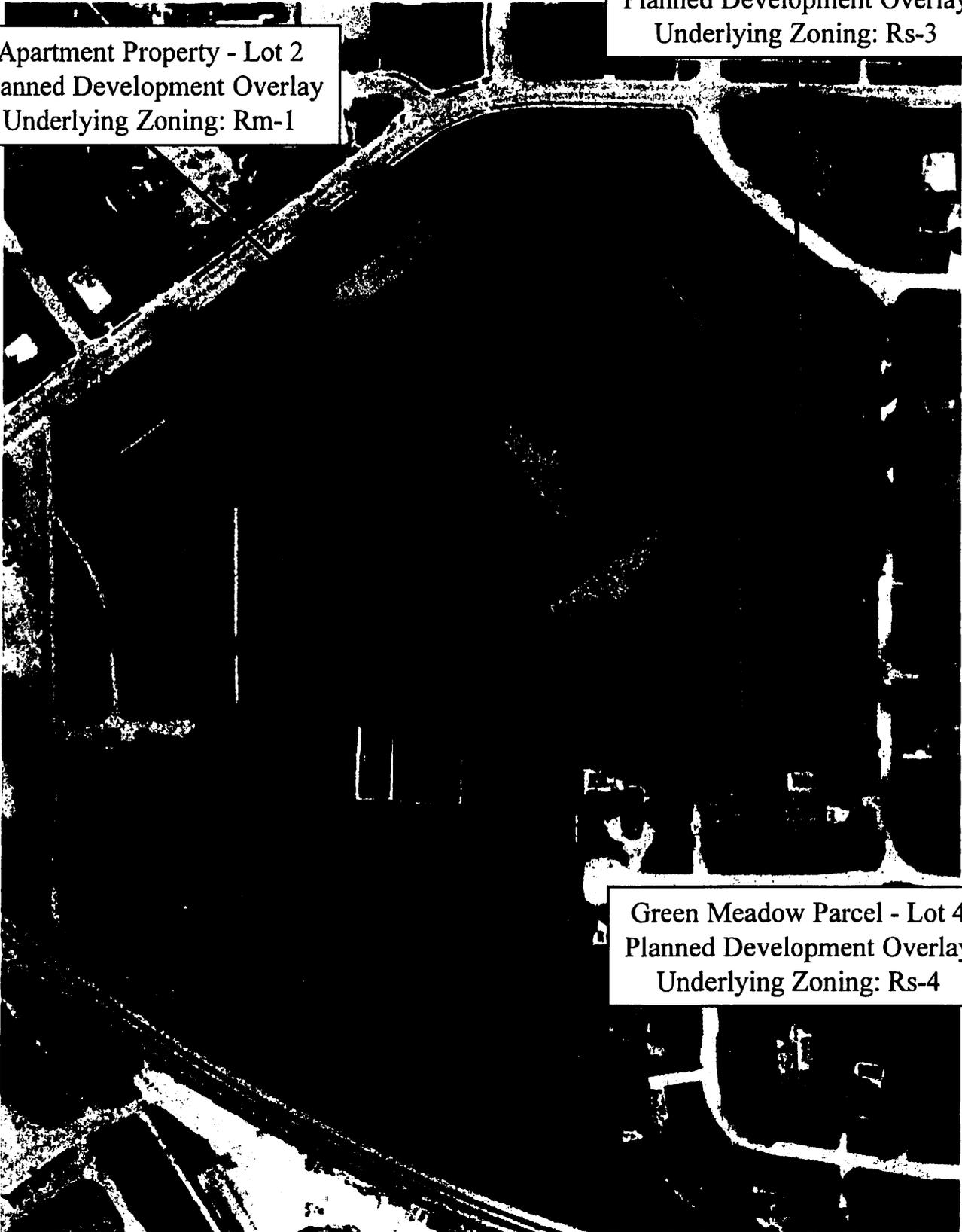
LOT 4 OF CERTIFIED SURVEY MAP NO. 12401, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON DECEMBER 14, 2022, IN VOLUME 128 OF CERTIFIED SURVEY MAPS, PAGES 144-151, AS DOCUMENT NO. 4702106, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 20 EAST, IN THE VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN.

**EXHIBIT 5
PROPERTY REZONING MAP**

EXHIBIT 5 – Property Rezoning Map

Red Barn Lane Parcel - Lot 1
Planned Development Overlay
Underlying Zoning: Rs-3

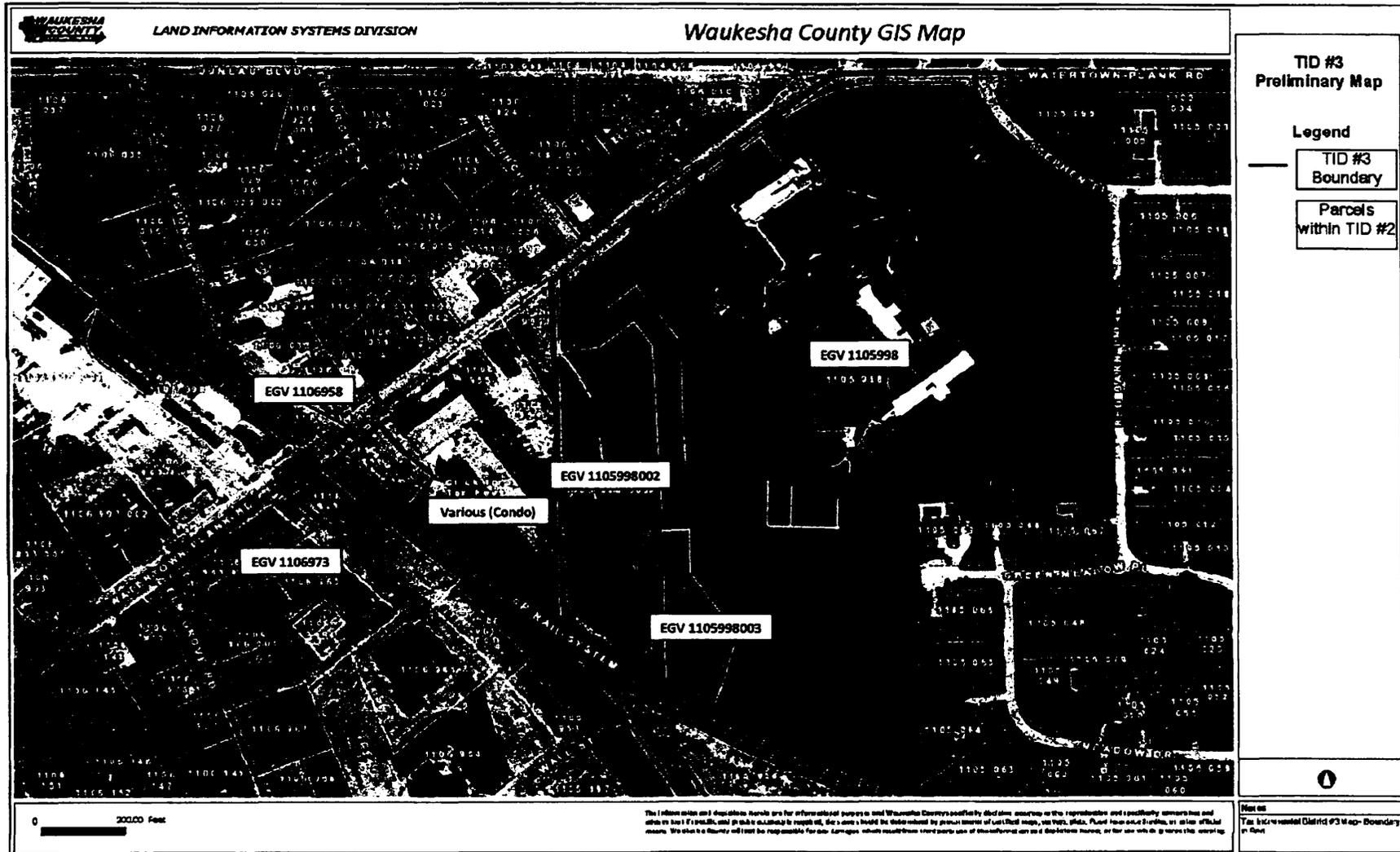
Apartment Property - Lot 2
Planned Development Overlay
Underlying Zoning: Rm-1



Green Meadow Parcel - Lot 4
Planned Development Overlay
Underlying Zoning: Rs-4

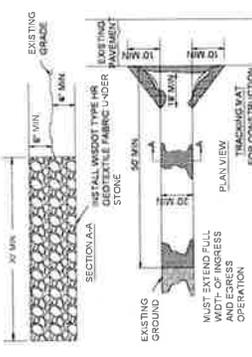
EXHIBIT 6
TIF DISTRICT LEGAL DESCRIPTION

Exhibit 6 - TIF District Legal Description

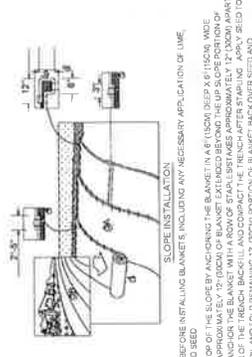


**EXHIBIT 7
PLANS AND SPECIFICATIONS**

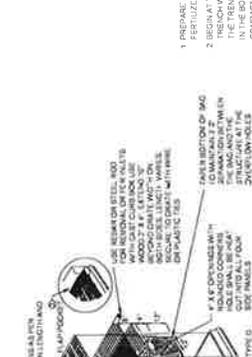
Exhibit 7 - 1



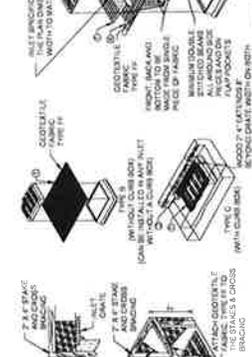
- NOTES:**
- TRACKING MATS SHALL BE INSPECTED DAILY. DEFICIENT AREAS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.
 - STONE OR LEAF OR WASHED (P-4) SHALL BE PLACED AT LEAST 12" DEEP OVER THE LENGTH AND WIDTH OF ENTRANCE.
 - SURFACE WATER SHALL BE DIRECTED AWAY FROM THE ENTRANCE. TRACKING MATS SHALL BE INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE. TRACKING MATS SHALL BE INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE. TRACKING MATS SHALL BE INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE. TRACKING MATS SHALL BE INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE.
 - LOCATION A STABILIZED CONSTRUCTION ENTRANCE SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING SHALL BE INSPECTED FOR THE ENTIRE LENGTH OF THE STABILIZED CONSTRUCTION ENTRANCE.



- NOTES:**
- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
 - BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" (FROM DEEP) 8" (FROM SHALLOW) TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES SPACED APPROXIMATELY 12" DOWN APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES SPACED APPROXIMATELY 12" DOWN APART ACROSS THE WIDTH OF THE BLANKET.
 - ROLL THE BLANKETS (A) DOWN OR (B) HORizontally ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SOIL CONTACT. BLANKETS SHALL BE STAPLED TO THE SLOPE AT 6" (FROM DEEP) 8" (FROM SHALLOW) LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING OPTI-DOT SYSTEM, STAPLES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
 - THE EDGES OF PARALLEL BLANKETS SHALL BE STAPLED TOGETHER TO PROVIDE 30% OVERLAP. OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) DOWN WITH THE COLOR OF THE STAPLE ON THE INTERIOR OF THE BLANKET. STAPLES SHALL BE PLACED THROUGH OVERLAP AREA, APPROXIMATELY 12" DOWN APART ACROSS THE BLANKET WIDTH.
 - CONSECUTIVE BLANKETS SHALL BE STAPLED TOGETHER TO PROVIDE 30% OVERLAP. STAPLES SHALL BE PLACED THROUGH OVERLAP AREA, APPROXIMATELY 12" DOWN APART ACROSS THE BLANKET WIDTH.



- NOTES:**
- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - DO NOT SOIL CONTACTS THE USE OF STAPLE OR STAPLE LENGTH IS GREATER THAN 6" (FROM DEEP) 8" (FROM SHALLOW) TO PROPERLY SECURE THE BLANKETS.
 - IF NECESSARY TO PROPERLY SECURE THE BLANKETS.



- NOTES:**
- CONTRACTOR SHALL INSPECT SILT FENCE DAILY AND REPAIR OR REPLACE AS NECESSARY TO MAINTAIN PROPER OPERATION.
 - ATTACH THE FABRIC TO THE POSTS WITH WIRE STAPLES OR WOODEN LATH AND NAILS.



- NOTES:**
- CONTRACTOR SHALL INSPECT SILT FENCE DAILY AND REPAIR OR REPLACE AS NECESSARY TO MAINTAIN PROPER OPERATION.
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 - ATTACH THE FABRIC TO THE POSTS WITH WIRE STAPLES OR WOODEN LATH AND NAILS.

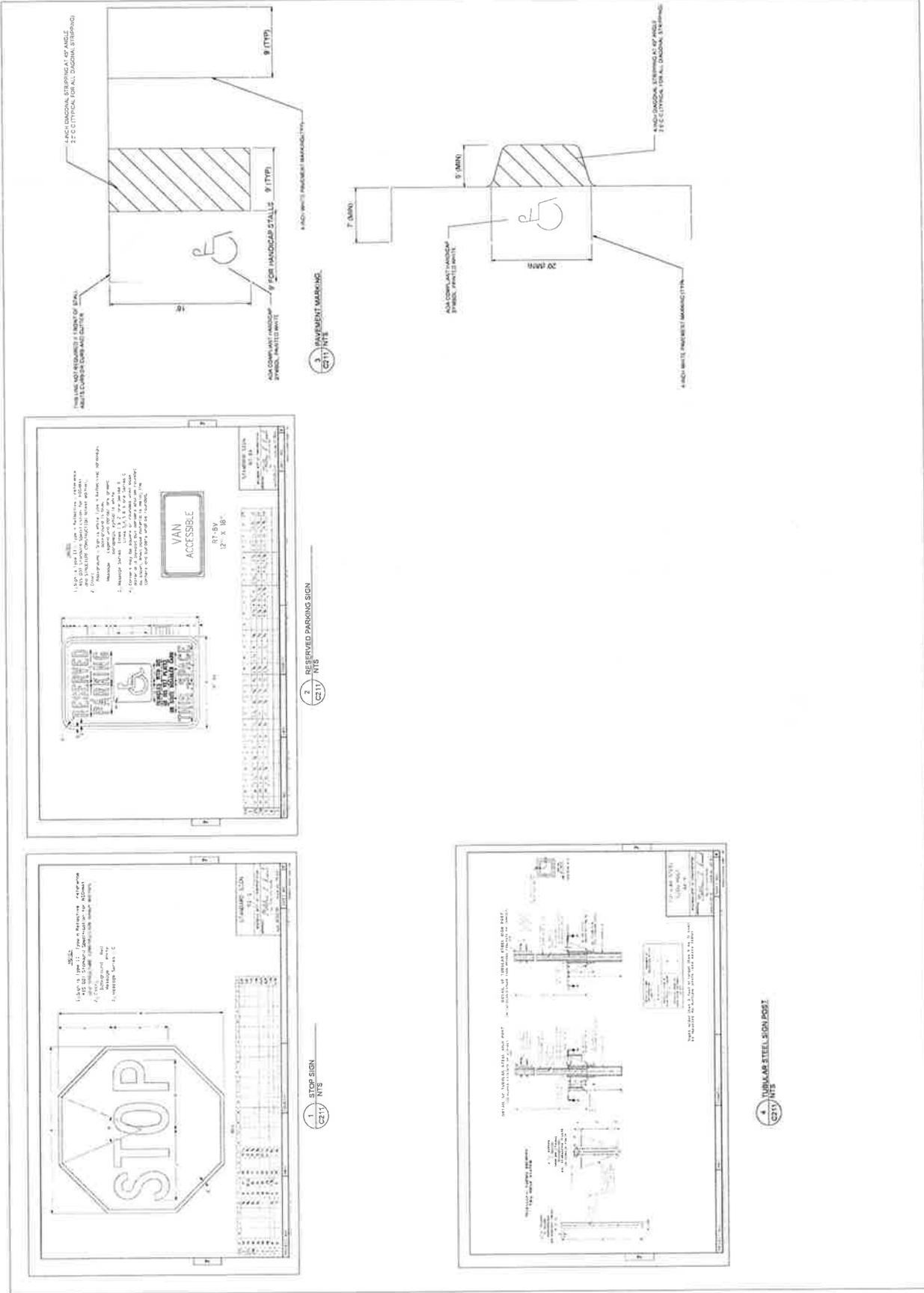
PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	08/11/21	4-13-21 (V.2)
2	08/11/21	4-13-21 (V.2)

SITE TITLE

C211

SHEET



1. SIGN SHALL BE FABRICATED IN ALUMINUM OR STAINLESS STEEL.
 2. SIGN SHALL BE MOUNTED ON A 2" X 4" POST.
 3. SIGN SHALL BE MOUNTED ON A 2" X 4" POST.
 4. SIGN SHALL BE MOUNTED ON A 2" X 4" POST.
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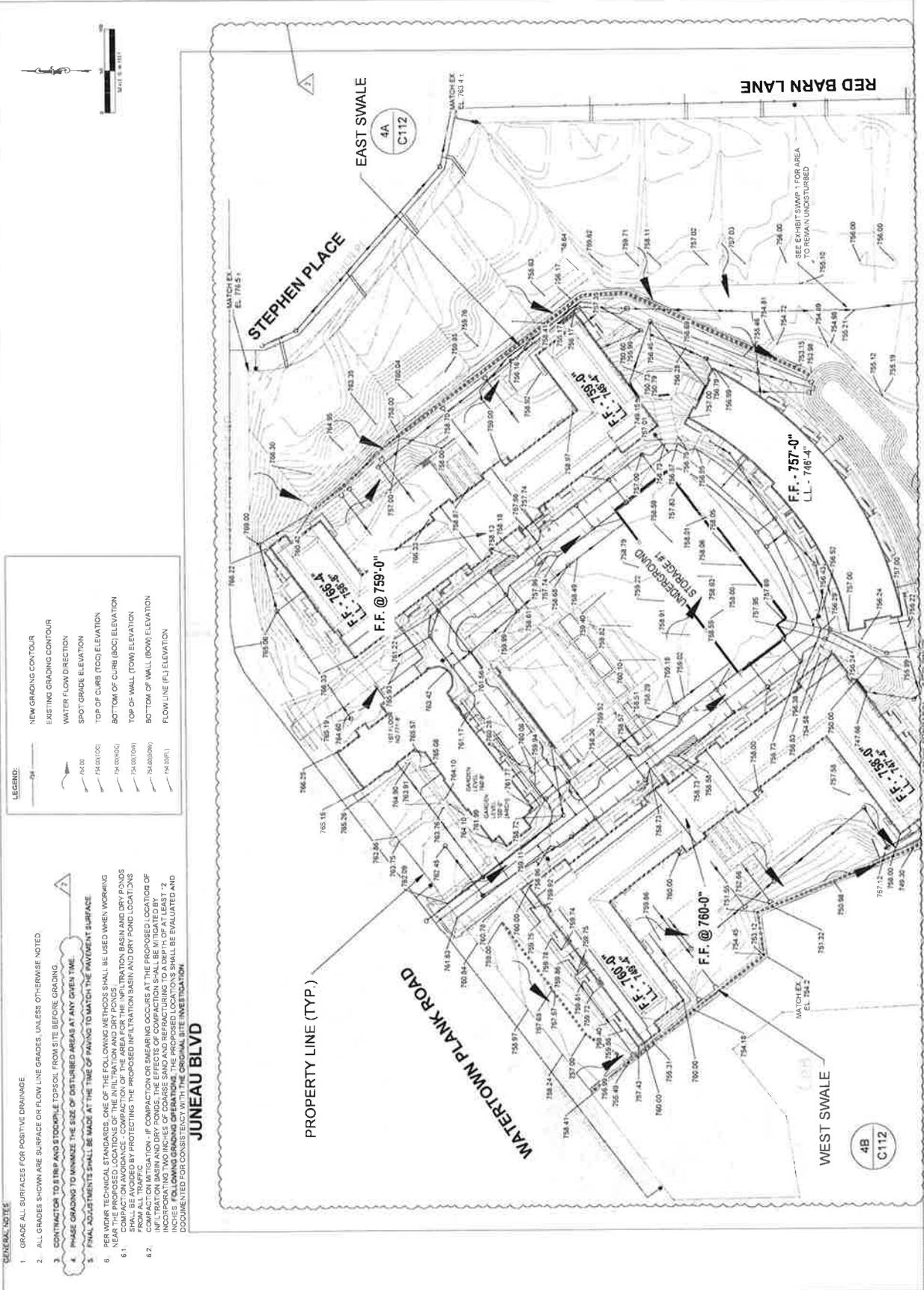
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NO.	DATE	DESCRIPTION
1	08/14/2024	ISSUED FOR PERMIT
2	08/14/2024	ISSUED FOR PERMIT
3	08/14/2024	ISSUED FOR PERMIT
4	08/14/2024	ISSUED FOR PERMIT

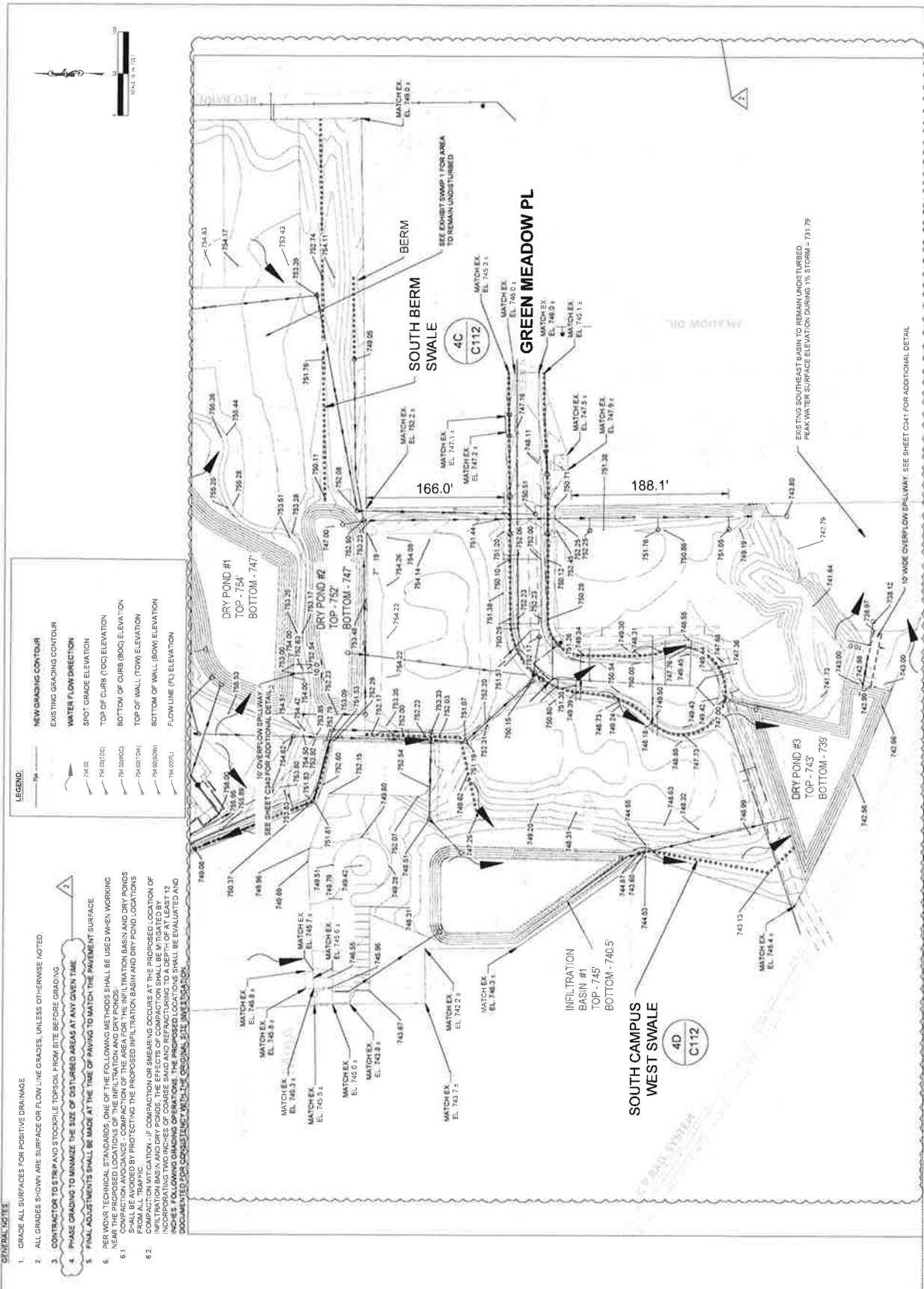
C301

GRADING PLAN NORTH



REVISION	DATE	DESCRIPTION
1	08/11/11	ISSUE FOR PERMIT
2	08/11/11	ISSUE FOR PERMIT
3	08/11/11	ISSUE FOR PERMIT
4	08/11/11	ISSUE FOR PERMIT
5	08/11/11	ISSUE FOR PERMIT
6	08/11/11	ISSUE FOR PERMIT
7	08/11/11	ISSUE FOR PERMIT
8	08/11/11	ISSUE FOR PERMIT
9	08/11/11	ISSUE FOR PERMIT
10	08/11/11	ISSUE FOR PERMIT

GRADING PLAN SOUTH
C302

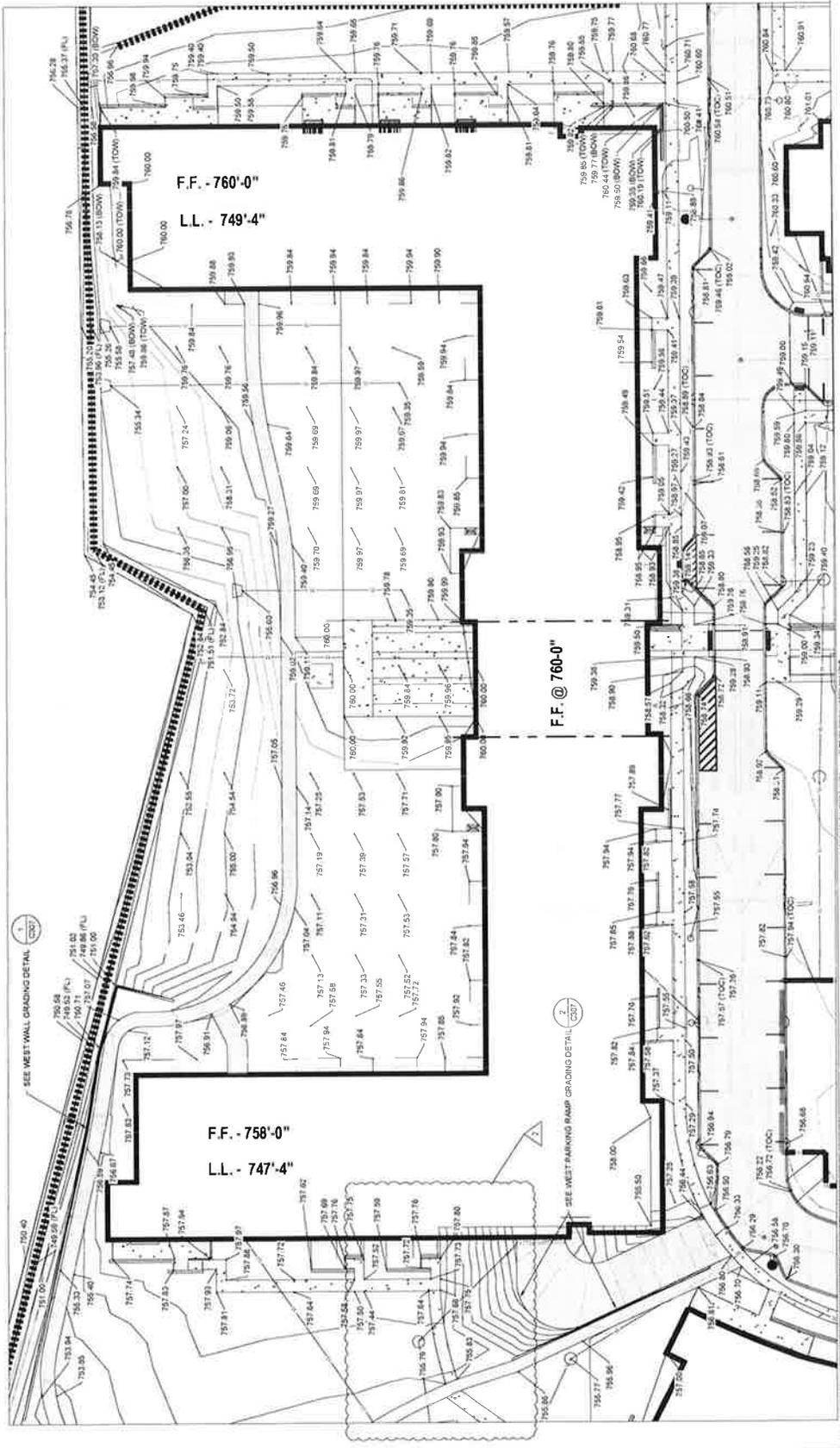


NO.	DATE	DESCRIPTION
1	08/14/24	ISSUED FOR PERMIT
2	08/14/24	ISSUED FOR PERMIT
3	08/14/24	ISSUED FOR PERMIT
4	08/14/24	ISSUED FOR PERMIT
5	08/14/24	ISSUED FOR PERMIT

- GENERAL NOTES**
- GRADE ALL SURFACES FOR POSITIVE DRAINAGE.
 - ALL GRADES SHOWN ARE SURFACE OR FLOW LINE GRADES, UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM SITE BEFORE GRADING.
 - FINAL ADJUSTMENTS SHALL BE MADE AT THE TIME OF PAVING TO MATCH THE PAVEMENT SURFACE.
 - PER MONROE TECHNICAL STANDARDS, ONE OF THE FOLLOWING METHODS SHALL BE USED WHEN WORKING NEAR THE PROPOSED LOCATIONS OF THE INFILTRATION AND DRY PONDS:
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE PROPOSED INFILTRATION BASIN AND DRY POND LOCATIONS FROM ALL TRAFFIC.
 - COMPACTION OR SHEARING OCCURS AT THE PROPOSED LOCATION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE PROPOSED LOCATIONS FROM ALL TRAFFIC.
 - INCORPORATING TWO INCHES OF COARSE SAND AND REFRACTURING TO A DEPTH OF AT LEAST 12 INCHES FOLLOWING GRADING OPERATIONS. THE PROPOSED LOCATIONS SHALL BE EVALUATED AND DOCUMENTED FOR CONSISTENCY WITH THE ORIGINAL SITE INVESTIGATION.

LEGEND:

---	NEW GRADING CONTOUR
---	EXISTING GRADING CONTOUR
---	WATER FLOW DIRECTION
---	SPOT GRADE ELEVATION
---	TOP OF CURB (TOC) ELEVATION
---	BOTTOM OF CURB (BOC) ELEVATION
---	TOP OF WALL (TOW) ELEVATION
---	BOTTOM OF WALL (BOW) ELEVATION
---	FLOWLINE - FJ ELEVATION



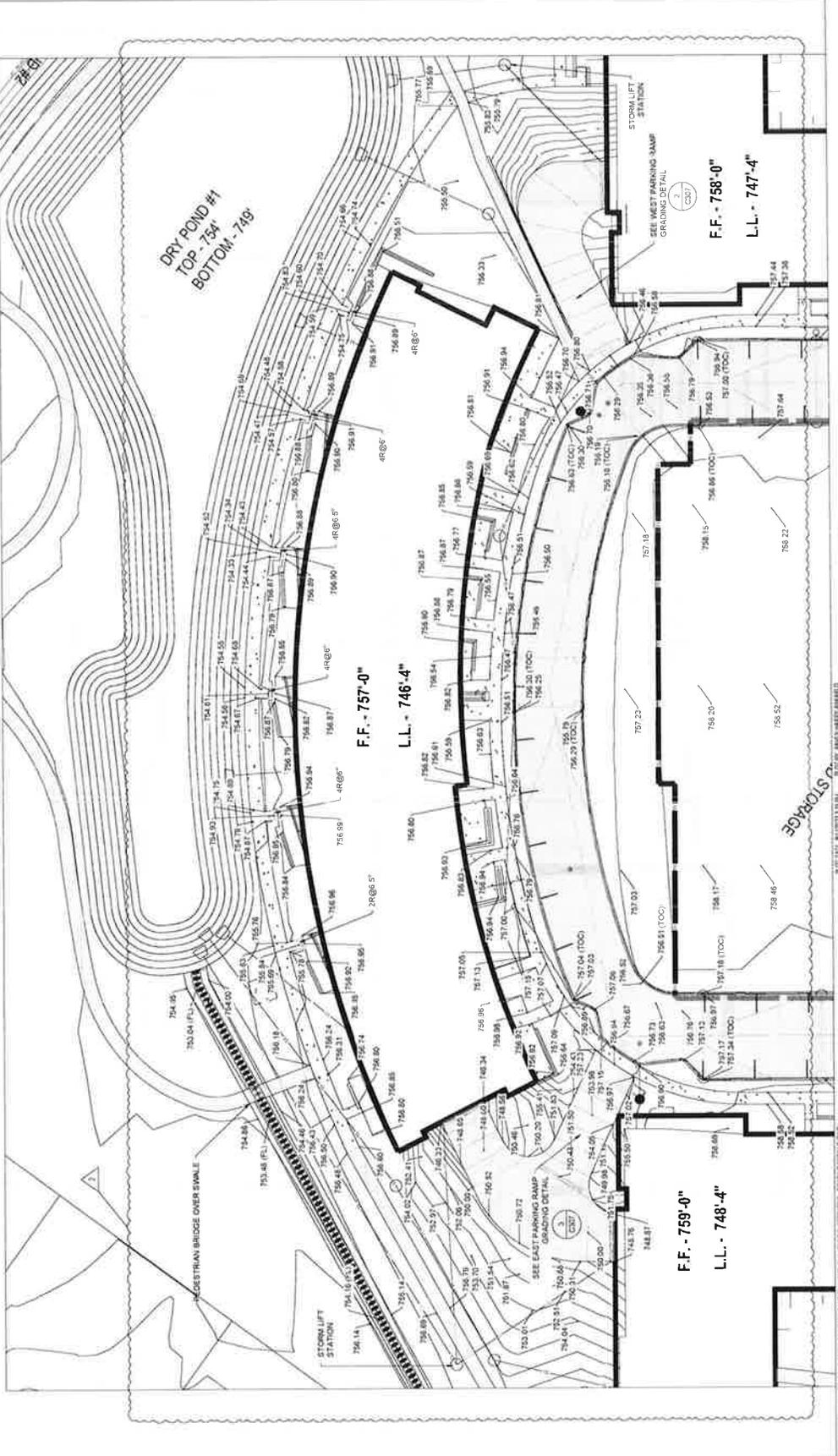
DATE: 08/14/2024
 PROJECT: CAROLINE HEIGHTS DEVELOPMENT
 DRAWING: C303



LEGEND:

	NEW GRADING CONTOUR
	EXISTING GRADING CONTOUR
	WATER FLOW DIRECTION
	SPOT GRADE ELEVATION
	TOP OF CURB (TOC) ELEVATION
	BOTTOM OF CURB (BOC) ELEVATION
	TOP OF WALL (TOW) ELEVATION
	BOTTOM OF WALL (BOW) ELEVATION
	FLOW LINE (FL) ELEVATION

- GENERAL NOTES:**
- GRADE ALL SURFACES FOR POSITIVE DRAINAGE.
 - ALL GRADES SHOWN ARE SURFACE OR FLOW LINE GRADES, UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM SITE BEFORE GRADING.
 - FINAL ADJUSTMENT SHALL BE MADE AT THE TIME OF PAVING TO MATCH THE PAVEMENT SURFACE.
 - RESUME TECHNICAL STANDARDS. ONE OF THE FOLLOWING METHODS SHALL BE USED WHEN WORKING NEAR THE PROPOSED LOCATIONS OF THE INFILTRATION AND DRY PONDS:
 1. COMPACT AND/OR COMPACTION OF THE AREA FOR THE INFILTRATION BASIN AND DRY PONDS SHALL BE AVOIDED BY PROTECTING THE PROPOSED INFILTRATION BASIN AND DRY POND LOCATIONS.
 2. COMPACT AND/OR COMPACTION OCCURS AT THE PROPOSED LOCATION OF INFILTRATION BASIN AND DRY PONDS, THE EFFECTS OF COMPACTION SHALL BE MITIGATED BY THE PROPOSED GRADING OF THE INFILTRATION BASIN AND DRY POND LOCATIONS TO A MINIMUM OF 12 INCHES FOLLOWING GRADING OPERATIONS. THE PROPOSED LOCATIONS SHALL BE EVALUATED AND DOCUMENTED FOR CONSISTENCY WITH THE ORIGINAL SITE INVESTIGATION.



C305

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT

CLIENT: MANDEL GROUP, INC.

PROJECT LOCATION: 13105 WATERLOAN PLANK RD.

PERMIT SUBMITTAL

GRADING DETAILS 33

DATE: 11/11/2019

SCALE: 1" = 10'-0"

PROJECT NO: 19000000000000000000

DATE: 11/11/2019

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT

CLIENT: MANDEL GROUP, INC.

PROJECT LOCATION: 13105 WATERLOAN PLANK RD.

PERMIT SUBMITTAL

GRADING DETAILS 33

DATE: 11/11/2019

SCALE: 1" = 10'-0"

PROJECT NO: 19000000000000000000

DATE: 11/11/2019

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT

CLIENT: MANDEL GROUP, INC.

PROJECT LOCATION: 13105 WATERLOAN PLANK RD.

PERMIT SUBMITTAL

GRADING DETAILS 33

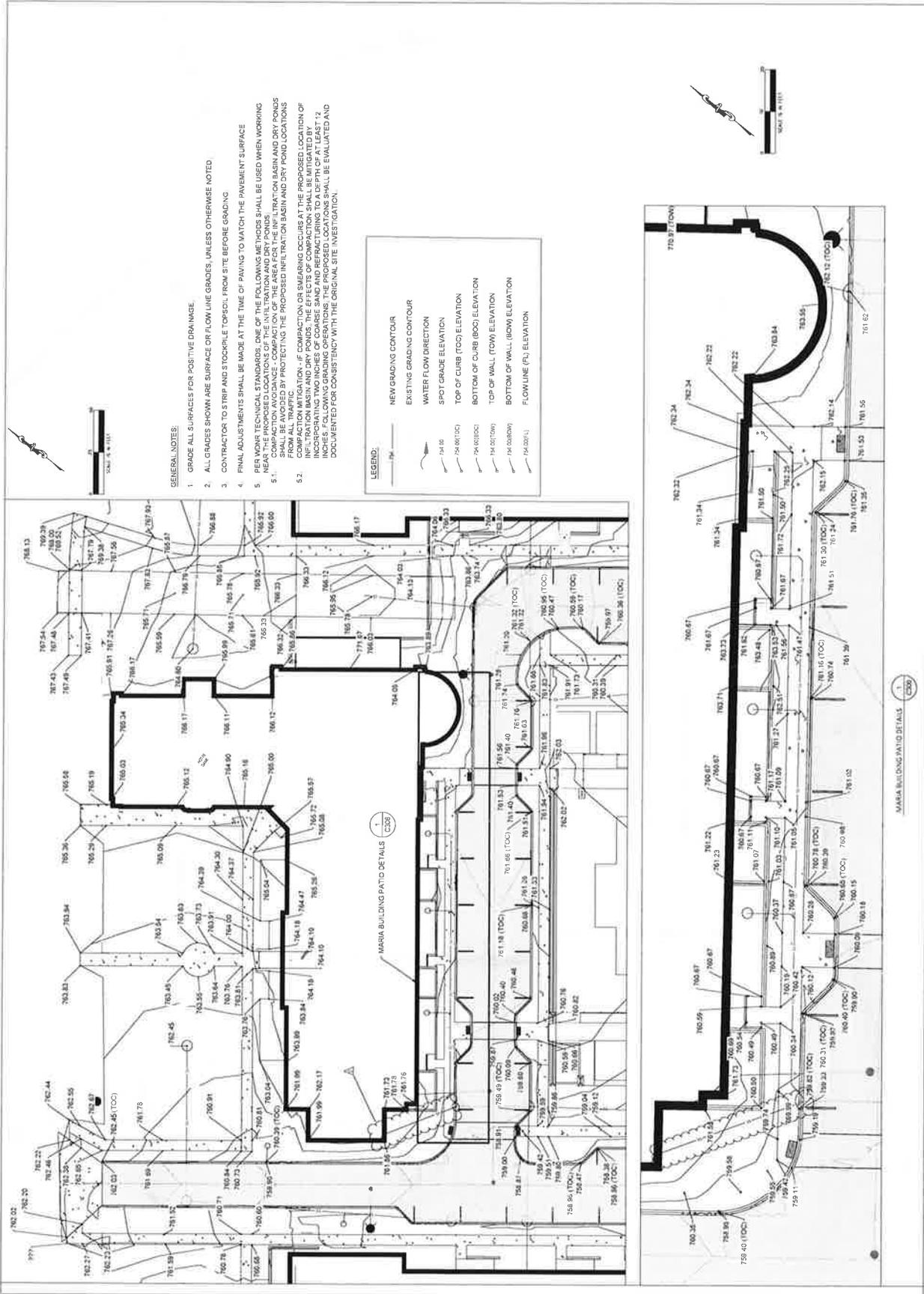
NO.	DATE	DESCRIPTION
1	08/17/17	ISSUE FOR PERMIT
2	08/17/17	ISSUE FOR PERMIT

NO.	DATE	DESCRIPTION
1	08/17/17	ISSUE FOR PERMIT
2	08/17/17	ISSUE FOR PERMIT

NO.	DATE	DESCRIPTION
1	08/17/17	ISSUE FOR PERMIT
2	08/17/17	ISSUE FOR PERMIT

C306

GRADING DETAILS NOTE
 DANIELBARKA



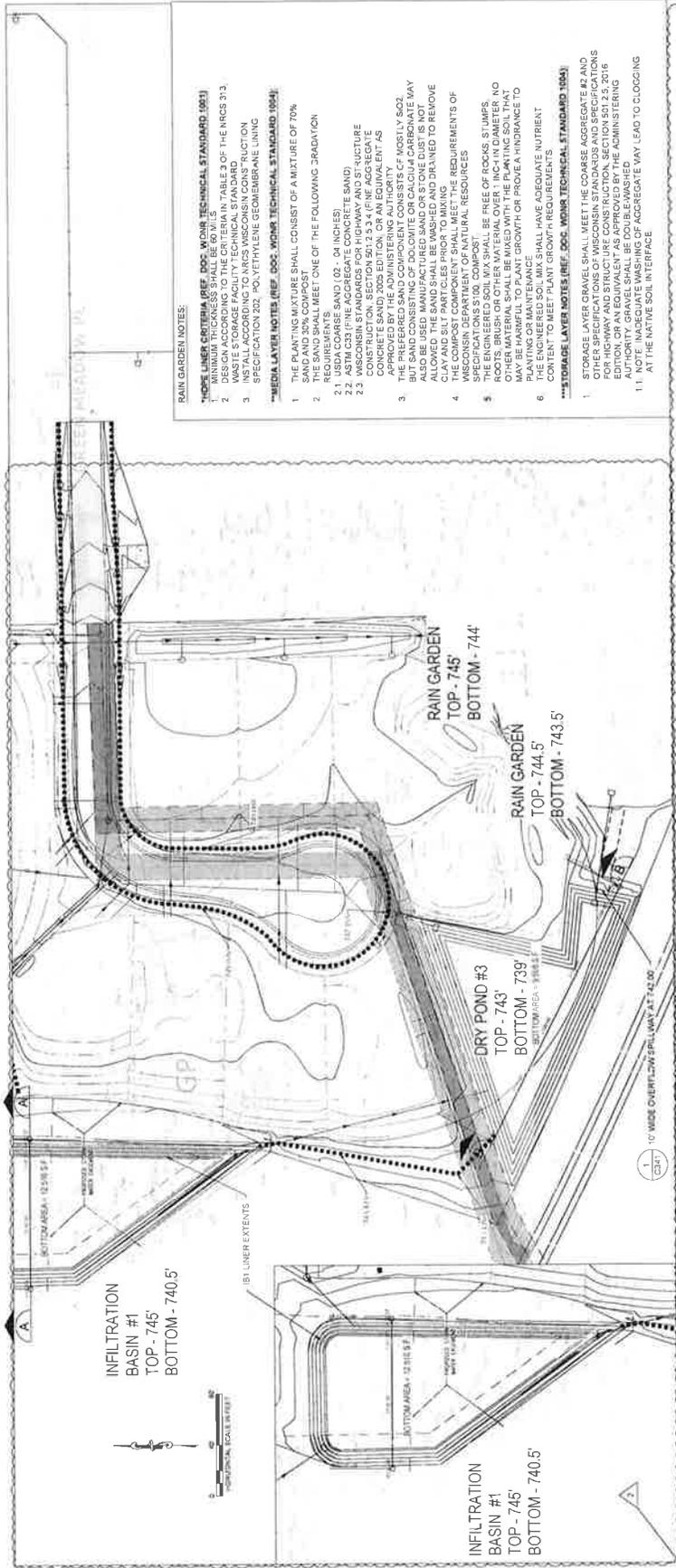
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 2. ALL GRADES SHOWN ARE SURFACE OR FLOW LINE GRADES, UNLESS OTHERWISE NOTED.
 3. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM SITE BEFORE GRADING.
 4. FINAL ADJUSTMENTS SHALL BE MADE AT THE TIME OF PAVING TO MATCH THE PAVEMENT SURFACE.
 5. PER WDMR TECHNICAL STANDARDS, ONE OF THE FOLLOWING METHODS SHALL BE USED WHEN WORKING NEAR THE PROPOSED LOCATIONS OF THE INFILTRATION AND DRY PONDS:
 - a. INFILTRATION BASIN AND DRY PONDS SHALL BE PROTECTED BY PROTECTIVE CURBS AND/OR WALLS.
 - b. INFILTRATION BASIN AND DRY PONDS SHALL BE AVOIDED BY PROTECTING THE PROPOSED INFILTRATION BASIN AND DRY POND LOCATIONS FROM ALL TRAFFIC.
 - c. CONSTRUCTION USE AREAS SHALL BE LOCATED AT THE PROPOSED LOCATION OF INFILTRATION BASIN AND DRY PONDS. THE AREAS OF CONSTRUCTION SHALL BE PROTECTED BY INCORPORATING TWO INCHES OF COARSE SAND AND REFRACTURING TO A DEPTH OF AT LEAST 12 INCHES. FOLLOWING GRADING OPERATIONS, THE PROPOSED LOCATIONS SHALL BE EVALUATED AND DOCUMENTED FOR CONSISTENCY WITH THE ORIGINAL SITE INVESTIGATION.

LEGEND:

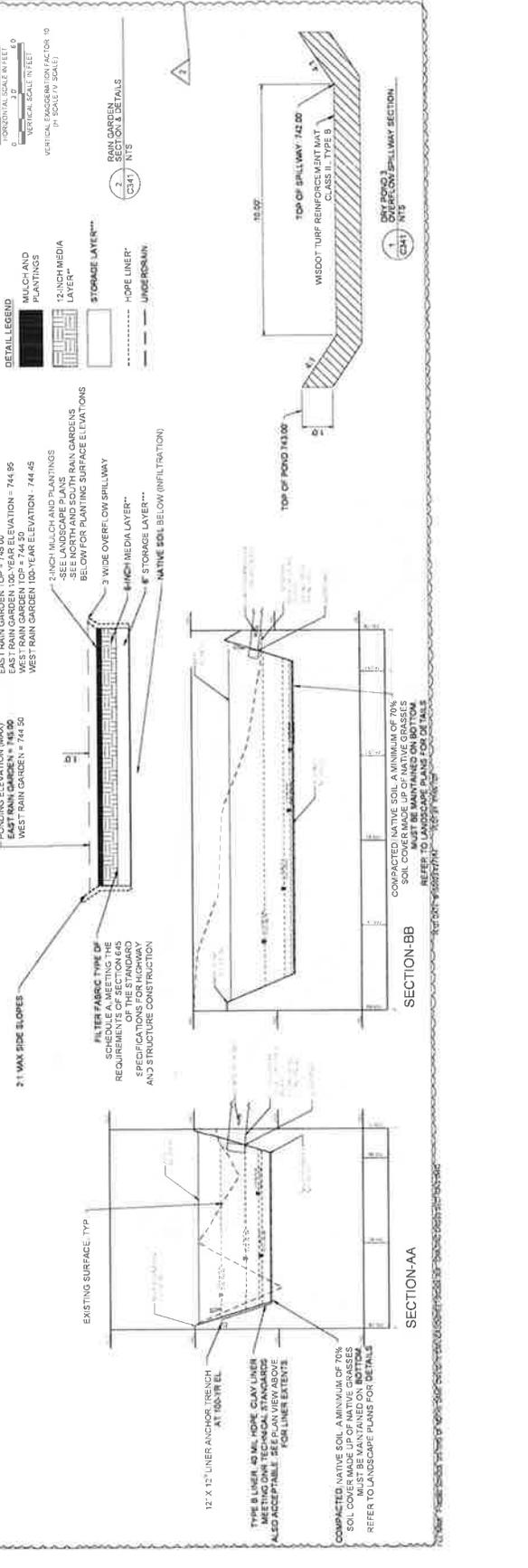
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- BOTTOM OF CURB (BOC) ELEVATION
- BOTTOM OF WALL (BOW) ELEVATION
- FLOW LINE (FL) ELEVATION

MARIA BUILDING PATIO DETAILS
 C306

1:1 SCALE FROM 10:00 AM 8/17/17 WITH DAVE ENGLISH ON CHAIRPATTIODETAILS GRADING DETAILS 306



- RAIN GARDEN NOTES:**
- 1. **HOPPE LINER CRITERIA (REF. DOC. WDMR TECHNICAL STANDARD 1003)**
 - 2. MINIMUM THICKNESS SHALL BE 60 MILS
 - 3. DESIGN ACCORDING TO THE CRITERIA IN TABLE 3 OF THE HRS 313
 - 4. DESIGN ACCORDING TO THE CRITERIA IN TABLE 3 OF THE HRS 313
 - 5. INSTALL ACCORDING TO NRCS WISCONSIN CONSTRUCTION SPECIFICATION 302. POLYETHYLENE GEOMEMBRANE LINING
- ***MEDIA LAYER NOTES (REF. DOC. WDMR TECHNICAL STANDARD 1004):**
- 1. THE PLANTING MIXTURE SHALL CONSIST OF A MIXTURE OF 70% SAND AND 30% COMPOST
 - 2. THE SAND SHALL MEET ONE OF THE FOLLOWING GRADATION REQUIREMENTS:
 - 2.1. ASTM #20 (FINE AGGREGATE CONCRETE SAND)
 - 2.2. ASTM #30 (FINE AGGREGATE CONCRETE SAND)
 - 2.3. WISCONSIN STANDARDS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 501.2.3.4 (FINE AGGREGATE SAND) AS APPROVED BY THE ADMINISTERING AUTHORITY
 - 3. THE PREFERRED SAND COMPONENT CONSISTS OF MOSTLY #60, BUT SAND CONSISTING OF DOLOMITE OR CALCIUM CARBONATE WAY ALLOWED. THE SAND SHALL BE WASHED AND DRIED TO REMOVE CLAY AND SILT PARTICLES PRIOR TO MIXING
 - 4. THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF SPECIFICATIONS 5100, COMPOST, FROM NATURAL RESOURCES
 - 5. THE ENGINEERED SOIL MIX SHALL BE FREE OF ROCKS, STUMPS, ROOTS, BRUSH OR OTHER DEBRIS WHICH MAY CAUSE ROOTS TO BE DAMAGED OR PREVENT PLANTING OR MAINTENANCE
 - 6. THE ENGINEERED SOIL MIX SHALL HAVE ADEQUATE NUTRIENT CONTENT TO MEET PLANT GROWTH REQUIREMENTS
- ***STORAGE LAYER NOTES (REF. DOC. WDMR TECHNICAL STANDARD 1004):**
- 1. STORAGE LAYER GRAVEL SHALL MEET THE COARSE AGGREGATE #2 AND #4 REQUIREMENTS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 501.2.5.2018
 - 2. STORAGE LAYER GRAVEL SHALL BE APPROVED BY THE ADMINISTERING AUTHORITY. GRAVEL SHALL BE DOUBLE WASHED TO REMOVE CLAY AND SILT PARTICLES PRIOR TO MIXING
 - 3. STORAGE LAYER GRAVEL SHALL HAVE ADEQUATE NUTRIENT AT THE NATIVE SOIL INTERFACE



PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 MILWAUKEE, WI 53122

NO.	DATE	DESCRIPTION
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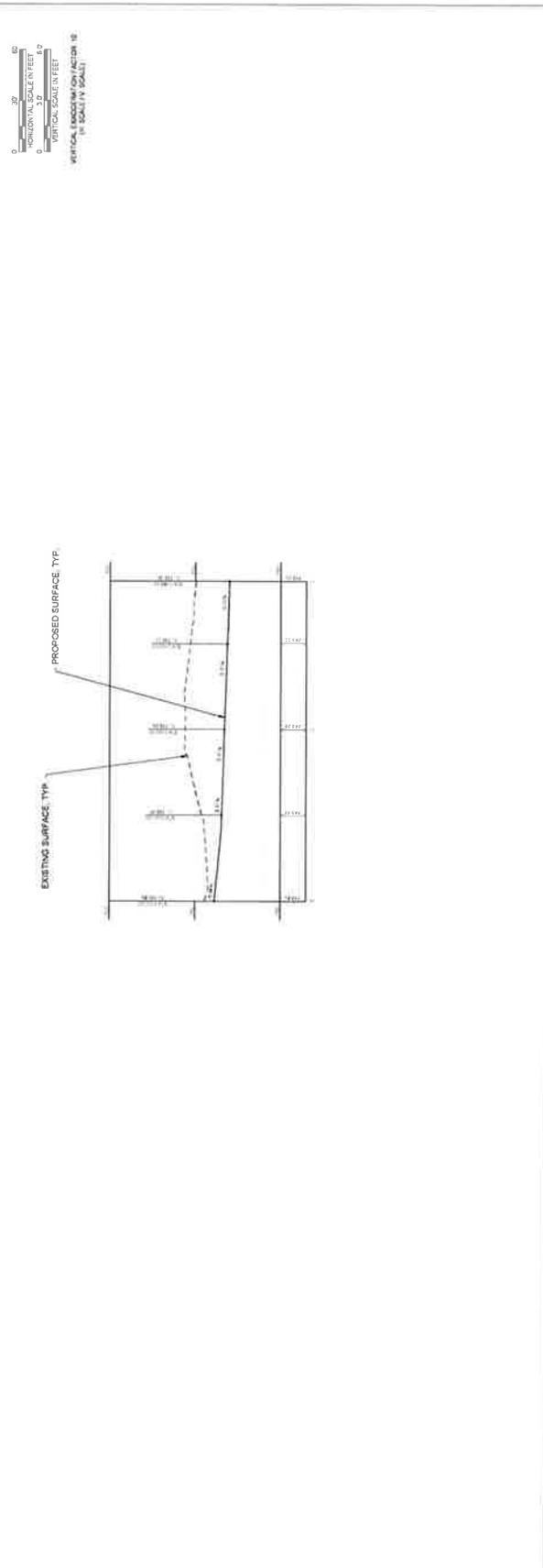
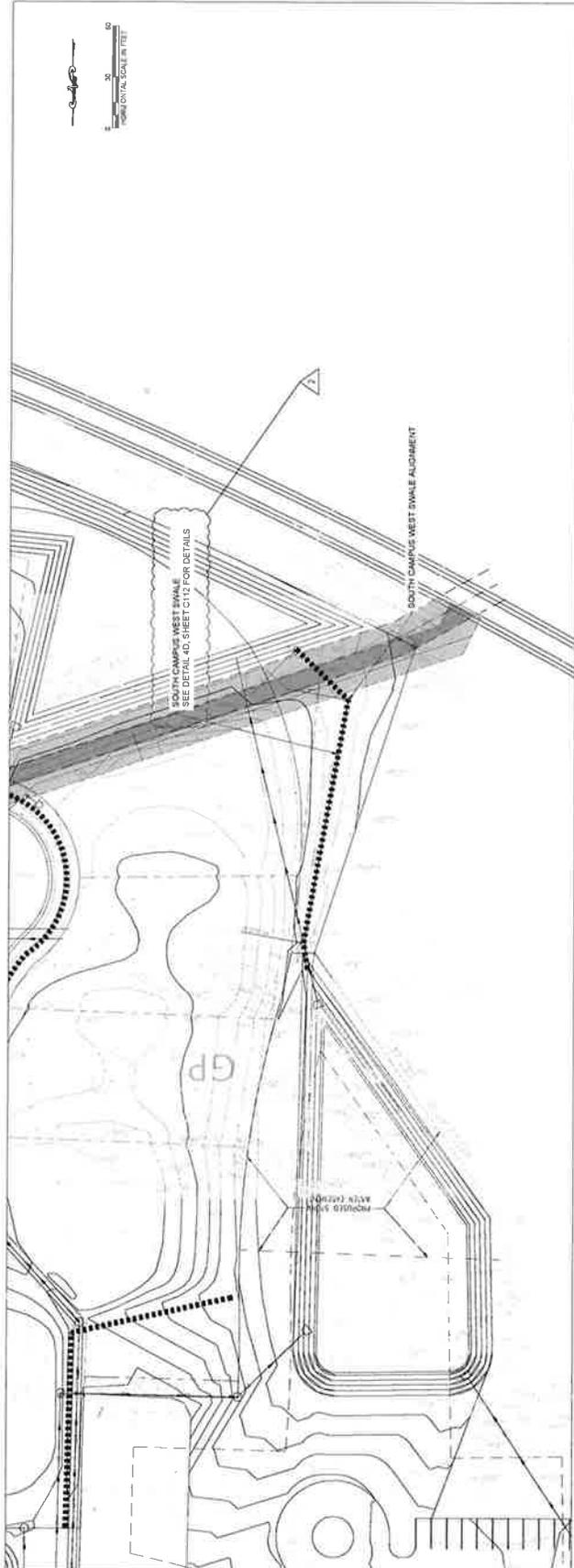
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NO.	DATE	DESCRIPTION
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2	08/17/21	4/13/2021 (A)

SOUTH CAMPUS WEST SWALE PLAN & PROFILE

C362

SHEET NO.



PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

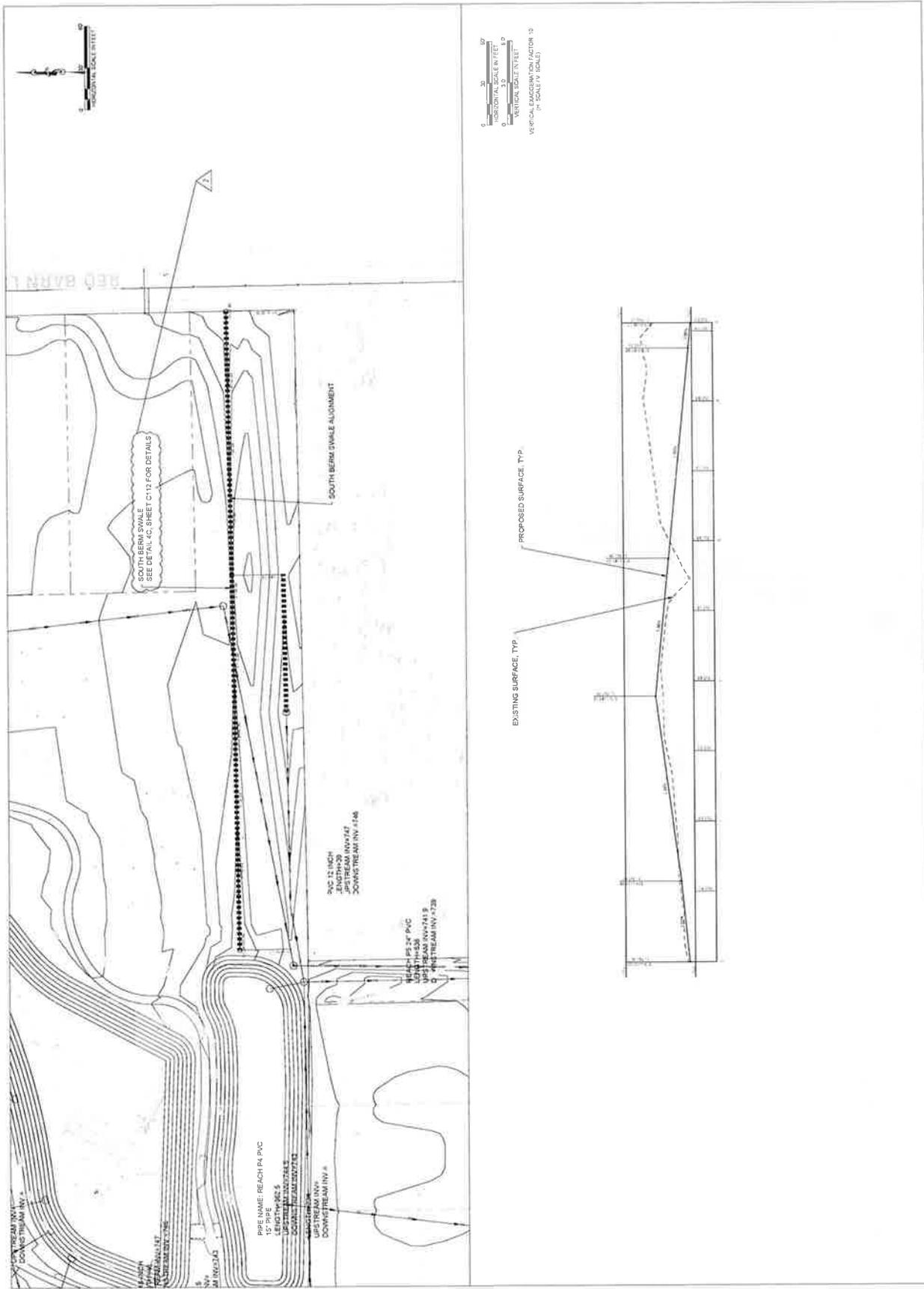
REVISION	DATE	DESCRIPTION
1	08/23/21	8.13.21 (V.1)
2	12/1/21	8.13.21 (V.2)

DATE	08/23/21
DESIGNED BY	SK
CHECKED BY	SK
SCALE	AS SHOWN

DATE	08/23/21
DESIGNED BY	SK
CHECKED BY	SK
SCALE	AS SHOWN

C363

SOUTH BERM SWALE PLAN & PROFILE



11) USE THESE BOOKS, STREETS, RIVERS AND CITIES TO LOCATE THIS DRAWING. 11) USE THESE BOOKS, STREETS, RIVERS AND CITIES TO LOCATE THIS DRAWING.

GENERAL NOTES:

- PIPE LENGTHS ARE TO CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.
- SEWER INSTALLATION SHALL PROCEED FROM DOWNSTREAM TO UPSTREAM.
- CONTRACTOR SHALL ADJUST ALL EXISTING AND NEW UTILITY CASTINGS, MANHOLES, CLEANOUTS, AND ACCESS BORES TO PROPOSED GRADING.
- CONNECT PUBLIC SANITARY SERVICE IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF ELM GROVE SPECIFICATIONS.

- MAINTAIN PROPER DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
- SANITARY LATERALS SHALL BE PVC (ASTM D 3025, 609 3/4" IN CONFORMANCE WITH SECTION 8.10.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, CURRENT EDITION.
- FOR WATER SERVICES LARGER THAN 2-INCH DIAMETER, MATERIAL SHALL BE DUCTILE IRON, AWWA C-91, CLASS 52, WITH CEMENT LINING.

- FOR WATER SERVICES LESS THAN 2-INCH DIAMETER, MATERIAL SHALL BE HIGH-DENSITY POLYETHYLENE (HDPE) SDR 9, COPPER TUBE SIZE CORFORMING TO AWWA C-901.
- CONTRACTOR SHALL VERIFY EXISTING PIPE INVERT, PIPE MATERIAL, PIPE SIZE AND LOCATION PRIOR TO CONSTRUCTION OF THE UTILITIES. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE ENGINEER.

- PUBLIC WATERMAIN DESIGN BY CITY OF WAUWATOSA REFER TO CITY PLANS FOR DETAILS ON PUBLIC WATERMAIN. CITY OF WAUWATOSA TO PROVIDE LATERAL STUBS TO STUB, AND PERMITTING BY SINGLE FAMILY HOME DEVELOPER.
- PUBLIC SANITARY SEWER SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH THE VILLAGE OF ELM GROVE AND DWR STANDARDS.
- PRIVATE SANITARY SEWER SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH THE DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES SPECIFICATIONS.
- MINIMUM OF 6 FEET OF COVER SHALL BE MAINTAINED OVER ALL WATER MAIN, WATER LATERALS AND HYDRANT LEADS.

- A MINIMUM OF 6.0 FEET OF COVER SHALL BE MAINTAINED OVER ALL SANITARY SEWER.
- PER NR 811.14(2) MAINTAIN A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE SANITARY STORM SEWER AND TOP OF WATER OR 6 INCHES OF VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE WATER AND TOP OF SANITARY STORM SEWER.

- PER NR 811.14(2) PUBLIC WATER MAINS SHALL BE INSTALLED 8 FEET HORIZONTALLY FROM THE PROPERTY LINE TO THE CENTERLINE OF THE WATER MAIN. THE SANITARY STORM SEWER MAIN, OR SANITARY OR STORM SEWER MANHOLE, REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL DETAILS.
- PROVIDE TRACER WIRE FOR WATER, SANITARY SEWER AND STORM SEWER. SEE SPECIFICATIONS. PROVIDE WARNING TAPE FOR WATER, SANITARY AND STORM SEWER PLACED 24 INCHES BELOW FINISHED GRADE. SEE SPECIFICATIONS.

- CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING TRAFFIC CONTROL PLANS FOR UTILITIES CONNECTIONS IN THE EXISTING PUBLIC RIGHT-OF-WAY.
- CONTRACTOR SHALL VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES BEFORE CONSTRUCTION.
- CONTRACTORS SHALL SUPPORT AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

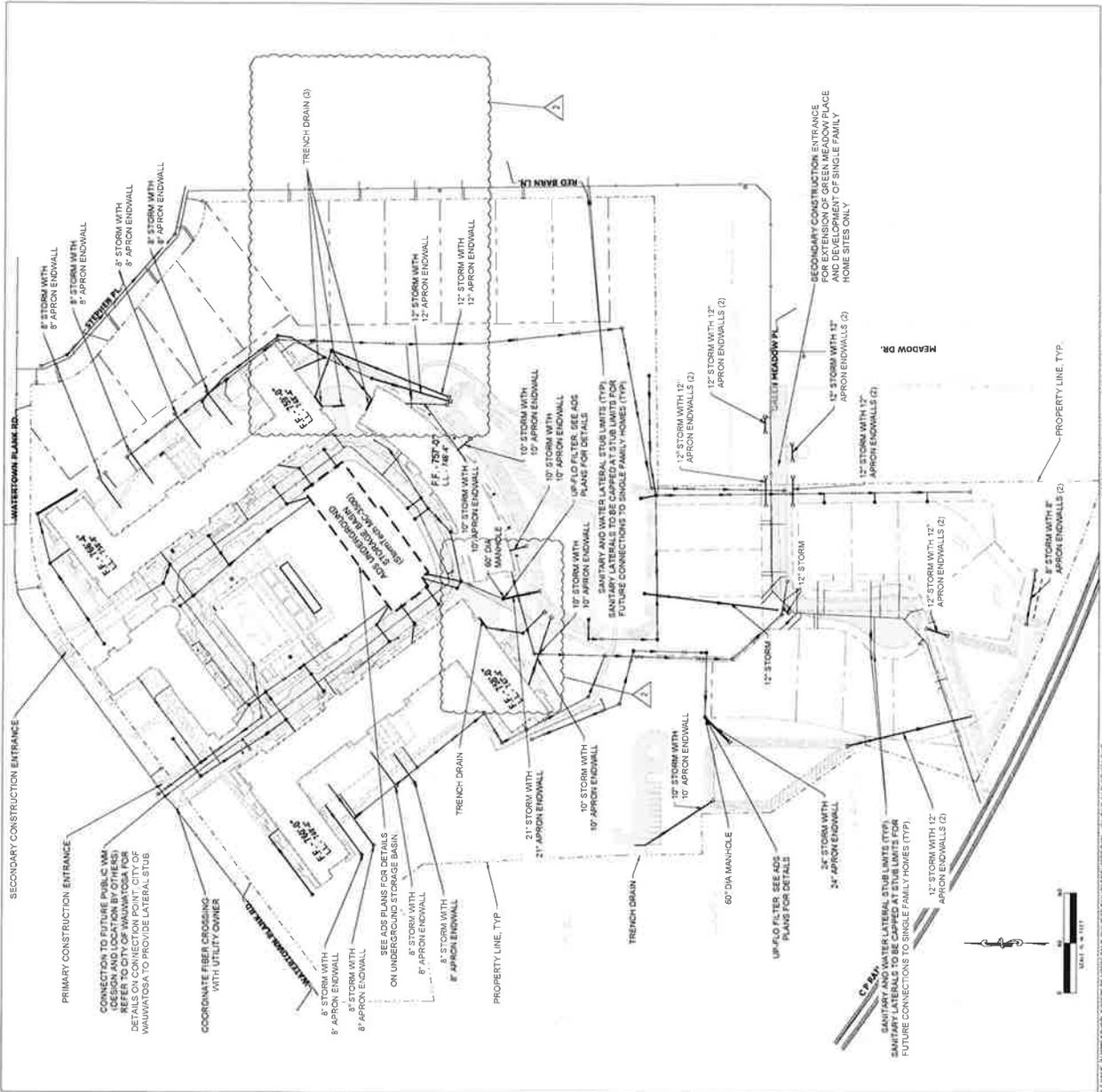
- REFER TO SHEET C400 FOR DOWNSPOUT AND ROOF OVERFLOW PLAN.
- REFER TO STORM SEWER, SANITARY SEWER, AND WATERMAIN PLAN SHEETS.

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
PERMIT SUBMITTAL
CLIENT: MANDEL GROUP, INC.
PROJECT LOCATION: 13105 WATERTOWN PLANK RD, ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
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88	01/27/22	ALTA SURVEY #88
89	01/27/22	ALTA SURVEY #89
90	01/27/22	ALTA SURVEY #90
91	01/27/22	ALTA SURVEY #91
92	01/27/22	ALTA SURVEY #92
93	01/27/22	ALTA SURVEY #93
94	01/27/22	ALTA SURVEY #94
95	01/27/22	ALTA SURVEY #95
96	01/27/22	ALTA SURVEY #96
97	01/27/22	ALTA SURVEY #97
98	01/27/22	ALTA SURVEY #98
99	01/27/22	ALTA SURVEY #99
100	01/27/22	ALTA SURVEY #100

UTILITY PLAN OVERVIEW

C400



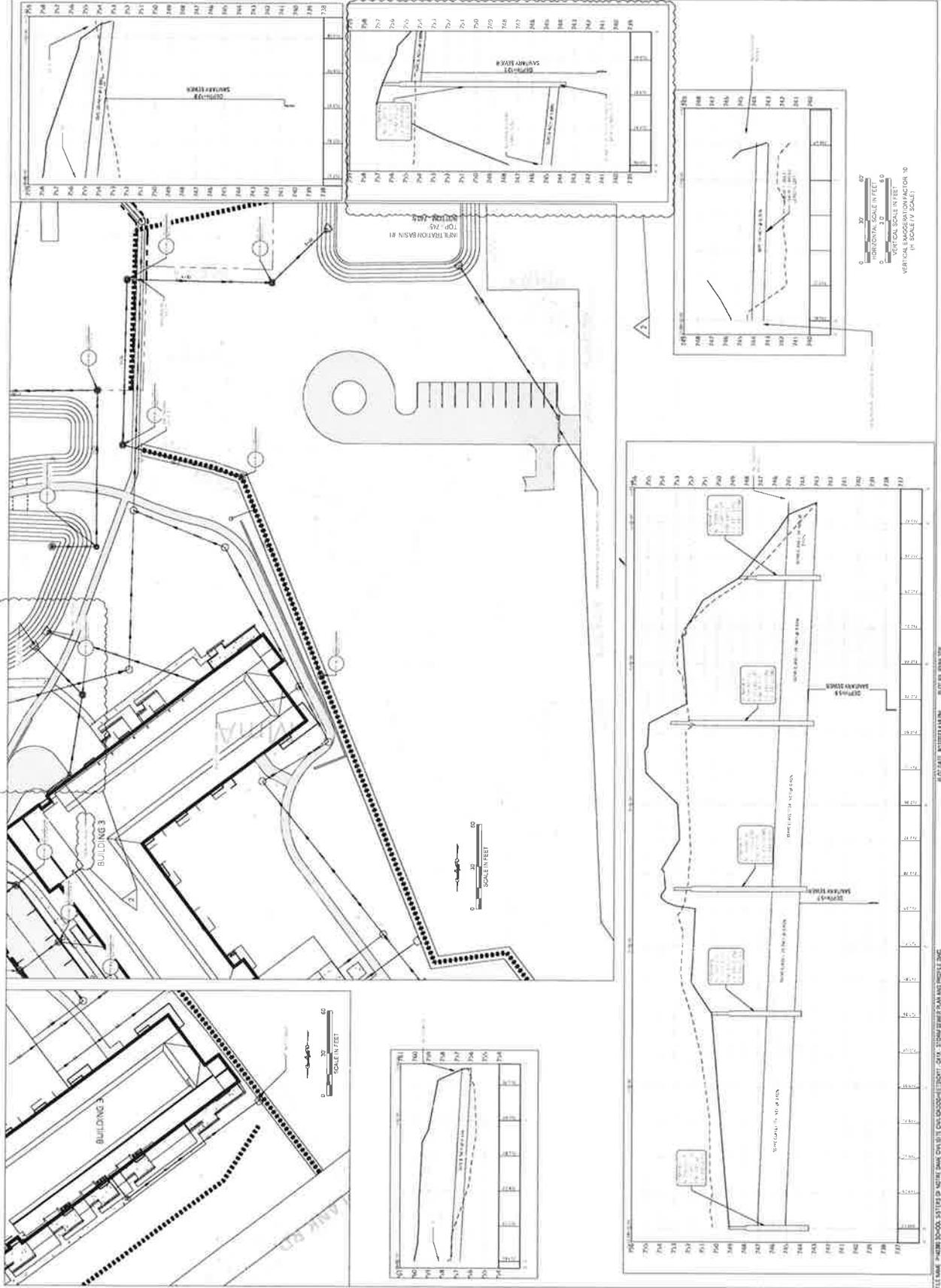
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DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT: CAROLINE HEIGHTS DEVELOPMENT

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/14/2024
2	ISSUED FOR PERMIT	08/14/2024

DESIGNED BY	SALE
CHECKED BY	SALE
DATE	08/14/2024
PROJECT NO.	240000000000000000
SCALE	AS SHOWN

C413

STORM SEWER PLAN & PROFILE



DATE: 08/14/2024
 PROJECT NO.: 240000000000000000
 SCALE: AS SHOWN
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD, ELM GROVE, WI 53122

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
PERMIT SUBMITTAL
CLIENT: MANDEL GROUP, INC.
PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
ELM GROVE, WI 53122

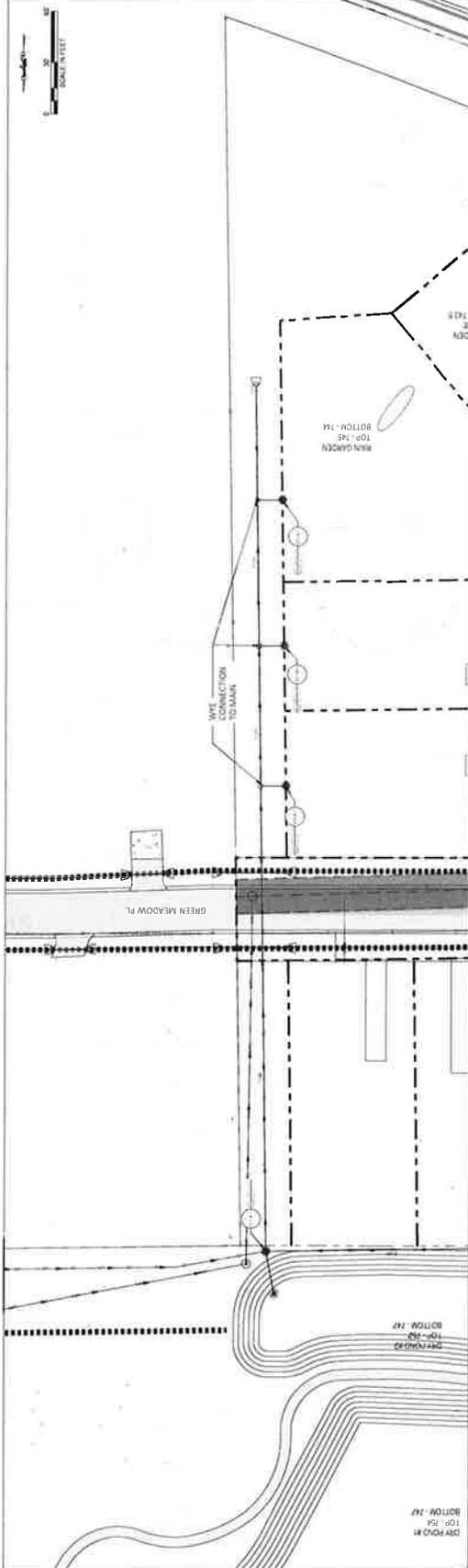
NO.	DATE	DESCRIPTION
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2	08/15/17	ISSUE FOR PERMIT

DESIGNED BY	SAI
CHECKED BY	SAI
DATE	08/15/17

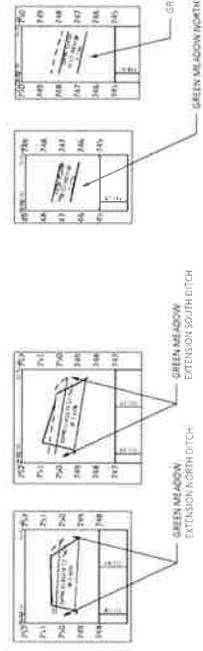
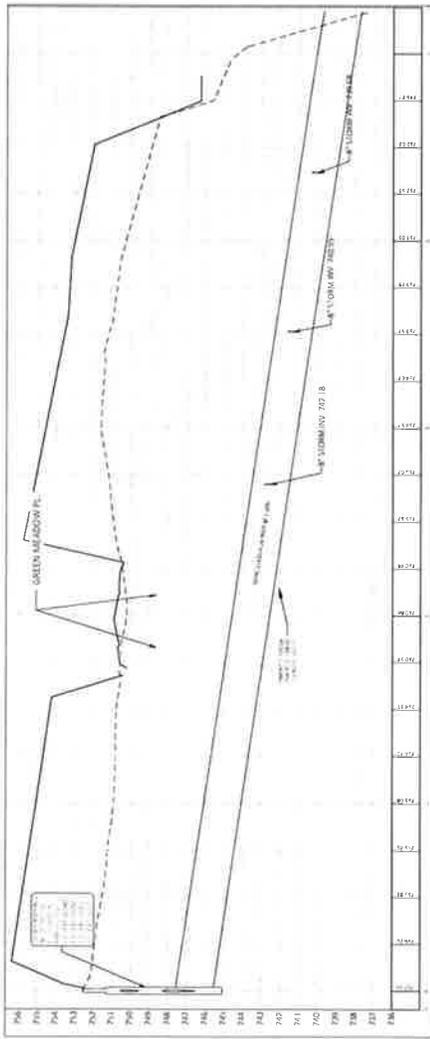
STORM SEWER PLAN & PROFILE

C416

SHEET 10

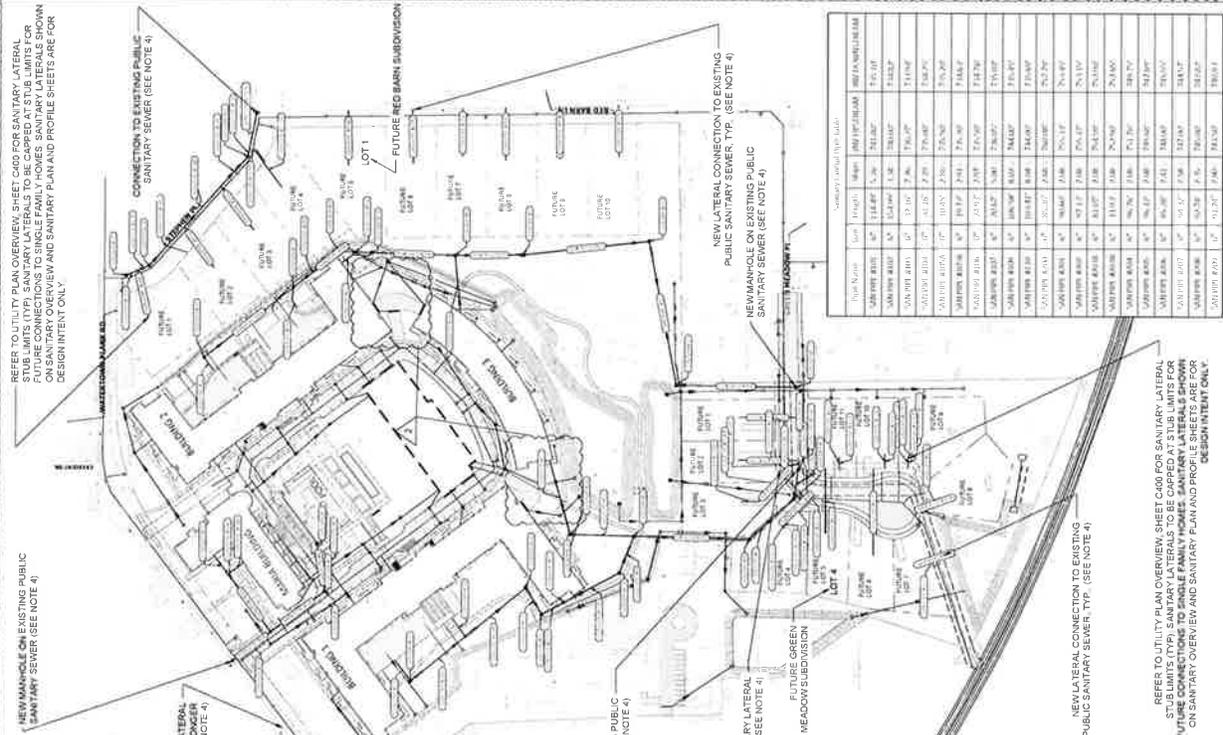


0 30 60
HORIZONTAL SCALE: IN FEET
VERTICAL SCALE: IN FEET
VERTICAL EXAGGERATION FACTOR: 10
(IN CLOSURE SCALE)



ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUAL OF PRACTICE FOR THE PROFESSION OF CIVIL ENGINEERS, AS PUBLISHED BY THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF WISCONSIN.

- GENERAL NOTES:**
- PIPE LENGTHS ARE TO CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED
 - SEWER INSTALLATION SHALL PROCEED FROM DOWNSTREAM TO UPSTREAM
 - CONTRACTOR SHALL ADJUST ALL EXISTING AND NEW UTILITY CASTINGS, MANHOLES, CLEANOUTS, AND ACCESS BOXES TO PROPOSED GRADING.
 - CONNECT SANITARY SERVICE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY.
 - IF SANITARY CONNECTIONS ARE MADE IN PIPES, ALL SEALS TO BE ABANDONED PER SECTION 222 OF THE VILLAGE CODE. THE EXISTING SANITARY LATERAL WILL NEED TO BE SEVERED FROM THE MAIN AND A WATERTIGHT SEAL PLACED AT THE MAIN CONNECTION. THE ABANDONMENT WILL NEED TO BE INSPECTED AND NEW LATERAL CONNECTIONS MAY BE MADE ANYWHERE ALONG THE SEWER MAIN EXCEPT THE NEW LATERAL MAY NOT BE DIRECTLY CONNECTED TO A SEWER MANHOLE OR WITHIN 10 FEET OF A SEWER MANHOLE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING SANITARY SEWER WILL ALSO NEED TO BE WATERTIGHT INSPECTED AND TESTED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS.
 - NEW SEWER MAIN CONNECTIONS TO EXISTING MANHOLES WILL NEED TO BE WATER WORKS.
 - NEW SANITARY MANHOLE ON EXISTING SANITARY SEWER WILL NEED TO BE WATER WORKS. FOLLOW DETAILS ON DRAWINGS.
 - SEWER SLURRY BACKFILL WILL BE REQUIRED FOR EXCAVATIONS UNDER THE ROAD PAVEMENT WITH PAVEMENT REPLACEMENT IN KIND.
 - MAINTAIN PROPER DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
 - REFER TO VILLAGE SPECIFICATION FOR SANITARY SEWERAGE FOR LIST OF SUBMITTALS RELATED TO SANITARY SEWER CONSTRUCTION.
 - PVC SDR 26 SHALL BE UTILIZED FOR SANITARY SEWER PIPING.
 - ALL CONNECTIONS SHALL BE WATER TIGHT.
 - THE CONTRACTOR SHALL ALLOW VILLAGE TO WITNESS SEAL TESTING.
 - IF THE CONTRACTOR HAS ANY CONCERNS REGARDING THE PROPOSED SANITARY SEWER SYSTEM, THE CONTRACTOR SHALL VERIFY EXISTING PIPE INVERT, PIPE MATERIAL, PIPE SIZE AND LOCATION BEFORE CONSTRUCTION OF THE UTILITIES. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE OWNER.
 - SANITARY SEWER SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH THE VILLAGE SPECIFICATIONS, THE DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES AND THE MUNICIPALITY.
 - A MINIMUM OF 6 FEET OF COVER SHALL BE MAINTAINED OVER ALL SANITARY SEWER.
 - PER NR 811.74(2) MAINTAIN A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE SANITARY/STORM SEWER AND TOP OF WATER MAIN OR 6 INCHES OF VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE WATER MAIN AND TOP OF SANITARY/STORM SEWER.
 - PER NR 811.74(2) PUBLIC WATER MAINS SHALL BE INSTALLED 6 FEET HORIZONTALLY CENTER TO CENTER FROM ANY EXISTING OR PROPOSED SANITARY SEWER MAIN, STORM SEWER MAIN, OR WATER MAIN OR 5' OR 5' ON INLET. REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL DETAILS.
 - PROVIDE TRACER WIRE FOR SANITARY SEWER. TRACER WIRE FOR SANITARY IS GREEN. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - ALL SANITARY SEWER WITHIN THE DEVELOPMENT PROPERTY LINE, EXCLUDING SINGLE FAMILY HOME LATERALS, IS PRIVATE AND SHALL BE MAINTAINED BY THE DEVELOPER.
 - ALL SANITARY SEWER LATERALS TO BE INSTALLED ON PUSH ON WYE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING TRAFFIC CONTROL PLAN FOR WORKING WITHIN WATER TOWN PLANK ROAD RIGHT-OF-WAY. TRAFFIC PLAN SHALL BE APPROVED BY THE OWNER OF THE RIGHT-OF-WAY.



Manhole Number	Size	Depth	Flow	Flow Direction	Manhole Elevation	Manhole Diameter
MANHOLE 101	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 102	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 103	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 104	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 105	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 106	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 107	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 108	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 109	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 110	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 111	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 112	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 113	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 114	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 115	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 116	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 117	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 118	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 119	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 120	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 121	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 122	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 123	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 124	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 125	36"	1.00'	1.00	1.00	1.00	1.00
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MANHOLE 133	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 134	36"	1.00'	1.00	1.00	1.00	1.00
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MANHOLE 194	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 195	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 196	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 197	36"	1.00'	1.00	1.00	1.00	1.00
MANHOLE 198	36"	1.00'	1.00	1.00	1.00	1.00
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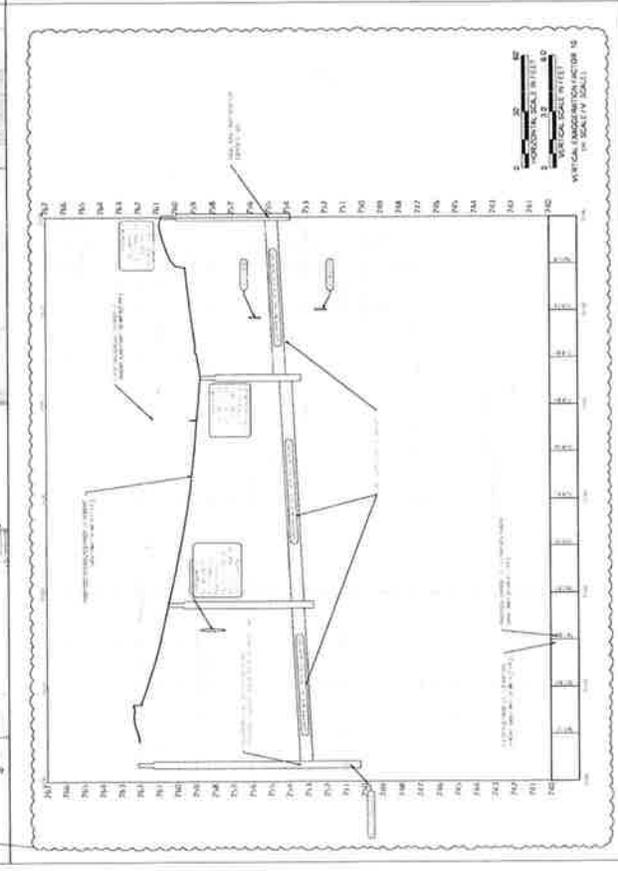
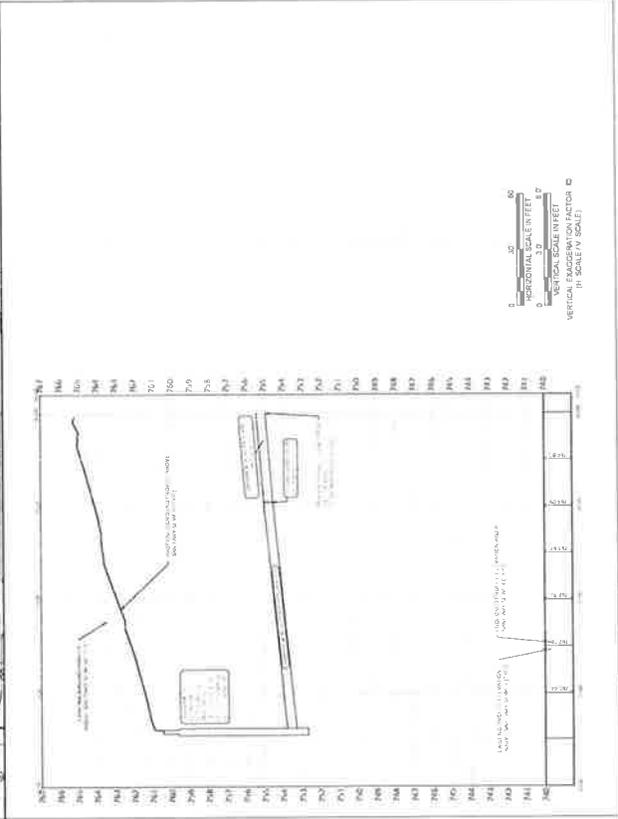
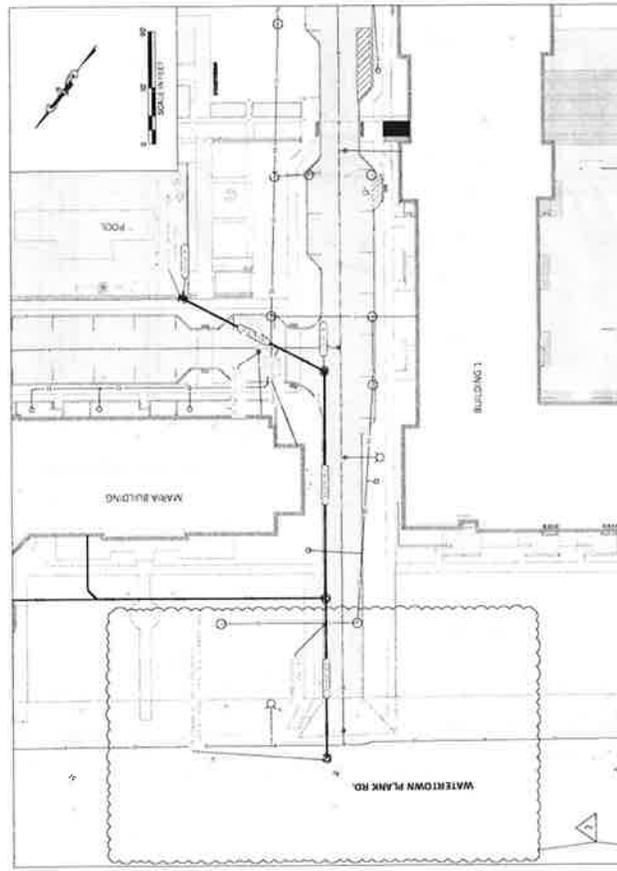
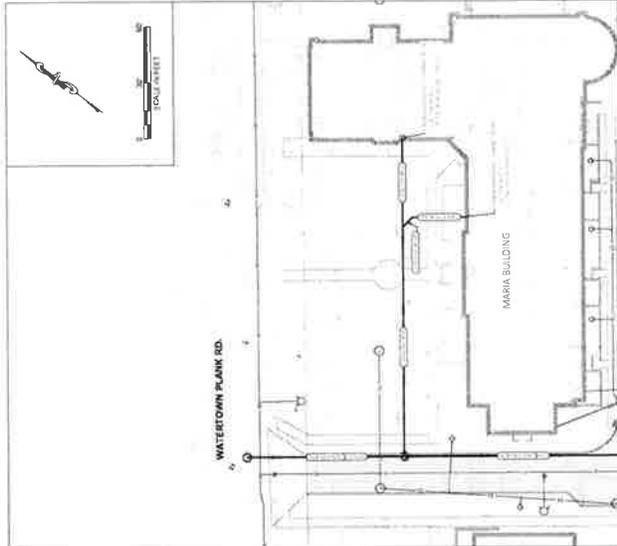
C440

LEGEND

- NEW SANITARY SEWER
- SANITARY MANHOLE
- NEW PAVEMENT SURFACE

PLAN & PROFILE NOTES:

1. REFER TO SHEET C441, SANITARY SEWER OVERVIEW PLAN FOR GENERAL NOTES AND PIPES & STRUCTURES TABLES.
2. PIPE LENGTHS ON PLAN AND PROFILE SHEETS ARE ROUNDED UP TO NEAREST WHOLE FOOT.
3. REFER TO FLUISING PLANS FOR BUILDING CONNECTION DETAILS.



0 10 20 30 40 50 60
 HORIZONTAL SCALE IN FEET
 0 1 2 3 4
 VERTICAL SCALE IN FEET
 1" = 4' SCALE IN PROFILE
 1/4" = 10' SCALE IN PLAN

0 10 20 30 40 50 60
 HORIZONTAL SCALE IN FEET
 0 1 2 3 4
 VERTICAL SCALE IN FEET
 1" = 4' SCALE IN PROFILE
 1/4" = 10' SCALE IN PLAN

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
PERMIT SUBMITTAL
CLIENT: MANDEL GROUP, INC.
PROJECT LOCATION: 13105 WATERTOWN PLANK RD
 ELM GROVE, WI 53122

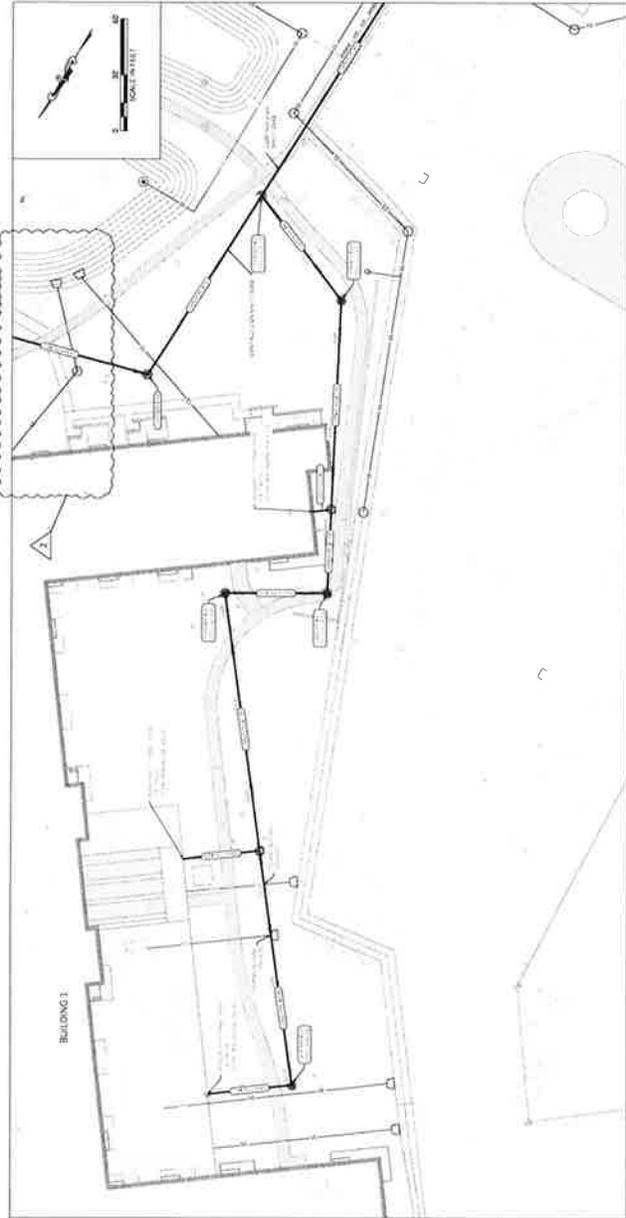
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C441

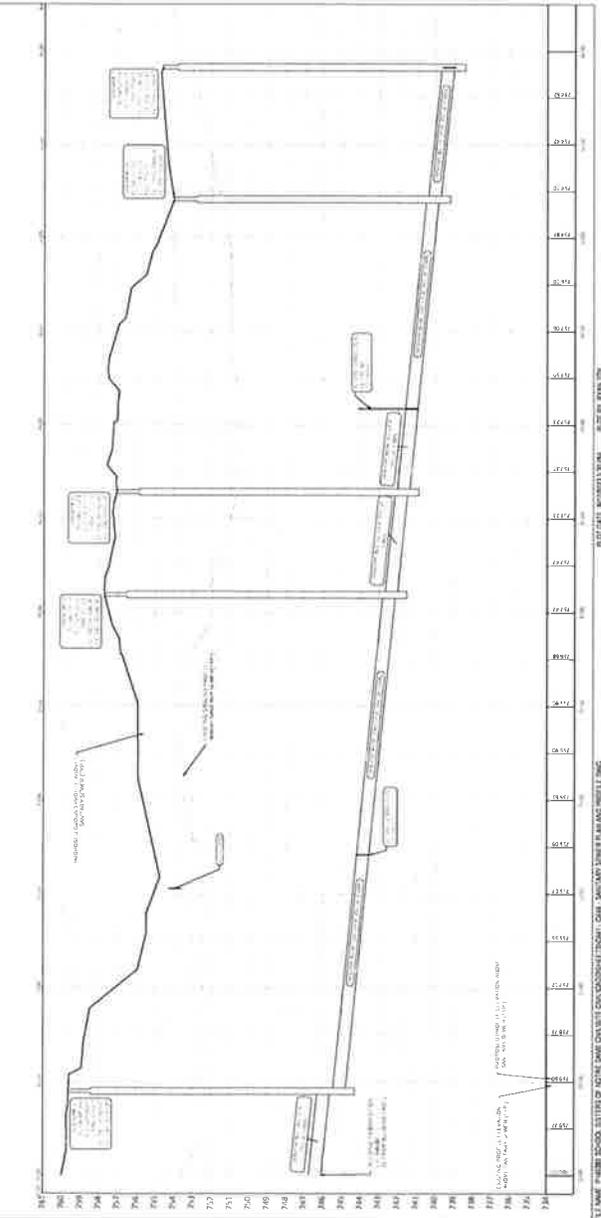
SANITARY SEWER PLAN & PROFILE

LEGEND

- NEW SANITARY SEWER
- SANITARY MANHOLE
- NEW PAVEMENT SURFACE



- PLAN & PROFILE NOTES:**
- REFER TO SHEET C443, SANITARY SEWER OVERVIEW PLAN FOR GENERAL NOTES AND PIPES & STRUCTURES TABLES
 - PIPE LENGTHS ON PLAN AND PROFILE SHEETS ARE ROUNDED UP TO NEAREST WHOLE FOOT
 - REFER TO PLUMBING PLANS FOR BUILDING CONNECTION DETAILS



PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT PERMIT SUBMITTAL

CLIENT: MANDEL GROUP, INC.

PROJECT LOCATION: 13105 WATERTOWN PLANK RD
 ELM GROVE, WI 53122

REVISION	DATE	DESCRIPTION
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2	07/10/2018	ISSUED FOR PERMIT

SANITARY SEWER PLAN & PROFILE

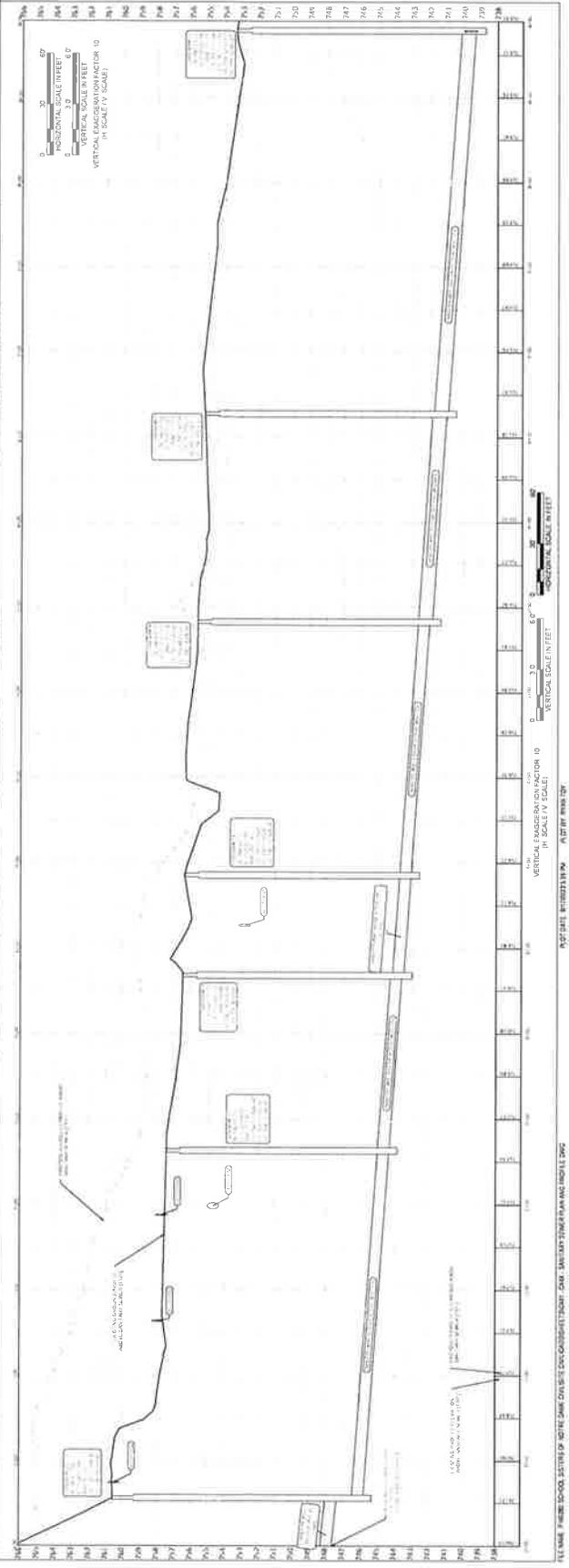
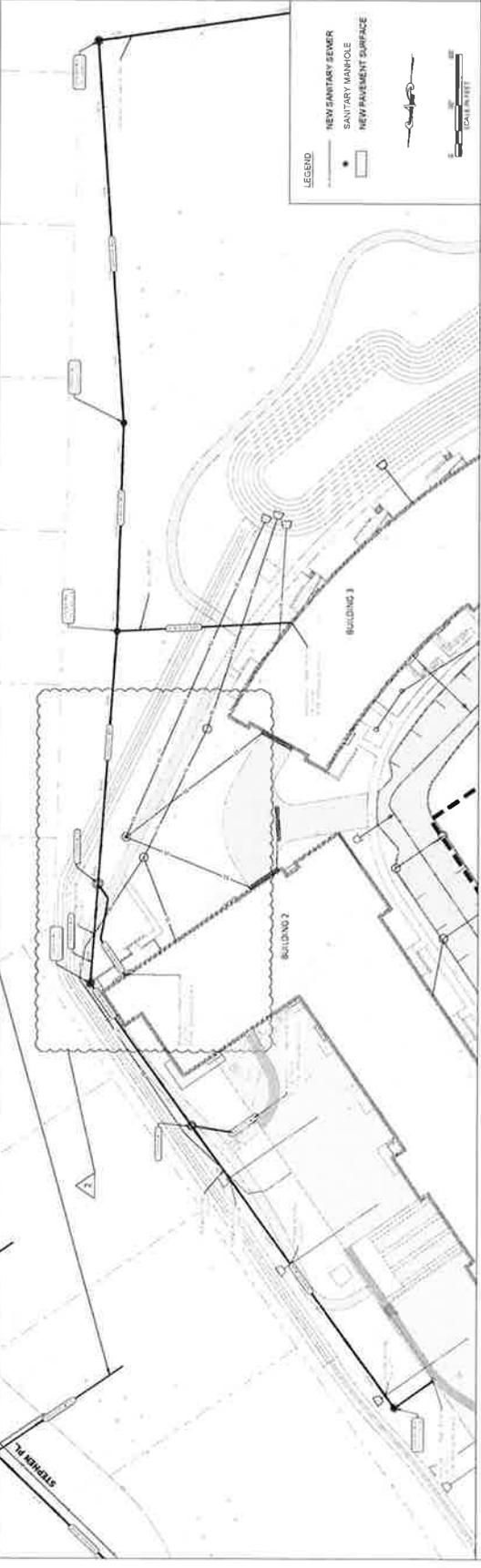
C442

SHEET 12



- PLAN & PROFILE NOTES:**
1. REFER TO SHEET C440 - SANITARY SEWER OVERVIEW PLAN FOR GENERAL NOTES AND PIPES & STRUCTURES TABLES
 2. PIPE LENGTHS ON PLAN AND PROFILE SHEETS ARE ROUNDED UP TO NEAREST WHOLE FOOT
 3. REFER TO PUMPING PLANS FOR BUILDING CONNECTION DETAILS

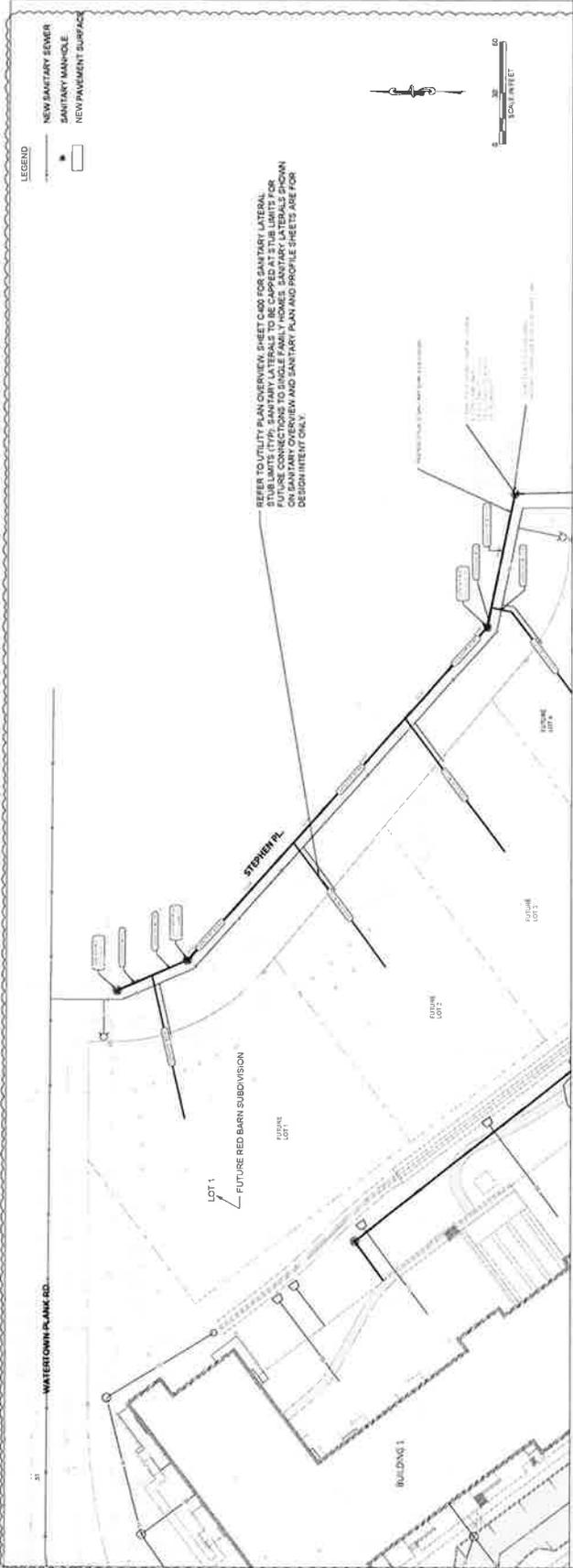
REFER TO UTILITY PLAN OVERVIEW SHEETS FOR SANITARY LATERAL STUB LIMITS (TYP). SANITARY LATERALS TO BE CARRIED IN THE LIMITS FOR FUTURE CONNECTIONS TO SINGLE FAMILY HOMES. SANITARY LATERALS SHOWN ON SANITARY OVERVIEW AND SANITARY PLAN AND PROFILE SHEETS ARE FOR DESIGN INTENT ONLY.



NO.	DESCRIPTION	DATE	BY	CHECKED BY	APPROVED BY
1	ISSUED FOR PERMIT	08/14/2019	KS	KS	KS
2	ISSUED FOR CONSTRUCTION	08/14/2019	KS	KS	KS

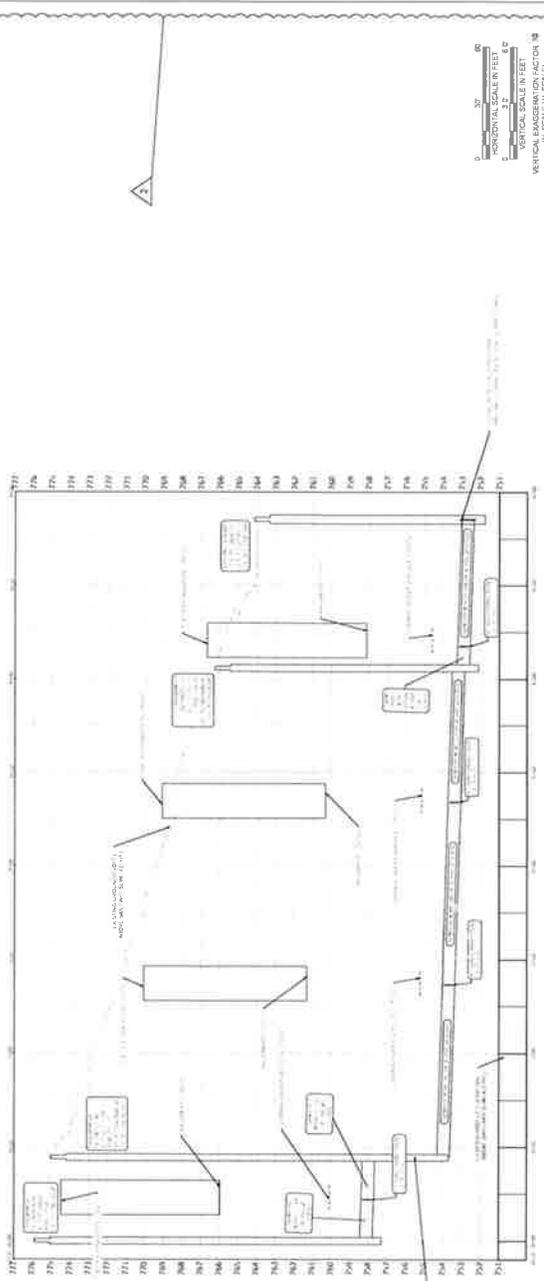
C444

CONSTRUCTION



PLAN & PROFILE NOTES:

1. REFER TO SHEET C400, SANITARY SEWER OVERVIEW PLAN FOR GENERAL NOTES AND PIPES & STRUCTURES TABLE.
2. PIPE LENGTHS ON PLAN AND PROFILE SHEETS ARE ROUNDED UP TO NEAREST WHOLE FOOT.



PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

NO.	DESCRIPTION	DATE	BY	CHECKED BY	SCALE
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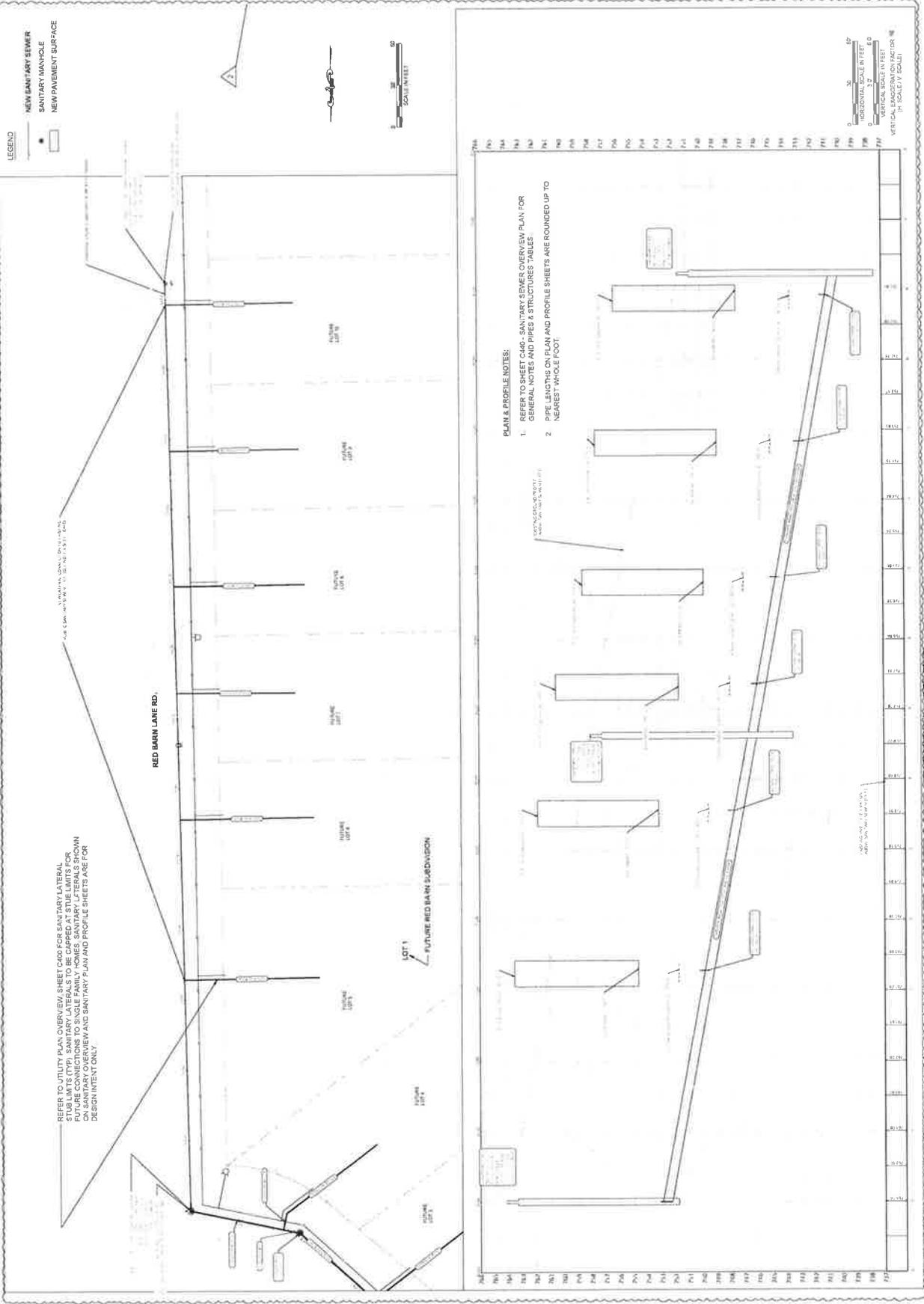
C446

PUBLIC SANITARY SEWER PLAN & PROFILE
 SHEET 08

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
PERMIT SUBMITTAL
CLIENT: MANDEL GROUP, INC.
PROJECT LOCATION: 13105 WATERGROVE PLANK RD
ELM GROVE, WI 53122

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	04/13/2018	KS	KS
2	REVISED PER COMMENTS	04/13/2018	KS	KS

C447

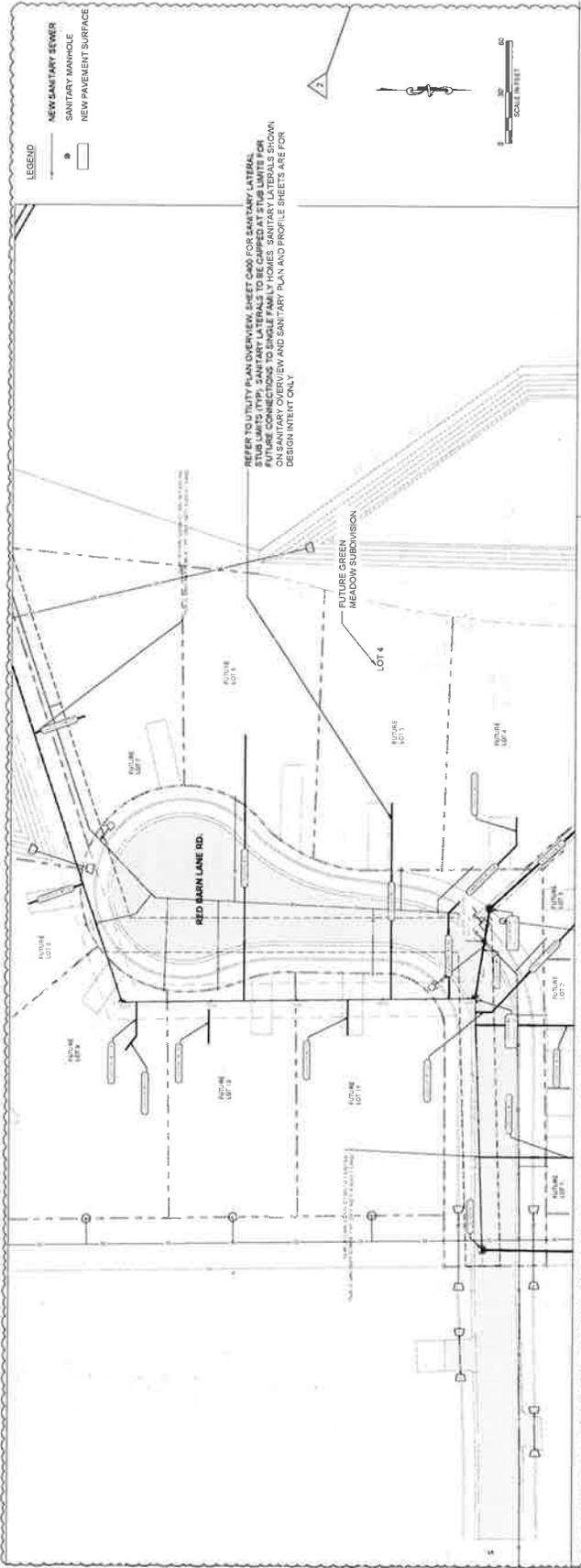


REVISION	DATE	DESCRIPTION
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2	08/27/15	ISSUE FOR PERMIT

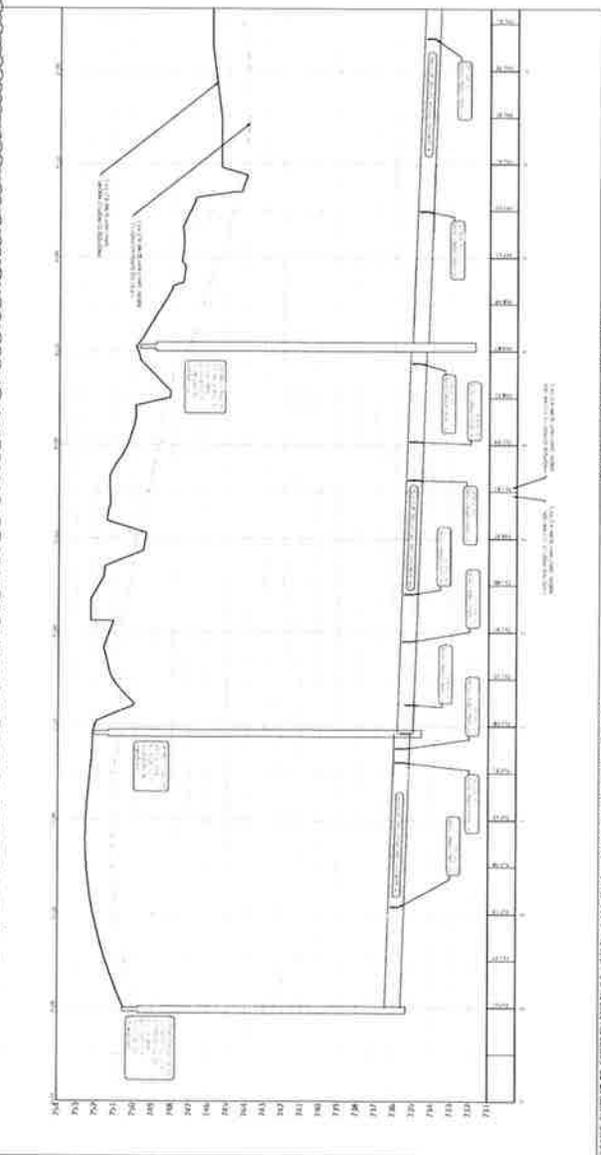
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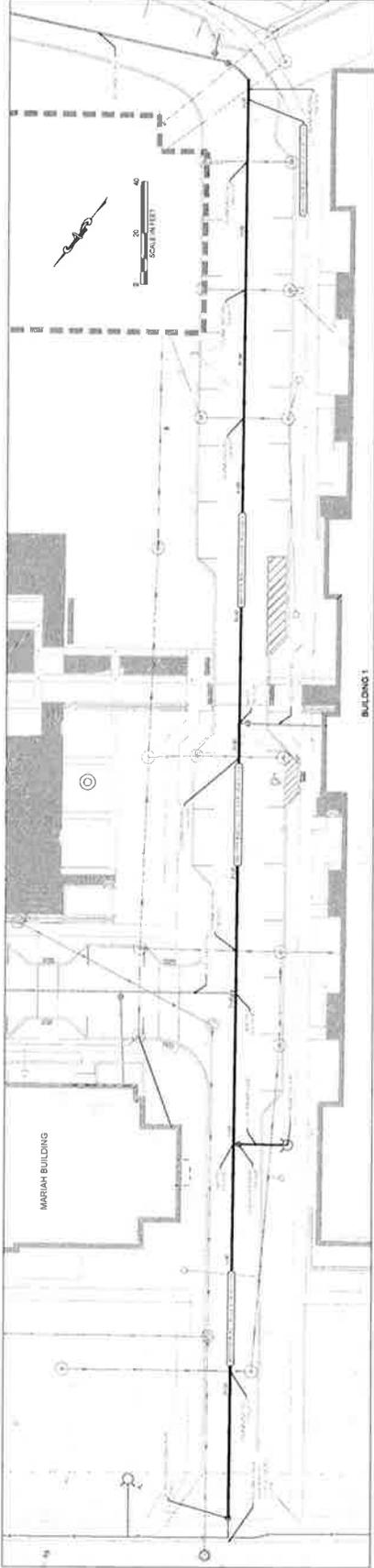
SHEET TITLE:
PUBLIC SANITARY SEWER PLAN & PROFILE

C448



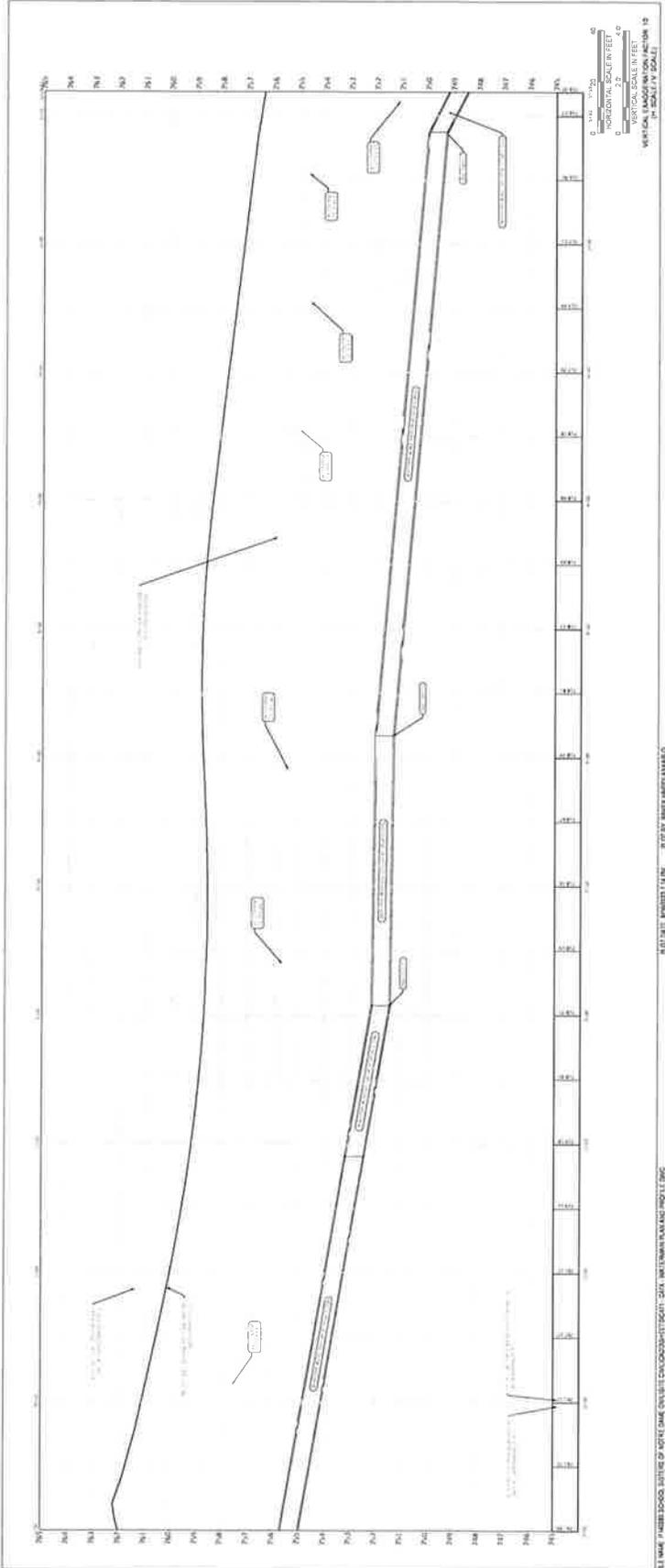
- PLAN & PROFILE NOTES:**
- REFER TO SHEET C440 - SANITARY SEWER OVERVIEW PLAN FOR GENERAL NOTES AND PIPES & STRUCTURES TABLES.
 - PIPE LENGTHS ON PLAN AND PROFILE SHEETS ARE ROUNDED UP TO NEAREST WHOLE FOOT.





PLAN & PROFILE NOTES:

1. REFER TO SHEET C470 - WATERMAIN OVERVIEW PLAN FOR GENERAL NOTES AND PIPES & STRUCTURES TABLES
2. PIPE LENGTHS ON PLAN AND PROFILE SHEETS ARE ROUNDED UP TO NEAREST WHOLE FOOT.
3. REFER TO PLUMBING PLANS FOR BUILDING CONNECTION DETAILS

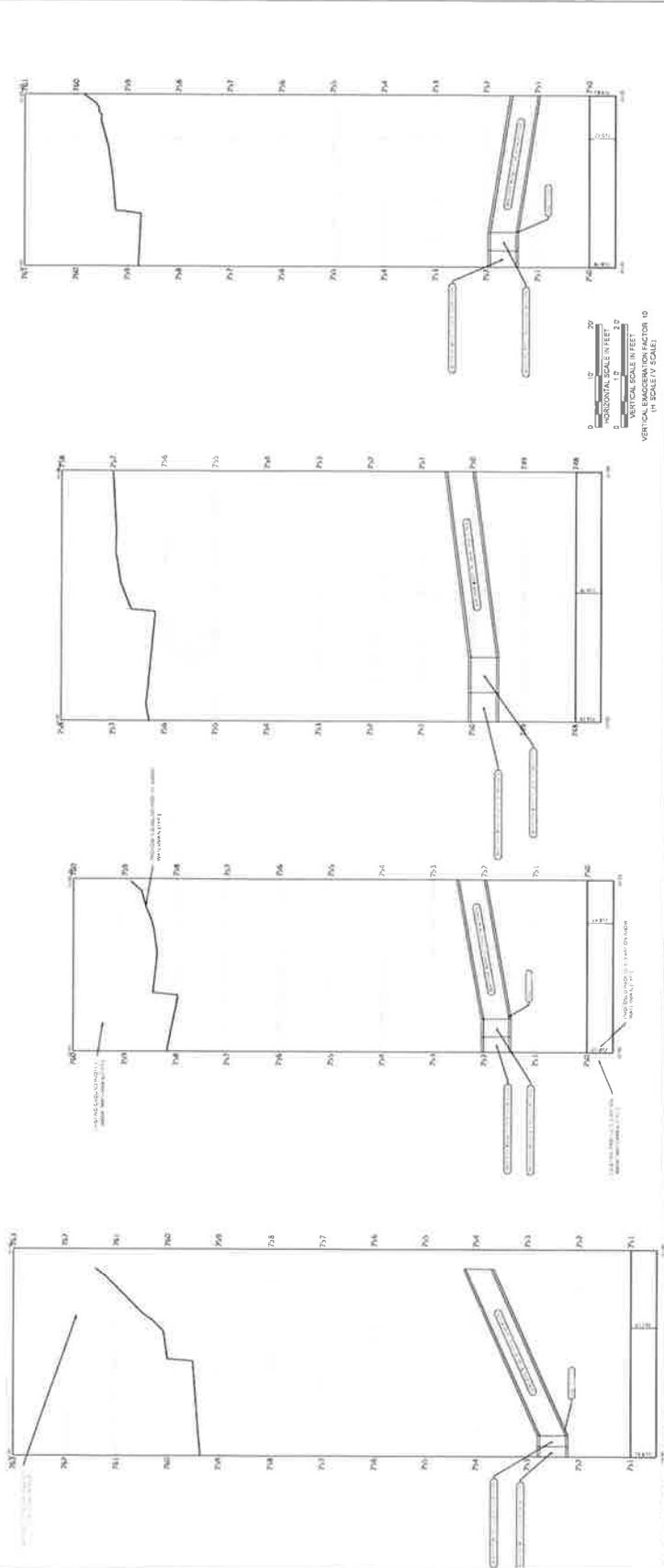
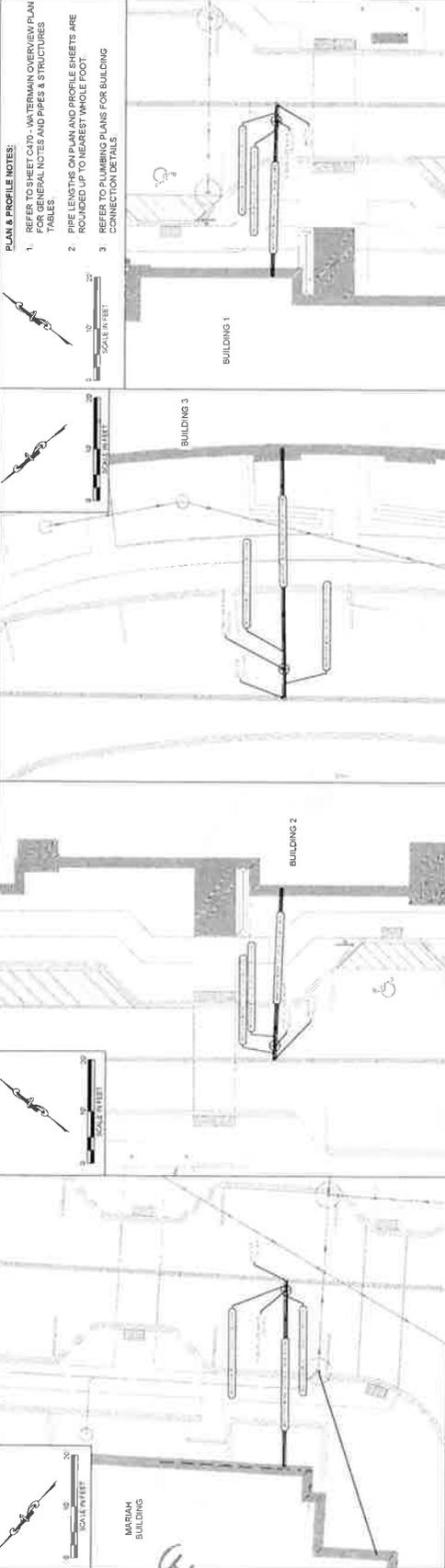


PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	08/11/21	ISSUE FOR PERMIT
2	08/11/21	ISSUE FOR PERMIT

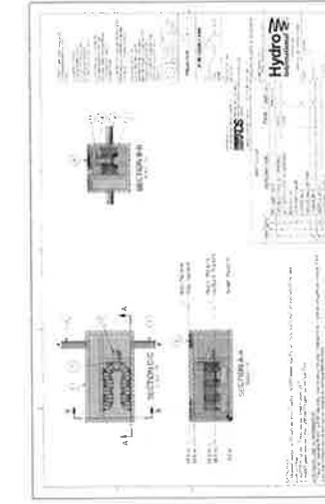
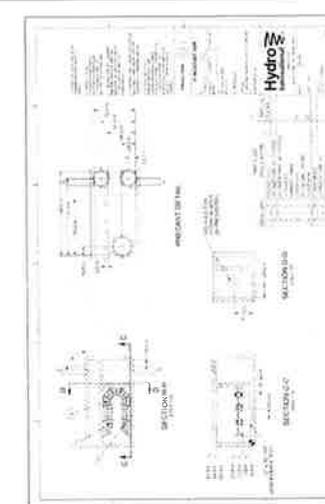
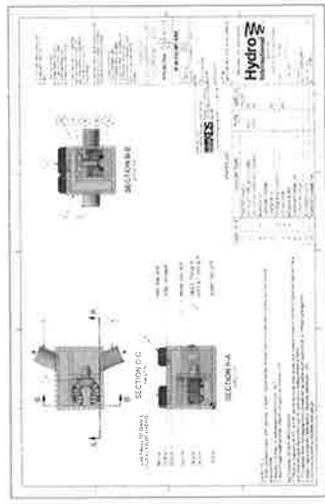
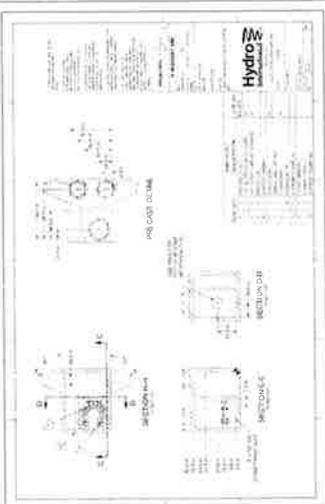
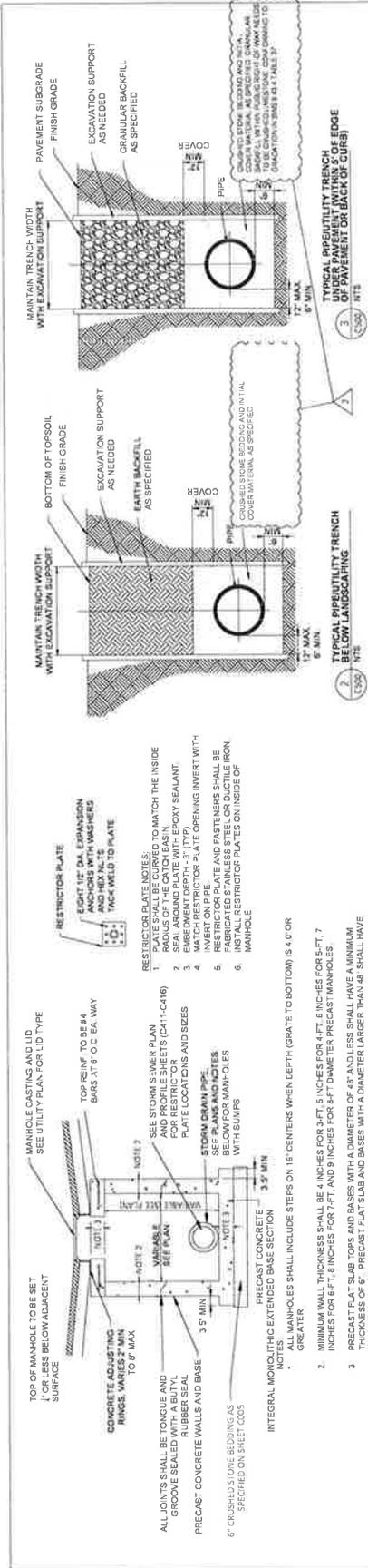
DATE	BY	DESCRIPTION
08/11/21	MANDEL GROUP, INC.	ISSUE FOR PERMIT
08/11/21	MANDEL GROUP, INC.	ISSUE FOR PERMIT

C471



FILE NAME: P:\BIBL\BIBL003_BIBL003_070717.dwg DATE: 11/17/17 11:00 AM PROJECT: CAROLINE HEIGHTS DEVELOPMENT SHEET: WATERSHED PLAN AND PROFILE (DWG) DRAWN BY: MANDEL GROUP, INC. CHECKED BY: MANDEL GROUP, INC.

NO.	DATE	DESCRIPTION
1	08/11/11	ISSUED FOR PERMIT
2	08/11/11	REVISED FOR PERMIT
3	08/11/11	REVISED FOR PERMIT
4	08/11/11	REVISED FOR PERMIT
5	08/11/11	REVISED FOR PERMIT
6	08/11/11	REVISED FOR PERMIT



NOTES:
 1. CONTRACTOR TO FOLLOW MANUFACTURERS INSTALLATION REQUIREMENTS AND SPECIFICATIONS
 2. FILTER MEDIA PACKS TO BE INSTALLED AFTER SITE IS FULLY STABILIZED AND CLEANED
 3. 10 INCH OFF PIPE WILL BE REVISED TO REFLECT 18 INCH OFF PIPE UPON NEXT SUBMITTAL

6 UP-LO FILTER DETAILS
 C500 NTS

FRONT VIEW
BEDDING MATERIAL
CONCRETE OR WOOD BLOCKING
BACKFILL
BOX TOP GRADE

SIDE VIEW
BEDDING MATERIAL
CONCRETE OR WOOD BLOCKING
BACKFILL
BOX TOP GRADE

PIPE DIA INCHES	X" SETTING INCHES
2	6
4	6
6	12
8	12
12	21
16	30

SEE PLANS FOR PIPE SIZE

1. WATERMAIN GATE VALVE
C502 N15

PLAN - 45 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 45 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 45 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 45 DEGREE TO MATCH BEND.

4. BUTTRESS FOR 45 DEG. AND 90 DEG. BENDS
C502 N15

PLAN - 90 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 90 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 90 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 90 DEGREE TO MATCH BEND.

5. BUTTRESS FOR 90 DEG. BENDS
C502 N15

PLAN - 11.25 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 11.25 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 11.25 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 11.25 DEGREE TO MATCH BEND.

6. BUTTRESS FOR 11.25 DEG. AND 22.5 DEG. BENDS
C502 N15

PLAN - 22.5 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 22.5 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 22.5 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 22.5 DEGREE TO MATCH BEND.

7. BUTTRESS FOR 22.5 DEG. AND 45 DEG. BENDS
C502 N15

PLAN - 33.75 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 33.75 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 33.75 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 33.75 DEGREE TO MATCH BEND.

8. BUTTRESS FOR 33.75 DEG. AND 67.5 DEG. BENDS
C502 N15

PLAN - 45 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 45 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 45 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 45 DEGREE TO MATCH BEND.

9. BUTTRESS FOR 45 DEG. AND 90 DEG. BENDS
C502 N15

PLAN - 67.5 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 67.5 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 67.5 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 67.5 DEGREE TO MATCH BEND.

10. BUTTRESS FOR 67.5 DEG. AND 135 DEG. BENDS
C502 N15

PLAN - 90 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 90 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 90 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 90 DEGREE TO MATCH BEND.

11. BUTTRESS FOR 90 DEG. BENDS
C502 N15

PLAN - 11.25 DEG. BEND
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS TO BE 11.25 DEGREE TO MATCH BEND.
2. BUTTRESS TO BE 11.25 DEGREE TO MATCH BEND.
3. BUTTRESS TO BE 11.25 DEGREE TO MATCH BEND.

12. BUTTRESS FOR 11.25 DEG. AND 22.5 DEG. BENDS
C502 N15

PLAN - SANITARY MANHOLE
SEE NOTE 1 FOR CONNECTION DETAIL

NOTES:
1. SANITARY MANHOLE FOLLOW DETAIL C501.
2. DROP CONNECTION TO BE 45 DEGREE TO MATCH BEND.
3. DROP CONNECTION TO BE 45 DEGREE TO MATCH BEND.

7. OUTSIDE DROP CONNECTION FOR SANITARY MANHOLE
C502 N15

PLAN - RETAINING GLAND RESTRAINT
SEE NOTE 1 FOR RESTRAINT DETAIL

NOTES:
1. RETAINING GLAND RESTRAINT TO BE 45 DEGREE TO MATCH BEND.
2. RETAINING GLAND RESTRAINT TO BE 45 DEGREE TO MATCH BEND.

8. RETAINING GLAND RESTRAINT
C502 N15

PLAN - BUTTRESS FOR DEAD ENDS
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS FOR DEAD ENDS TO BE 45 DEGREE TO MATCH BEND.
2. BUTTRESS FOR DEAD ENDS TO BE 45 DEGREE TO MATCH BEND.

5. BUTTRESS FOR DEAD ENDS
C502 N15

PLAN - BUTTRESS FOR TEES
SEE NOTE 1 FOR BUTTRESS DETAIL

NOTES:
1. BUTTRESS FOR TEES TO BE 45 DEGREE TO MATCH BEND.
2. BUTTRESS FOR TEES TO BE 45 DEGREE TO MATCH BEND.

4. BUTTRESS FOR TEES
C502 N15

PLAN - DROP CONNECTION FOR SANITARY MANHOLE
SEE NOTE 1 FOR CONNECTION DETAIL

NOTES:
1. DROP CONNECTION TO BE 45 DEGREE TO MATCH BEND.
2. DROP CONNECTION TO BE 45 DEGREE TO MATCH BEND.

7. OUTSIDE DROP CONNECTION FOR SANITARY MANHOLE
C502 N15

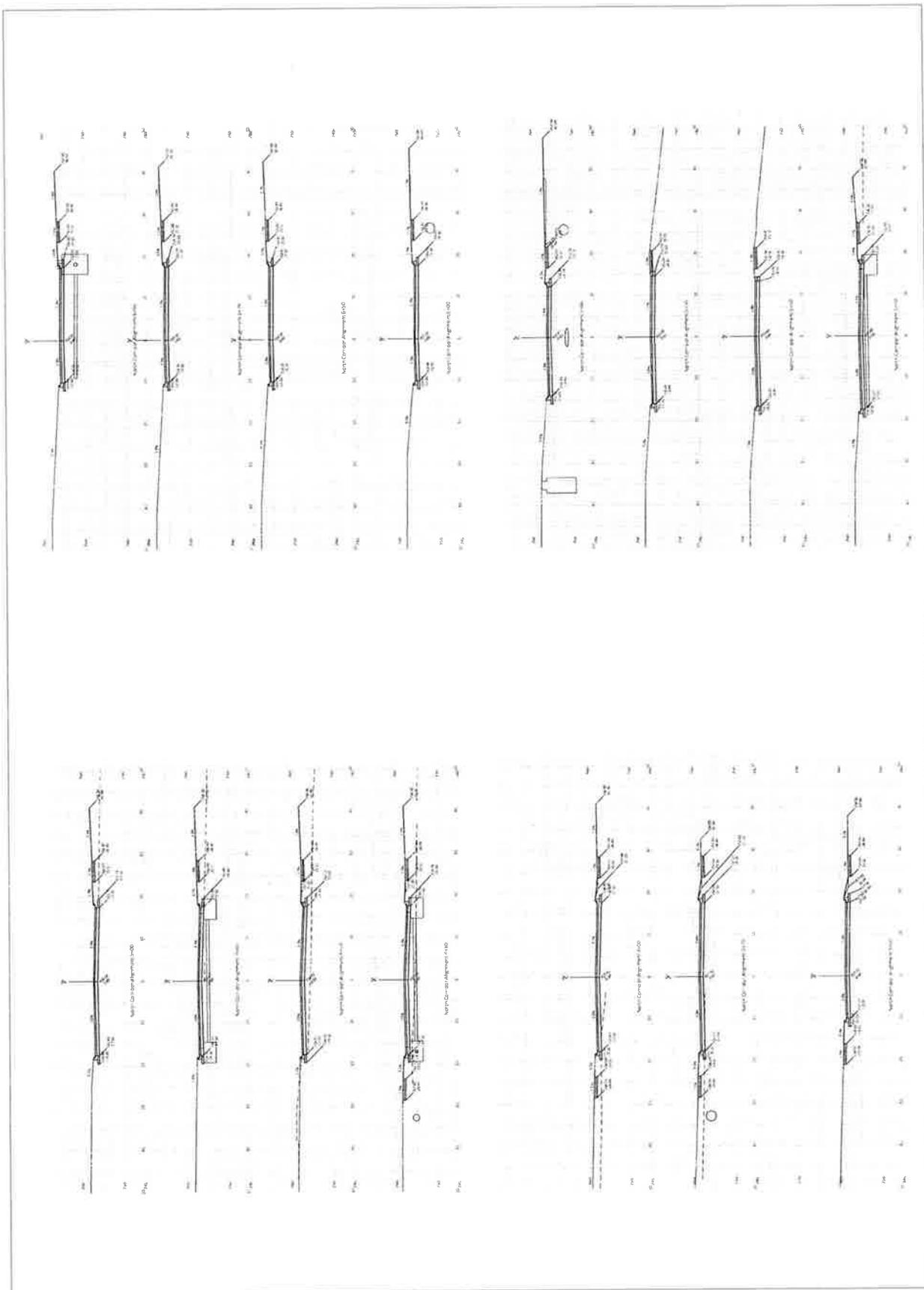
PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	04/11/17	ISSUED FOR PERMIT
2	04/11/17	ISSUED FOR PERMIT
3	04/11/17	ISSUED FOR PERMIT
4	04/11/17	ISSUED FOR PERMIT
5	04/11/17	ISSUED FOR PERMIT
6	04/11/17	ISSUED FOR PERMIT
7	04/11/17	ISSUED FOR PERMIT
8	04/11/17	ISSUED FOR PERMIT
9	04/11/17	ISSUED FOR PERMIT
10	04/11/17	ISSUED FOR PERMIT

NORTH CORRIDOR CROSS SECTIONS

C601

SCALE: 1" = 10'-0"



ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION. SEE ROADWAY CROSS SECTION SHEET C601 FOR FURTHER DETAILS.

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
PERMIT SUBMITTAL

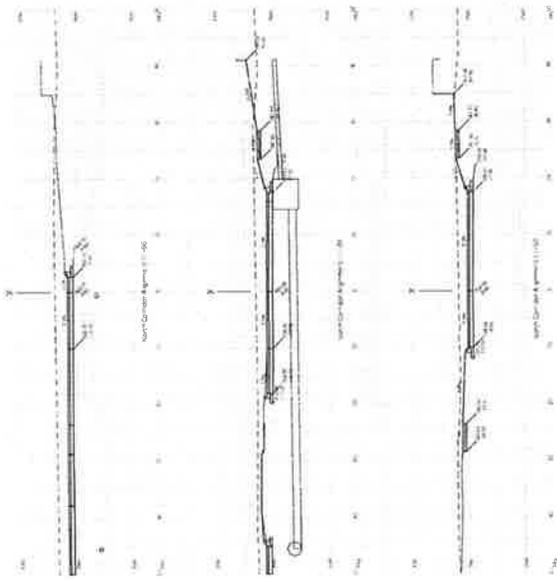
CLIENT: MANDEL GROUP, INC.

PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	08/11/2011	ISSUED FOR PERMIT
2	08/11/2011	ISSUED FOR PERMIT

NORTH CORRIDOR CROSS SECTIONS

C603



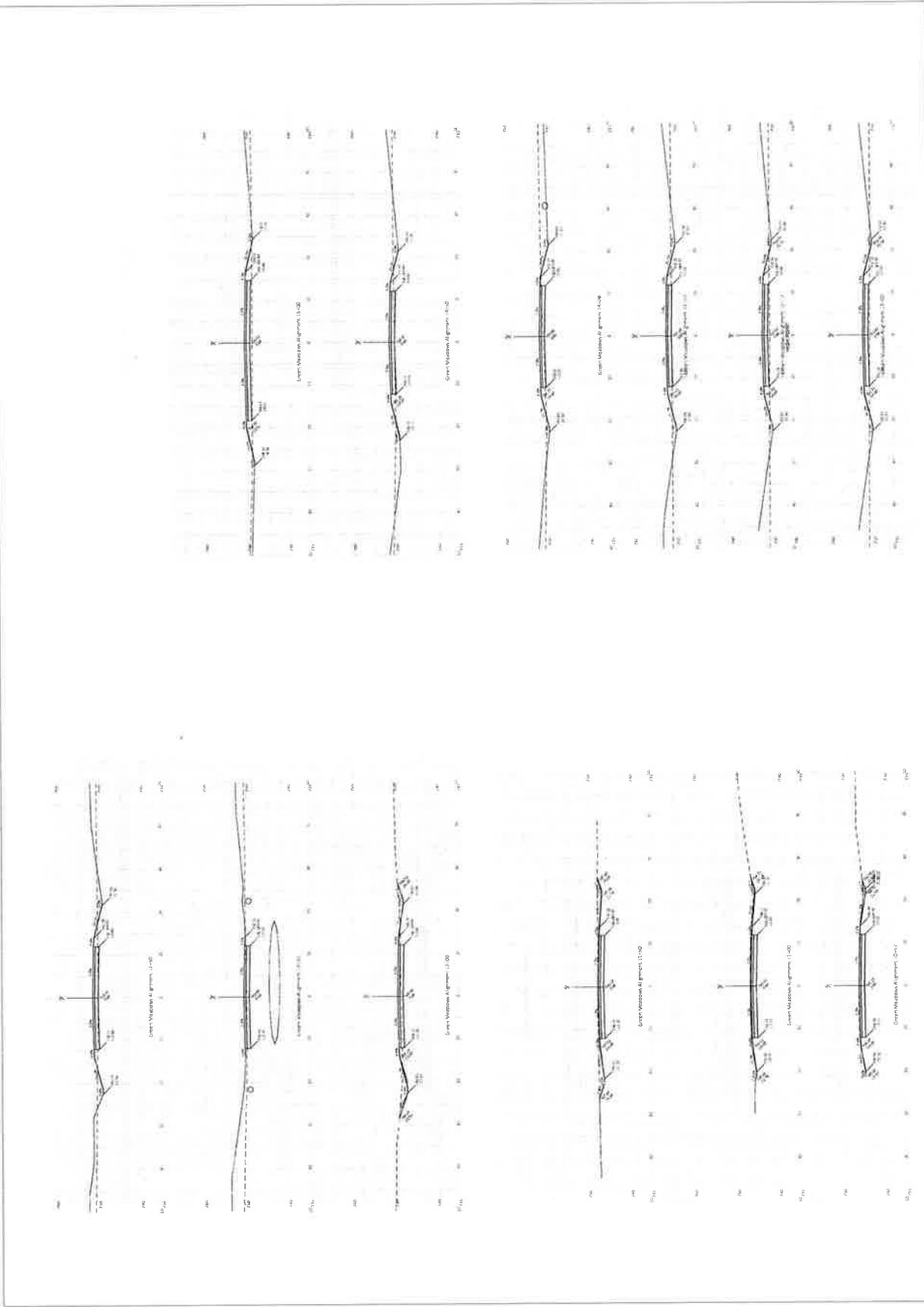
PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
PERMIT S/RM171A
MANDEL GROUP, INC.
PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
ELM GROVE, WI 53122

CLIENT:
PROJECT TITLE:
PROJECT LOCATION:
MANDEL GROUP, INC.

NO.	DATE	DESCRIPTION
1	08/11/2014	ISSUED FOR PERMIT
2	08/11/2014	ISSUED FOR PERMIT
3	08/11/2014	ISSUED FOR PERMIT
4	08/11/2014	ISSUED FOR PERMIT
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7	08/11/2014	ISSUED FOR PERMIT
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9	08/11/2014	ISSUED FOR PERMIT
10	08/11/2014	ISSUED FOR PERMIT

GREEN MEADOWS CROSS SECTIONS

C605



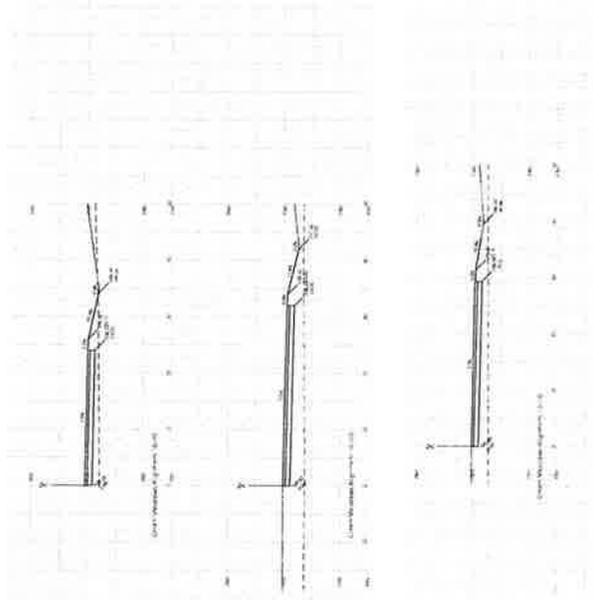
PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	07/15/23	ISSUE FOR PERMIT
2	08/15/23	ISSUE FOR PERMIT

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 03/14/24

GREEN MEADOWS CROSS SECTIONS

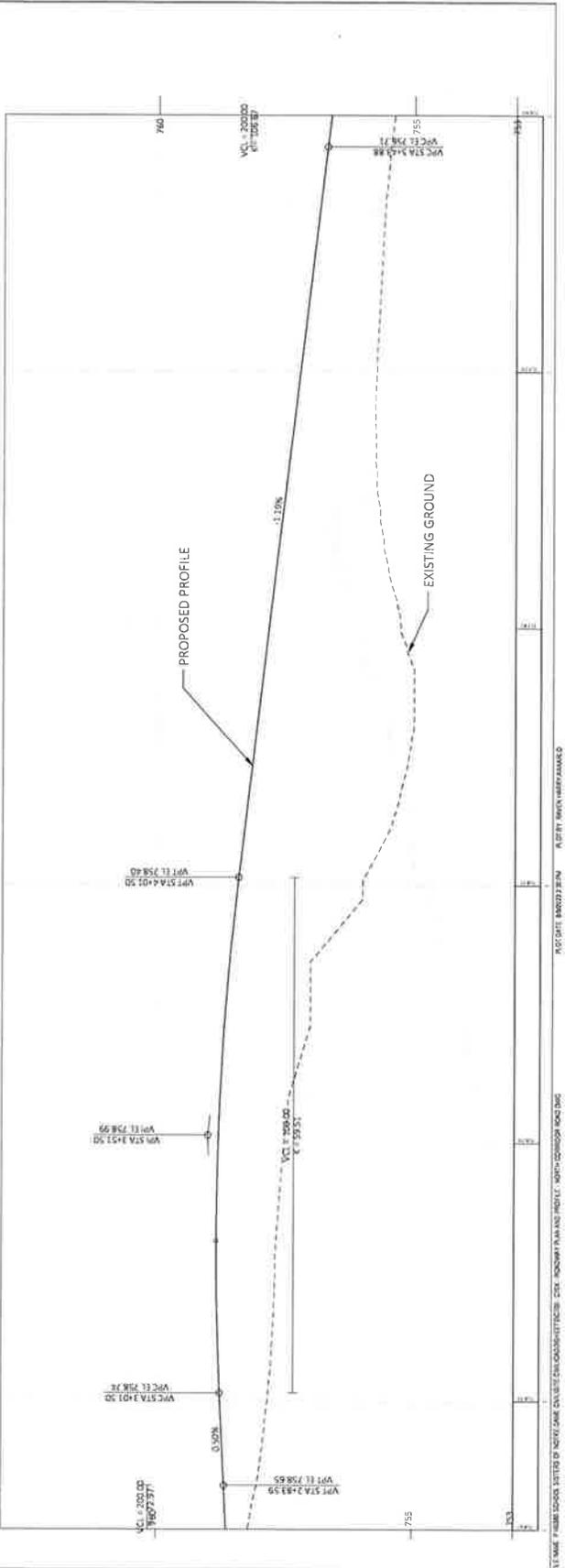
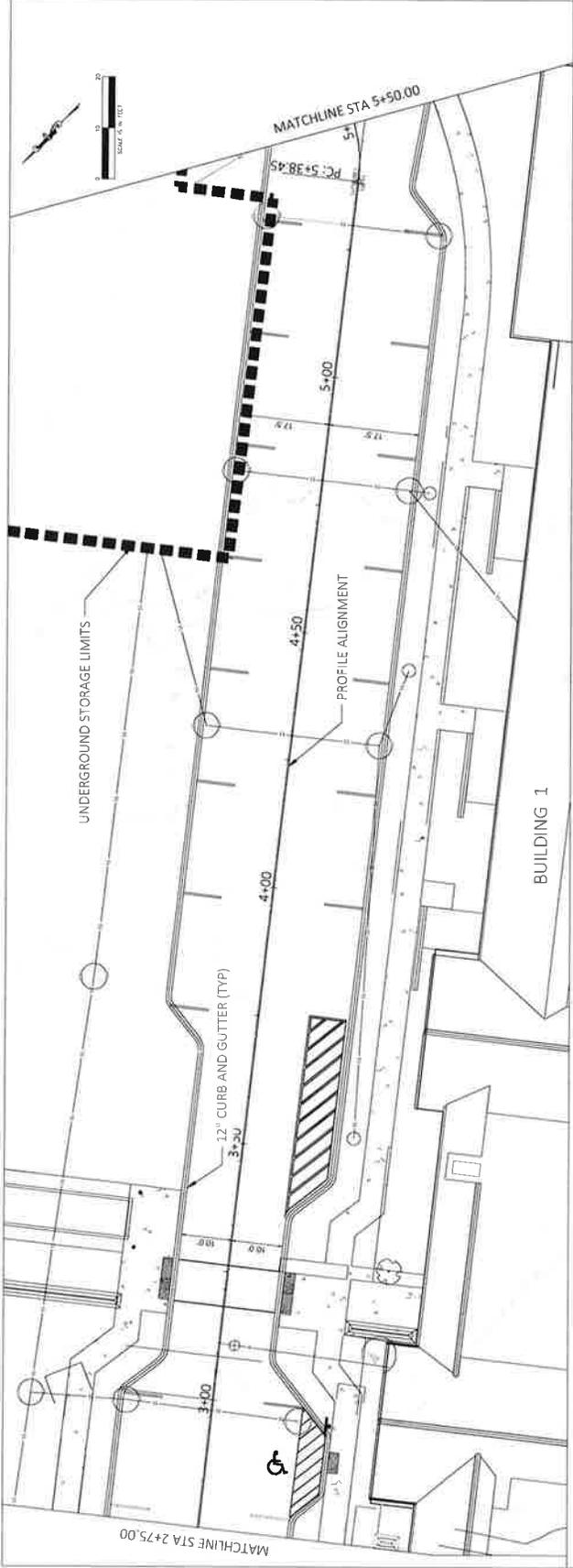
C606



REVISION	DATE	DESCRIPTION
1	08/11/2016	ISSUE FOR PERMIT
2	08/11/2016	ISSUE FOR PERMIT
3	08/11/2016	ISSUE FOR PERMIT

C702

ROADWAY PLAN AND PROFILE



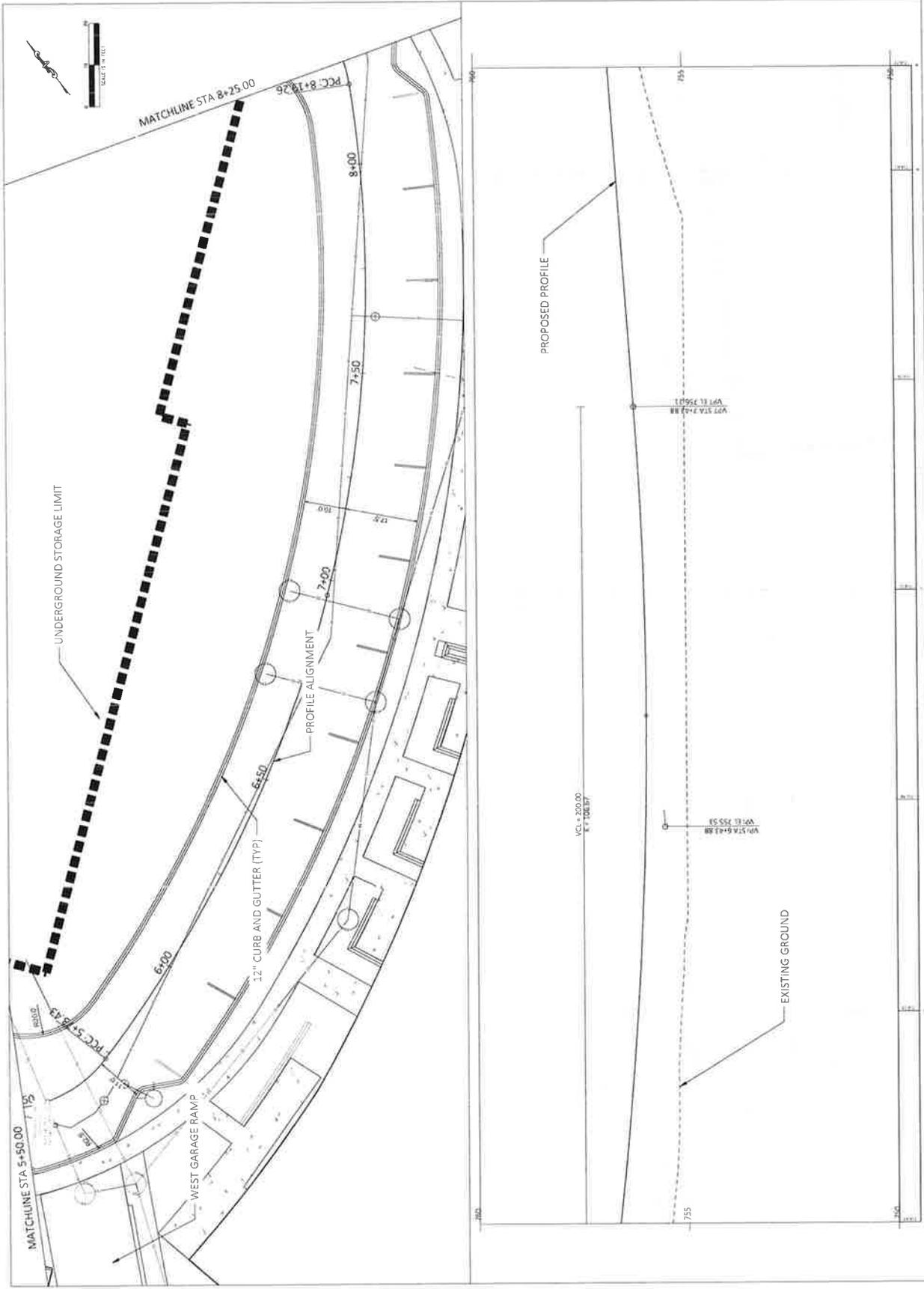
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MICHIGAN DEPARTMENT OF TRANSPORTATION, 2013 EDITION.

PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	04/11/21	ISSUED FOR PERMIT
2	04/11/21	ISSUED FOR PERMIT
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ROADWAY PLAN AND PROFILE

C703

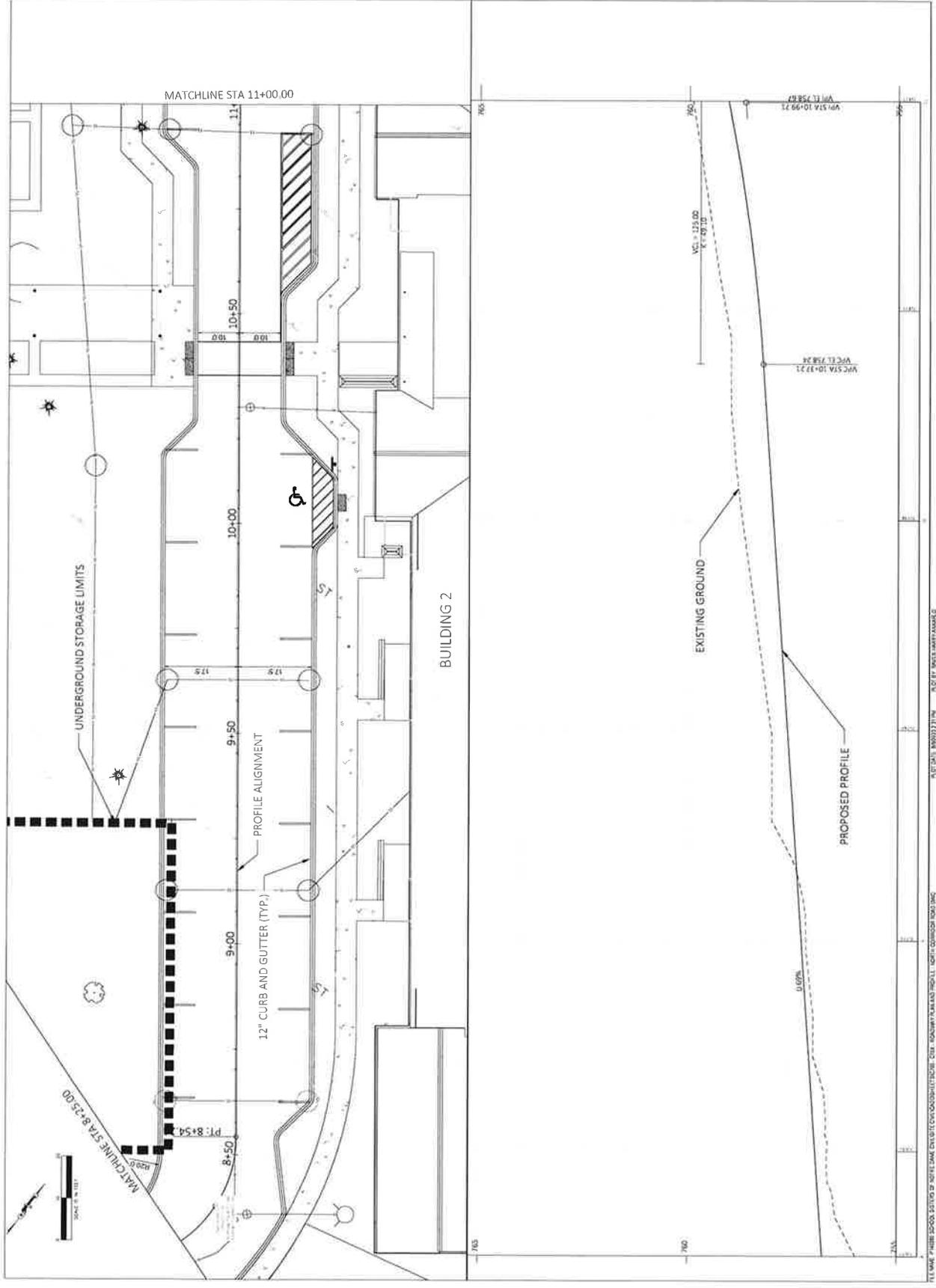


NO.	REVISION	DATE
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2	REVISED	08/14/2017
3	REVISED	08/14/2017

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
SCALE	DATE
PROJECT NO.	DATE

C704

ROADWAY PLAN AND PROFILE



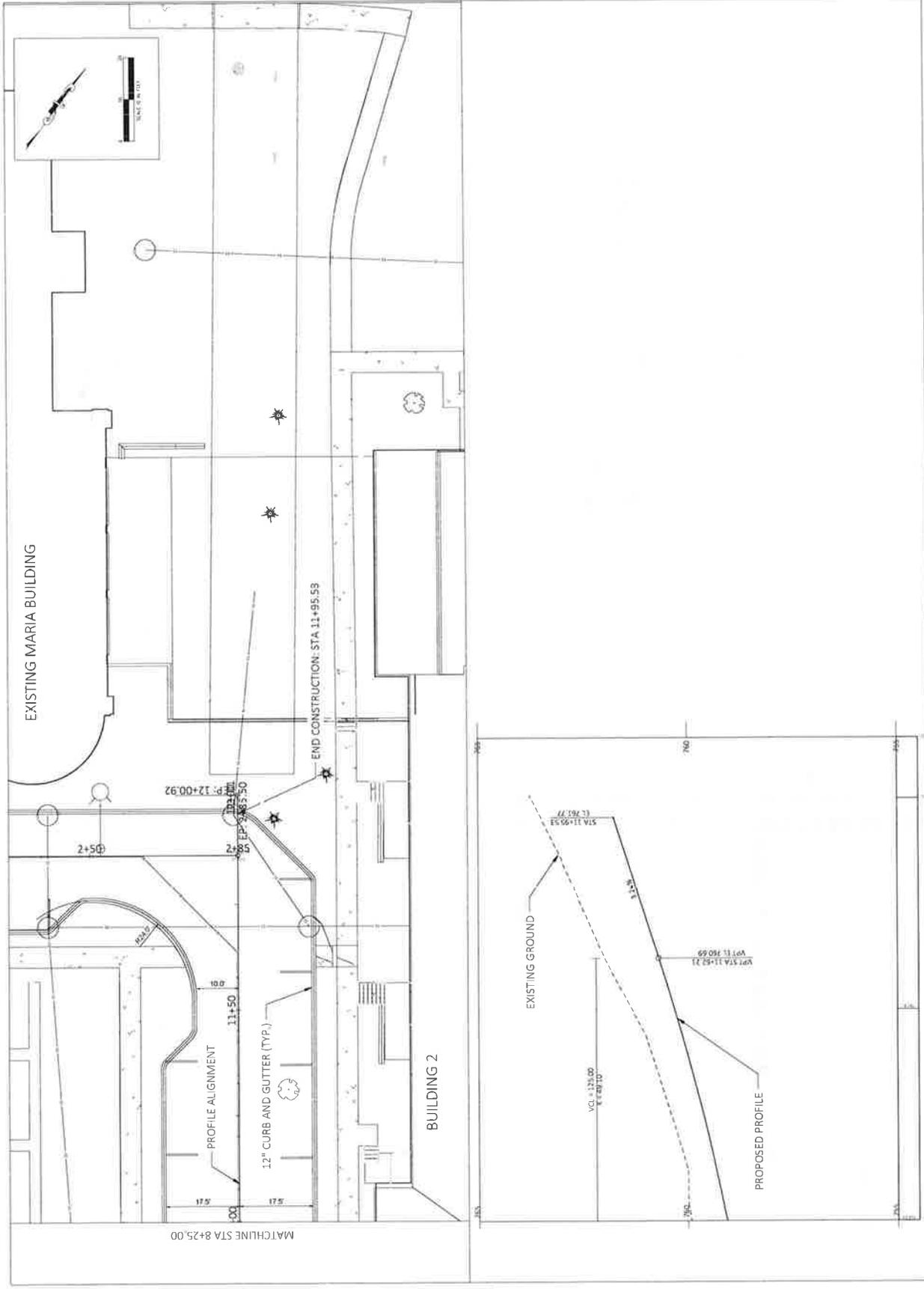
PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD.
 ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	10/10/11	REVISED
2	11/11/11	REVISED

DESIGNED BY	SAIT
CHECKED BY	SAIT
DATE	11/11/11
SCALE	AS SHOWN
PROJECT NO.	11111111
DATE	11/11/11

C705

ROADWAY PLAN AND PROFILE



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE OF DECLASSIFICATION: 05/11/2011 BY: 60322/UCBA/STP/MLL. NORTH ARROW FOR SCALE.

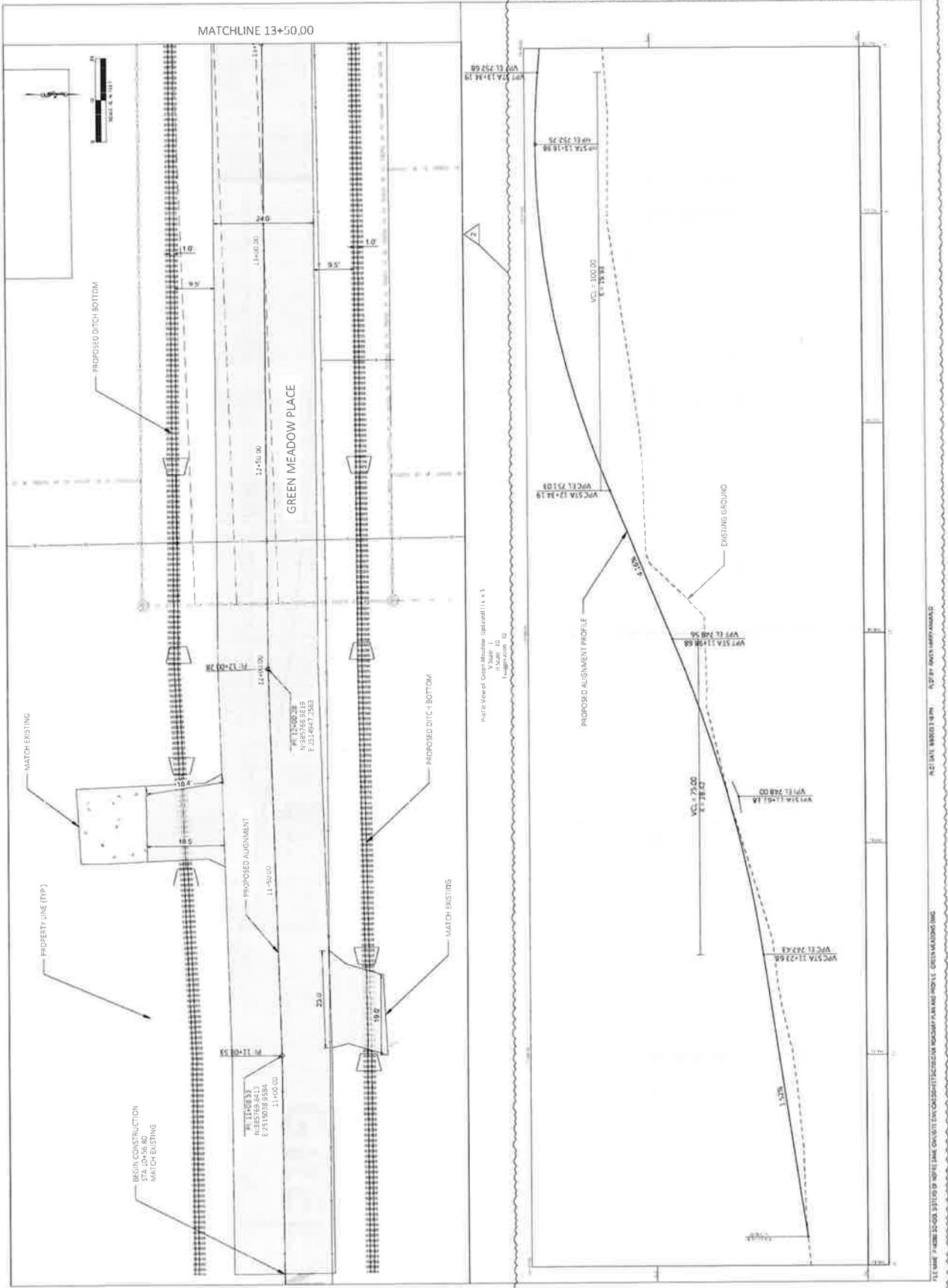
PROJECT TITLE: CAROLINE HEIGHTS DEVELOPMENT
 PERMIT SUBMITTAL
 CLIENT: MANDEL GROUP, INC.
 PROJECT LOCATION: 13105 WATERTOWN PLANK RD
 ELM GROVE, WI 53122

NO.	DATE	DESCRIPTION
1	10/15/24	AS BUILT
2	10/15/24	AS BUILT
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100	10/15/24	AS BUILT

GREEN MEADOW ROADWAY
PLAN AND PROFILE

C707

SHEET NO.



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PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	JAKE BRUNOENHLER 262-794-2306 JAKE.BRUNOENHLER@ADSPIPE.COM
ADS SALES REP:	MATTHEW AYVAZZADEH 262-483-0606 MATTHEW.AYVAZZADEH@ADSPIPE.COM
PROJECT NO:	5213488



CAROLINE HEIGHTS (SCHOOL SISTERS OF NOTRE DAME)

MILWAUKEE, WI

MC-3500 STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH MC-3500
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- REQUIREMENTS FOR HANDLING AND INSTALLATION
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3/8" (9.5mm). THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 60 LBS/INCH (1677 N/M) AS DETERMINED IN SECTION 22.6 OF ASTM F2418, AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73 °F / 23 °C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD. THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 9 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

- STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS
- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE"
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOOTER LOCATED OFF THE CHAMBER BED
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M3 DESIGNATION OF #3 OR #4.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH-IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE"
- THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS
 - NO RUBBER Tired LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE"
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING. USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

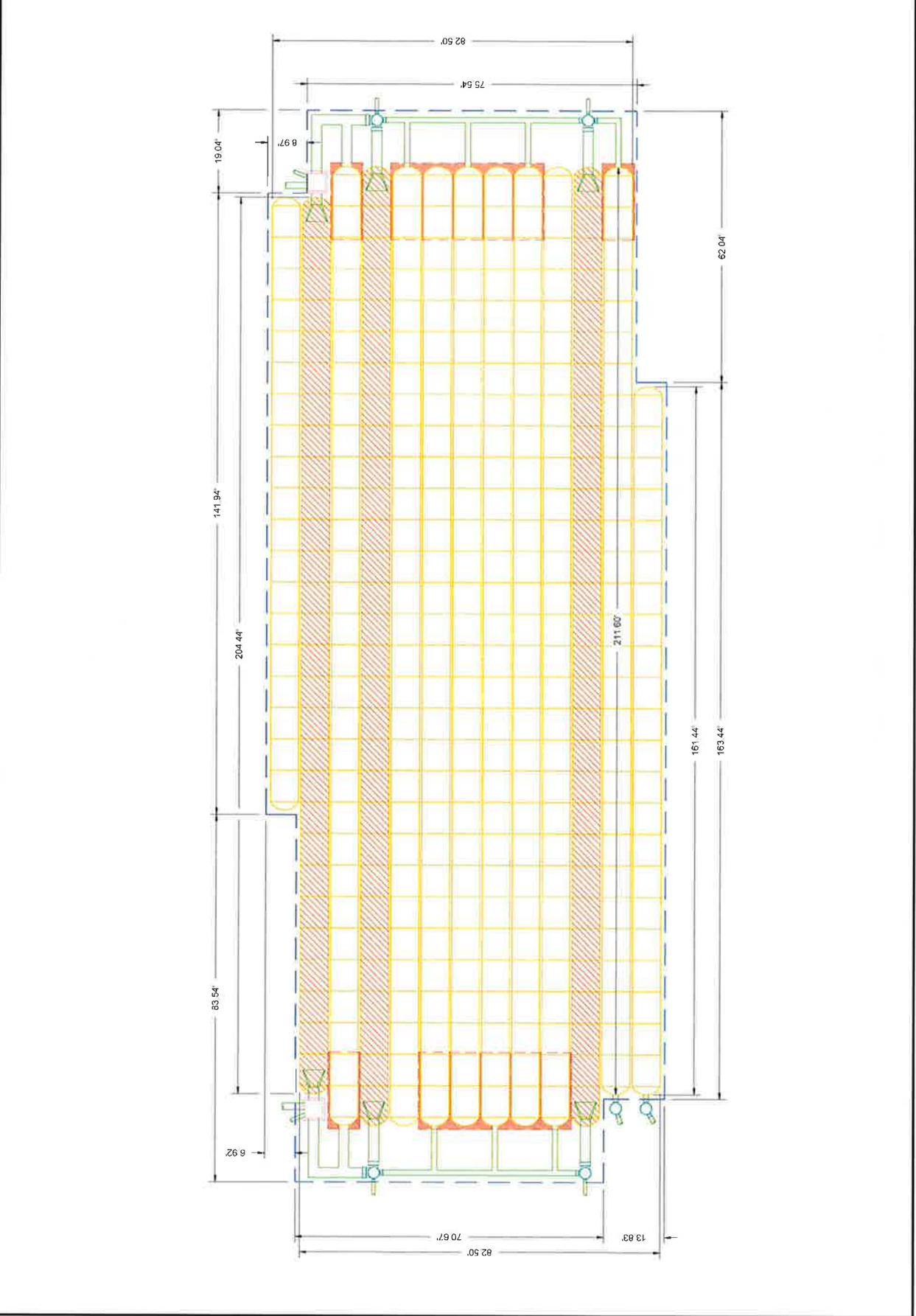
CONTACT STORMTECH AT 1-888-892-2894 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

ADS
4640 TRUMAN BLVD
HILLIARD, OH 43026

StormTech®
Chamber System
888-892-2694 | WWW.STORMTECH.COM

REV	DATE	BY	CHKD	DESCRIPTION
01	06/05/23	NAL	JPH	REVISION NOTES
02	06/16/2023	NAL	JPH	DESIGN WMC 2023 CHAMBER AND COMMENTS
03	06/06/23	NAL	JPH	REVISION PER NOTES MARKUPS
04	06/07/23	CM	CM	ADD 1" PANEL IN ETS AREA
05	06/07/23	CM	CM	ADD 1" PANEL IN ETS AREA
06	06/07/23	CM	CM	REVISED MATERIAL CONNECTIONS
07	06/07/23	CM	CM	REVISED MATERIAL CONNECTIONS
08	06/07/23	CM	CM	REVISED MATERIAL CONNECTIONS

PROJECT # S213498
DATE 04/04/2023
DRAWN NAL
CHECKED: KLM
MILWAUKEE, WI
CAROLINE HEIGHTS
(SCHOOL SISTERS OF NOTRE DAME)



THIS DRAWING HAS BEEN PREPARED OR BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PROJECT DETAILS BEST ALL APPLICABLE LOCAL, STATE, FEDERAL, AND PROJECT REQUIREMENTS.

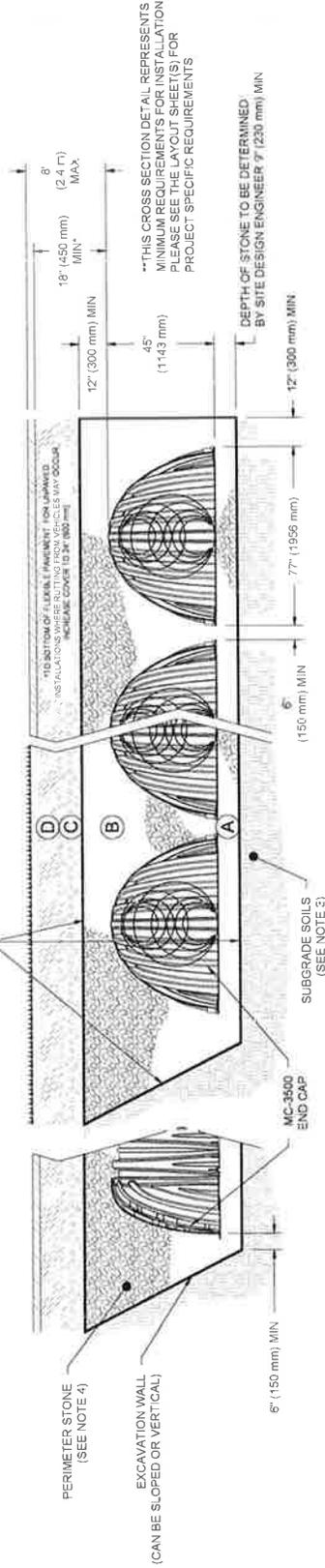
ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER D STARTS FROM THE TOP OF THE C LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE D LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER C STARTS FROM THE TOP OF THE EMBEDMENT TO LAYER B (1 LAYER TO 24" (600 mm) ABOVE THE EXPOSED CHAMBER). NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE C LAYER.	AASHTO M1451 A-1, A-2.4, A-3 OR AASHTO M431 3, 3.57, 4, 4.67, 5, 5.6, 5.7, 6, 6.7, 6.8, 7, 7.8, 8, 8.9, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACTION SHOULD BE IN 12" (300 mm) MAXIMUM LIFTS AND 95% RELATIVE DENSITY FOR WELL GRADED MATERIALS AND 98% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A LAYER) TO THE C LAYER ABOVE.	AASHTO M431 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M431 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. 23

PLEASE NOTE:

- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTOR REQUIREMENTS ARE MET FOR A LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COURSES WITH A VIBRATORY COMPACTOR.
- IF INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT FOR SPECIAL LOAD DESIGNS. CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
- ONCE LAYER C IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER D UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER C OR D AT THE SITE DESIGN ENGINEER'S DISCRETION.

ADS GEOSYNTHETICS 601T NON-MOVING GEOTEXTILE ALL AROUND CLEAN, CRUSHED, ANGULAR STONE IN A & B LAYERS



NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS. CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
- MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2187, STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL - OR BOTH VERTICAL AND SLOPED EXCAVATION WALLS. REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT². AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

StormTech
Chamber System

888-892-2694 | WWW.STORMTECH.COM

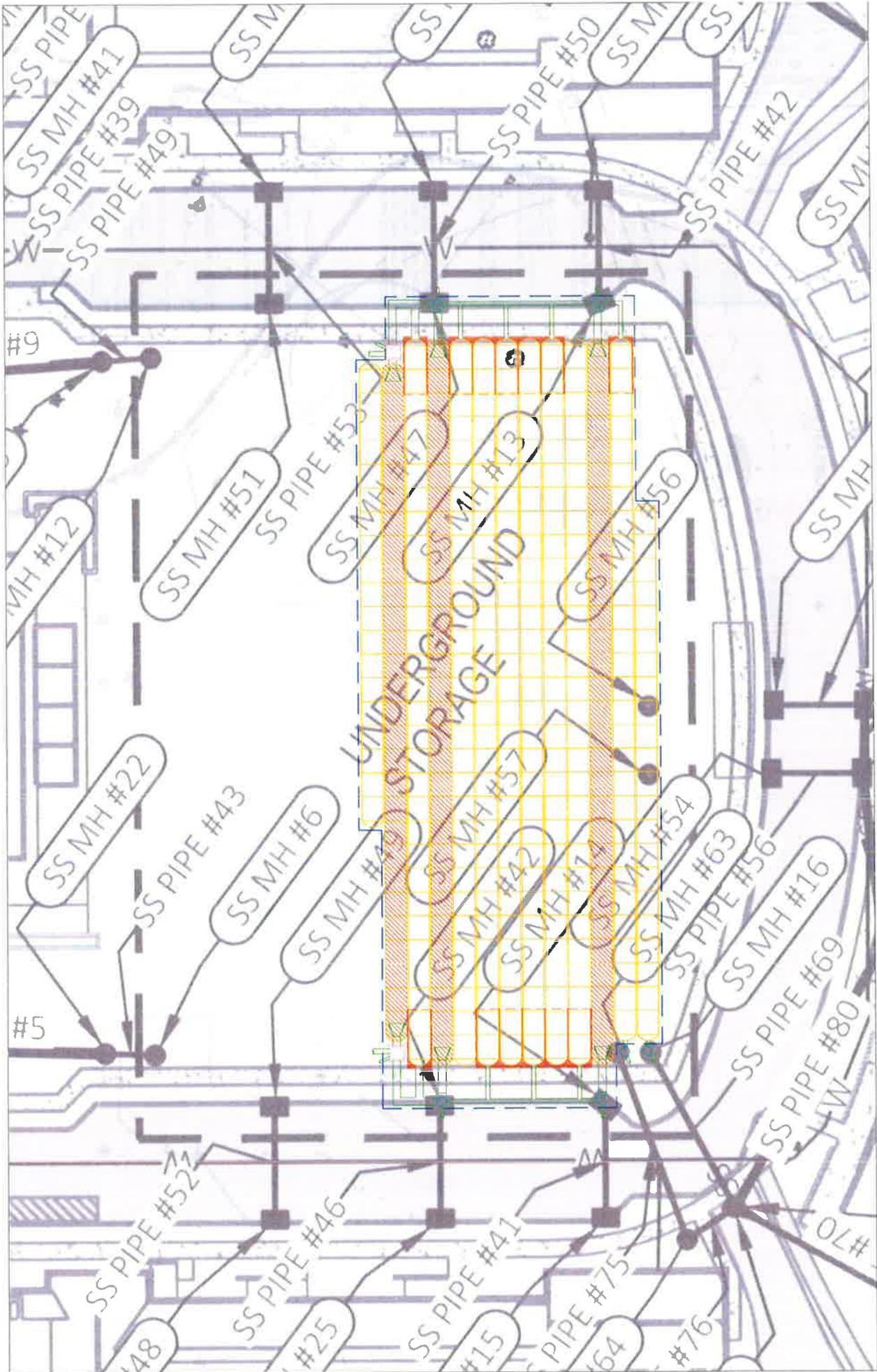
4640 TRUMAN BLVD
HILLIARD, OH 43026

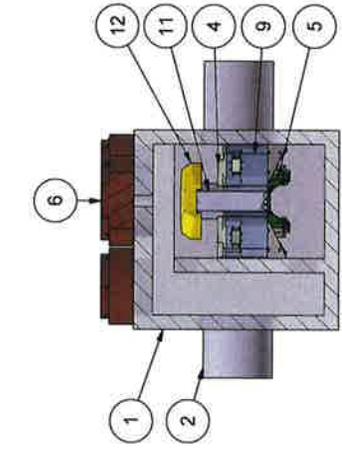
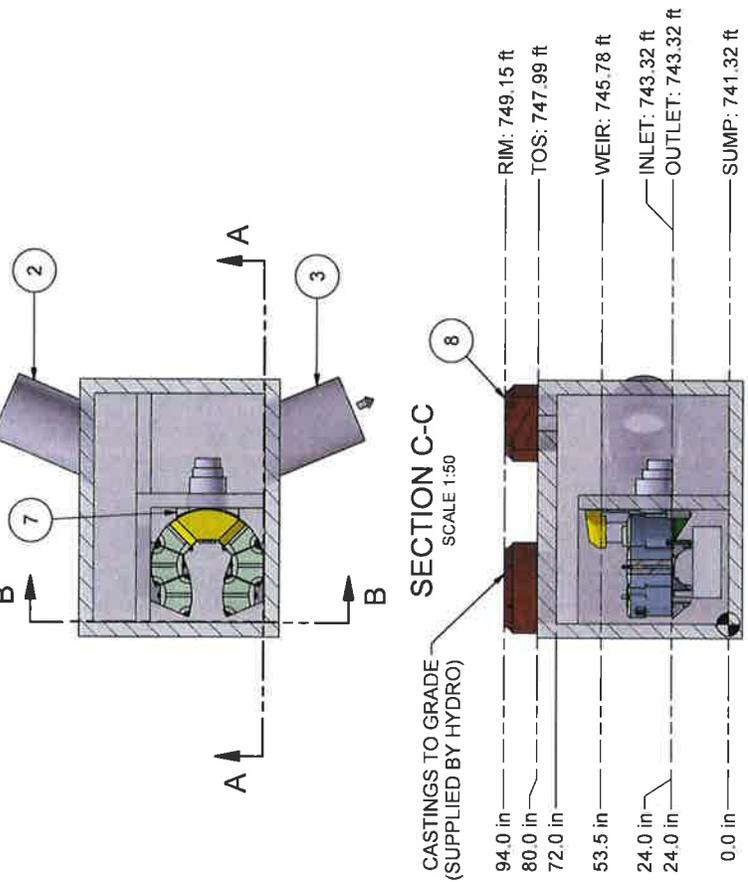
ADS

DATE: 04/04/2023
DRAWN: NAL
PROJECT # 5213498
CHECKED: KJL

SHEET 4 OF 7

THIS DRAWING HAS BEEN PREPARED BY ADS ENGINEERS AND ARCHITECTS FOR THE PROJECT AND THE PROJECT OWNER. THE PROJECT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. ADS ENGINEERS AND ARCHITECTS SHALL NOT BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. ADS ENGINEERS AND ARCHITECTS SHALL NOT BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.





SECTION B-B
SCALE 1:50

SECTION C-C
SCALE 1:50

SECTION A-A
SCALE 1:50

1. STRUCTURE WALL AND SLAB THICKNESSES ARE NOT TO SCALE.
2. CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING THE STRUCTURE.
3. CONTRACTOR TO CONFIRM RIM PIPE INVERTS, PIPE DIA AND ORIENTATION PRIOR TO RELEASE OF UNIT TO FABRICATION.
4. CONTRACTOR IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CASTINGS TO FINISHED GRADE.
5. ACTUAL DEPTH OF STRUCTURE MAY VARY DEPENDING ON AVAILABLE PRECAST FORMS. CONTRACTOR TO MEASURE HEIGHT OF STRUCTURE TO ENSURE THAT DEPTH OF EXCAVATION IS CORRECT.

REV	BY	DESCRIPTION	DATE
A	KSM	PIPE SIZE	3/27/2023
B	KSM	FIRST RELEASE	1/24/2022



IF IN DOUBT ASK

DATE:	10/4/2022	SCALE:	1:50
DRAWN BY:	KSM	CHECKED BY:	APPROVED BY:
THIS IS AN UP-FLO FILTER 6R X 8F			
6 MODULES			

DISTRIBUTED BY:
ADVANCED DRAINAGE SYSTEMS, INC.
PLEASE CALL OR EMAIL
JAKE BRUNOHLER FOR PRICING
Jake.Brunoehler@ads-pipe.com 262-794-2306

PARTS LIST

ITEM	QTY	DESCRIPTION	TYPE	SIZE (in)
1	1	PRECAST VAULT		6 ft x 8 ft
2	1	UFF INLET PIPE (BY OTHERS)	HDPE	24
3	1	UFF OUTLET PIPE (BY OTHERS)	HDPE	24
4	6	MODULE LID		
5	3	SUPPORT FRAME		
6	1	COVER 30 IN		30
7	2	WEDGE WALL MOUNT		
8	2	COVER 24 IN		24
9	6	MODULE BODY		
10	1	SUPPORT FRAME LH		
11	1	OUTLET MODULE		
12	1	BYPASS HOOD-S		
13	1	SUPPORT FRAME RH		

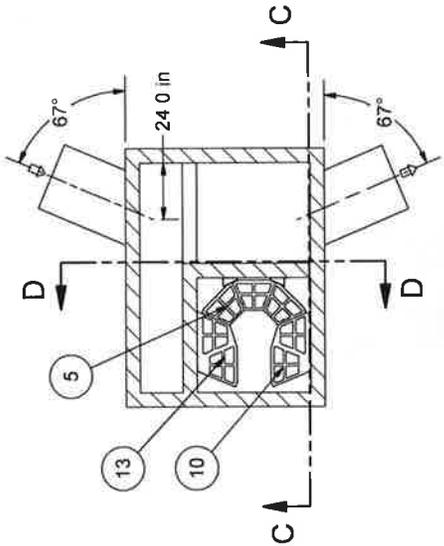
UFF-39
CAROLINE HEIGHTS DEVELOPMENT - WI 2
Patent: www.hydro-int.com/patents



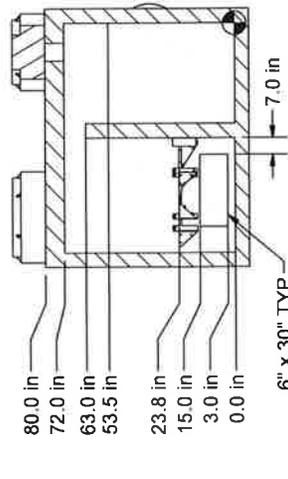
WEIGHT:	MATERIAL:
STOCK NUMBER:	
DRAWING NO.:	
22-12-3373-UFF-1	
SHEET SIZE:	
1 OF 2	
REV:	

CAPACITIES:
1. Minimum performance: 80% removal, NUDEP - NUDEP Blend, NJCAT, Sil-Co-Sil 106 (d50 = 22 microns) at the peak treatment flow.
2. Maximum number of modules per outlet module: 38 **
3. NUDEP peak treatment flow: .056 cfs (25 gpm) per module, CPZ

ADDITIONAL DESIGN INFORMATION:
1. * Normal operating W.S.E. is 2.46' above the outlet invert at the peak treatment flow of .056 cfs (25 gpm) per module. For a given flow the head requirement can be reduced by adding additional filters.
2. ** Treatment flows that require more modules will require a larger vault design or different arrangement.
3. Media Types Available: New Jersey - Ribbons; Elsewhere - CPZ
4. Unit shall conform to HS20-44 load ratings.

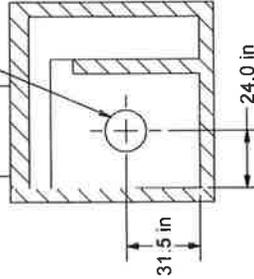


SECTION H-H
SCALE 1:50

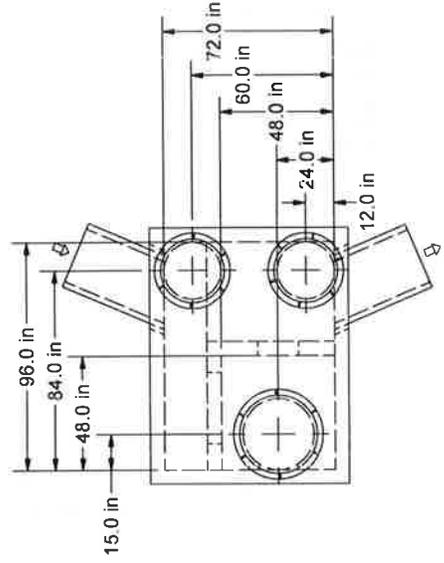


SECTION C-C
SCALE 1:50

SIZE HOLE FOR
15" PVC W/BOO
(BY PRECASTER)



SECTION D-D
SCALE 1:50



PRECAST DETAIL

1. STRUCTURE WALL AND SLAB THICKNESSES ARE NOT TO SCALE
2. CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING THE STRUCTURE.
3. CONTRACTOR TO CONFIRM RIM, PIPE (INVERTS, PIPE DIA AND PIPE ORIENTATION PRIOR TO RELEASE OF UNIT TO FABRICATION.
4. CONTRACTOR IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CASTINGS TO FINISHED GRADE.
5. ACTUAL DEPTH OF STRUCTURE MAY VARY DEPENDING ON AVAILABLE PRECAST FORMS. CONTRACTOR TO MEASURE THE DEPTH OF EXCAVATION TO ENSURE THAT DEPTH OF EXCAVATION IS CORRECT.



IF IN DOUBT ASK

DATE	SCALE
10/4/2022	1:50
DRAWN BY:	CHECKED BY:
KSM	APPROVED BY:
TITLE	
UP-FLO FILTER	
6ft X 8ft	
6 MODULES	
UFF-39	
CAROLINE HEIGHTS DEVELOPMENT -	
WI	
2	

PARTS LIST			
ITEM	QTY	DESCRIPTION	SIZE (in)
1	1	PRECAST VAULT	6 ft x 8 ft
2	1	UFF INLET PIPE (BY OTHERS)	24
3	1	UFF OUTLET PIPE (BY OTHERS)	24
4	6	MODULE LID	
5	3	SUPPORT FRAME	
6	1	COVER 30 IN	30
7	2	WEDGE WALL MOUNT	
8	2	COVER 24 IN	24
9	6	MODULE BODY	
10	1	SUPPORT FRAME LH	
11	1	OUTLET MODULE	
12	1	BYPASS HOOD-S	
13	1	SUPPORT FRAME RH	



©2021 HYDRO INTERNATIONAL

WEIGHT: MATERIAL:

STOCK NUMBER:

1

DRAWING NO.

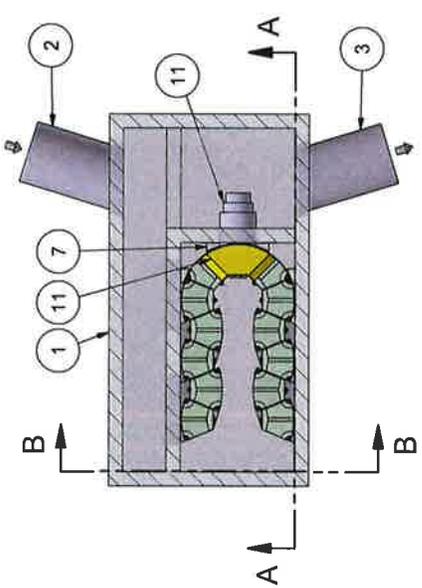
22_12_3373-UFF-1

SHEET SIZE: SHEET

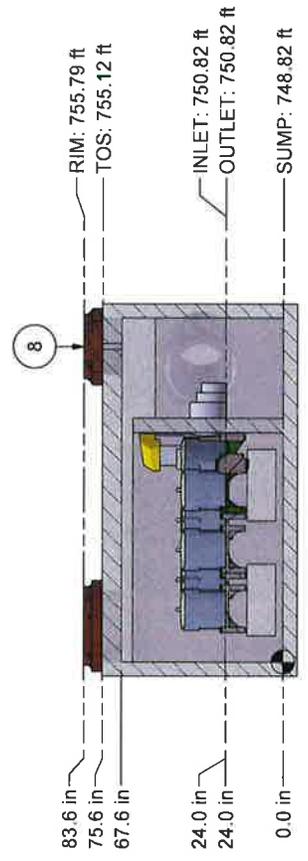
B

2 OF 2

Rev

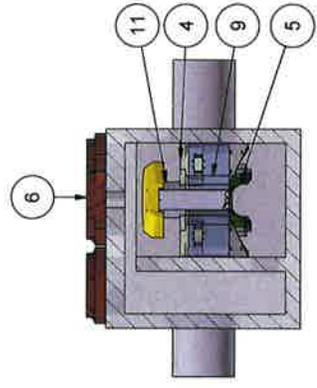


SECTION C-C
SCALE 1:50



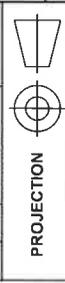
SECTION A-A
SCALE 1:50

1. STRUCTURE WALL AND SLAB THICKNESSES ARE NOT TO SCALE.
2. CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING THE STRUCTURE.
3. CONTRACTOR TO CONFIRM RIM, PIPE INVERTS, PIPE DIA. AND PIPE ORIENTATION PRIOR TO RELEASE OF UNIT TO FABRICATION.
4. CONTRACTOR IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CASTINGS TO FINISHED GRADE.
5. ACTUAL DEPTH OF STRUCTURE MAY VARY DEPENDING ON AVAILABLE PRECAST FORMS. CONTRACTOR TO MEASURE HEIGHTS TO ENSURE THAT DEPTH OF EXCAVATION IS CORRECT.



SECTION B-B
SCALE 1:50

REVISION HISTORY		DATE
A	KSM MODULE COUNT	11/20/22
B	KSM PIPE SIZE	5/9/23
	KSM FIRST RELEASE	10/30/22



IF IN DOUBT ASK

DATE:	10/3/2022	SCALE:	1:50
DRAWN BY:	KSM	CHECKED BY:	APPROVED BY:

TITLE: UP-FLO FILTER
6R X 12R
12 MODULES

UFF-82
CAROLINE HEIGHTS DEVELOPMENT - WI
ELM GROVE, WI
Patent: www.hydro-int.com/patents



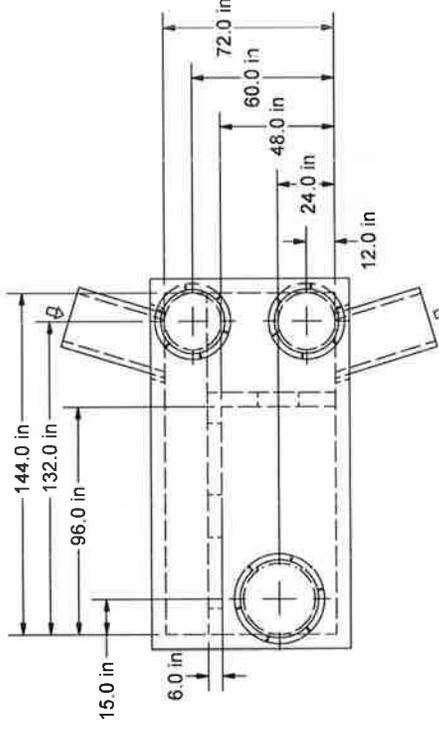
DRAWING NO.	22-12-3373-UFF-1
SHEET SIZE	1 OF 2
REV	

DISTRIBUTED BY:
ADVANCED DRAINAGE SYSTEMS, INC.
PLEASE CALL OR EMAIL
JAKE BRUNNCHLER FOR
PRICING
ADS
Jake.Brunchler@ads-pipe.com 262-794-2306

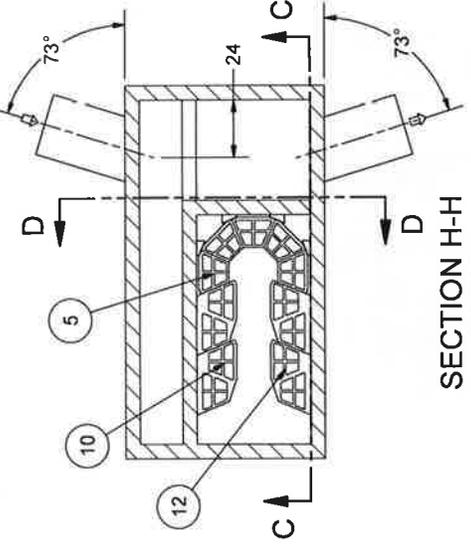
PARTS LIST

ITEM	QTY	DESCRIPTION	TYPE	SIZE (in)
1	1	PRECAST VAULT		6 ft x 12 ft
2	1	UFF INLET PIPE (BY OTHERS)	HDPE	21
3	1	UFF OUTLET PIPE (BY OTHERS)	HDPE	21
4	12	MODULE LID		
5	5	SUPPORT FRAME		
6	1	COVER 30 IN		30
7	4	WEDGE WALL MOUNT		
8	2	COVER 24 IN		24
9	12	MODULE BODY		
10	2	SUPPORT FRAME LH		
11	1	OUTLET MODULE		
11	1	BYPASS HOOD-S		
12	2	SUPPORT FRAME RH		

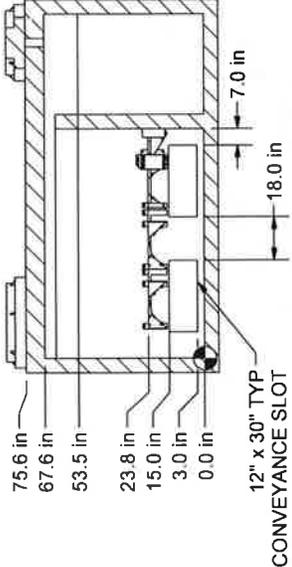
CAPACITIES:
1. Minimum performance: 80% removal, NUDEP - NUDEP Blend; NJCAT, Sil-Co-Sil 106 (d50 = 22 microns) at the peak treatment flow.
2. Maximum number of modules per outlet module: 38 **
3. NUDEP peak treatment flow: .056 cfs (25 gpm) per module, CPZ
4. NUDEP peak treatment flow: .056 cfs (25 gpm) at the peak treatment flow of .056 cfs (25 gpm) per module. For a given flow the head requirement can be reduced by adding additional filters.
ADDITIONAL DESIGN INFORMATION:
1. * Normal operating W.S.E. is 2.46' above the outlet invert at the peak treatment flow of .056 cfs (25 gpm) per module. For a given flow the head requirement can be reduced by adding additional filters.
2. ** Treatment flows that require more modules will require a larger vault design or different arrangement.
3. Media Types Available: New Jersey - Ribbons; Elsewhere - CPZ
4. Unit shall conform to HS20-44 load ratings.



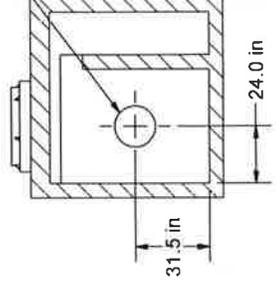
PRECAST DETAIL



SECTION H-H
SCALE 1:50



SECTION C-C
SCALE 1:50



SECTION D-D
SCALE 1:50

1. STRUCTURE WALL AND SLAB THICKNESSES ARE NOT TO SCALE
2. CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING THE STRUCTURE.
3. CONTRACTOR TO CONFIRM RIM PIPE INVERTS, PREPARE AN INVERTATION PRIOR TO RELEASE OF UNIT TO FABRICATION.
4. CONTRACTOR IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CASTINGS TO FINISHED GRADE.
5. ACTUAL DEPTH OF STRUCTURE MAY VARY DEPENDING ON AVAILABLE PRECAST FORMS. CONTRACTOR TO MEASURE HEIGHT OF STRUCTURE TO ENSURE THAT DEPTH OF EXCAVATION IS CORRECT.



PROJECTION

IF IN DOUBT ASK

DATE:	SCALE:
10/3/2022	1:50
DRAWN BY:	CHECKED BY:
KSM	
TITLE:	APPROVED BY:
UP-FLO FILTER 6R X 12R	
12 MODULES	

UFF-62
CAROLINE HEIGHTS DEVELOPMENT -
WI
ELM GROVE, WI



WEIGHT:	MATERIAL:
STOCK NUMBER:	
1	
DRAWING NO:	
22.12.3373-UFF.1	
SHEET SIZE:	SHEET
B	2 OF 2

PARTS LIST			
ITEM	QTY	DESCRIPTION	SIZE (in)
1	1	PRECAST VAULT	6 ft x 12 ft
2	1	UFF INLET PIPE (BY OTHERS)	21
3	1	UFF OUTLET PIPE (BY OTHERS)	21
4	12	MODULE LID	
5	5	SUPPORT FRAME	
6	1	COVER 30 IN	30
7	4	WEDGE WALL MOUNT	
8	2	COVER 24 IN	24
9	12	MODULE BODY	
10	2	SUPPORT FRAME LH	
11	1	OUTLET MODULE	
11	1	BYPASS HOOD-S	
12	2	SUPPORT FRAME RH	

**EXHIBIT 8
DEDICATED IMPROVEMENTS**

Exhibit 8 - 1

**EXHIBIT 9
PROPOSED WATER DISTRIBUTION LAYOUT**

Exhibit 9 - 1

Exhibit 9 - Proposed Water
Distribution Layout



Proposed Water Main Extensions Exhibit

Village of Elm Grove
Waukesha County, Wisconsin

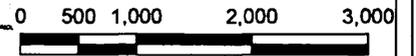
Legend

- Existing Water Mains
- Proposed Water Mains To Be Installed by Caroline Heights Apartments, LLC

Approximate Pressure Zone Boundary
(Existing 810 Elevation Contour)

Initial Connection to
Wauwatosa Water Supply

Existing Connection to
Brookfield Water Supply



Feet
Date: March 2, 2022

Ruekert · Mielke

EXHIBIT 10
STORM WATER MANAGEMENT, FACILITY MAINTENANCE
AND EASEMENT AGREEMENT

Exhibit 10 - 1

Add Title

Document Number

**STORM WATER MANAGEMENT,
FACILITY MAINTENANCE AND
EASEMENT AGREEMENT**

1 This Storm Water Management, Facility Maintenance
2 and Easement Agreement is dated as of _____, 2022 (this
3 "Agreement") by and between the VILLAGE OF ELM
4 GROVE, a Wisconsin Municipality ("Village") and
5 CAROLINE HEIGHTS APARTMENTS LLC, a Wisconsin
6 limited liability company ("Developer"), collectively referred
7 to as the "Parties."

8 **RECITALS:**

9 A. School Sisters of Notre Dame Central Pacific Province,
10 Inc. ("SSND") as the original owner of the real property
11 located in the Village and legally described on Exhibit A
12 (the "Property") caused, and the Village approved, the
13 Property being divided into four parcels by certified
14 survey map, a copy of which is attached hereto as
15 Exhibit B (the "CSM"), which CSM has now been
16 recorded.

17 B. Developer is now the owner of the real property depicted
18 as Lot 2 on the CSM and legally described on Exhibit C
19 attached hereto and located in the Village (the
20 "Apartment Property").

21 C. Affiliates of Developer have the right to purchase from SSND two parcels of real estate
22 located in the Village, adjacent to the Apartment Property, depicted as Lots 1 and 4 of
23 the CSM, and legally described on Exhibit D attached hereto (collectively the "Single-
24 Family Parcels" and together with the Apartment Property, the "Property").

25 D. Simultaneously herewith Developer and the Village have entered into a Development
26 Agreement in connection with development of the Apartment Property and the
27 preparation of the Single-Family Parcels for development through on and off-site
28 improvements (the "Development Agreement"), pursuant to which, among other matters,
29 Developer has agreed to develop a multifamily residential apartment project on the
30 Apartment Property as more particularly described in the Development Agreement (the
31 "Apartment Project") and also agreed to certain restrictions in the Development
32 Agreement with respect to any development of the Single-Family Parcels.

33 E. Pursuant to the Development Agreement, Developer has agreed to construct a storm
34 water management system on and serving the Property, to enter into this Agreement
35 covering the ongoing maintenance of the SWM System (as hereinafter defined), to

Name and Return Address

Tax Key Numbers: _____

36 provide for erosion control, and to provide for easements to be granted to Developer,
37 SSND and the Village in connection therewith, all as more particularly set forth herein.

38 F. As the current owner of the Single-Family Parcels, SSND has agreed to execute a
39 Consent to this Agreement, consenting to the recording of this Agreement against the
40 Single-Family Parcels, consenting to and granting the easements on, over, under and
41 across the Single-Family Parcels as more particularly set forth below, provided that so
42 long as SSND does not attempt to develop the Single-Family Parcels, SSND will have no
43 obligations under this Agreement other than as set forth above as to its consents and its
44 grant of the above described easements and SSND's agreement that this Agreement will
45 run with and bind the Single-Family Parcels and any future owners thereof, including,
46 without limitation, any Developer affiliate.

47 IN WITNESS THEREOF, Developer and the Village for good and valuable
48 consideration the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

49 1. SWM System Construction. Pursuant to the terms of the Development Agreement,
50 Developer has agreed to construct, install, furnish, and provide facilities for storm and
51 surface water drainage management for the Property (the "SWM System") in substantial
52 accordance with the Plans and Specifications set forth in Exhibit E (the "Plans and
53 Specifications") or as may need to be modified to be in accordance with all applicable
54 State, Federal, and Village statutes, regulations, ordinances, and MMSD Chapter 13
55 regulations. The Plans and Specifications depict the planned location of each storm water
56 management practice undertaking affected by this Agreement and contain a summary of
57 key engineering calculations and other data used to design the infiltration pond, dry
58 ponds #1, #2 and #3, and StormTrap System (as shown on the Plans and Specifications)
59 and also show detailed cross-section and plan view of the infiltration basin and dry ponds
60 #1, #2 and #3, and StormTrap System.

61 Upon completion of the SWM System, Developer's project engineer shall provide as-
62 built of the SWM System and certification to Developer and the Village that the design
63 and construction of the dry ponds and infiltration basin (collectively, "Basins") comply
64 with all regulatory agency requirements, applicable technical standards and the Village's
65 requirements. After construction certification has been accepted by the Village engineer,
66 the Parties agree that they shall add addendum(s) to this Agreement which shall be
67 recorded with the Waukesha County Register of Deed by Developer showing any
68 changes to the exhibits attached hereto as a result of actual construction with proof of
69 such recording being delivered to the Village engineer for confirmation and the Village
70 engineer shall then deliver the recorded addendum(s) to the Village Clerk. The
71 addendum(s) may contain several additional exhibits.

72 2. Intentionally Deleted.

73 3. Grant of Perpetual Easements by Single-Family Parcels. By the execution of the
74 Consent attached hereto, SSND hereby (a) consents to the recording of this Agreement

75 against the Single-Family Parcels and agrees and acknowledges that this Agreement will
76 run with and bind the Single-Family Parcels, (b) grants and conveys to Developer, as the
77 owner of the Apartment Property, its successors and assigns, forever: (i) a non-exclusive
78 perpetual easement, for the benefit of the Apartment Property, on, over, under and across
79 those portions of the Single-Family Parcels on which the SWM System will be located,
80 which areas are described and illustrated on Exhibit F (“Single-Family Easement Areas”
81 and together with the Apartment Easement Areas (as hereinafter defined), the “Easement
82 Areas”), including the right, obligation and authority to install, construct, inspect, use,
83 operate, maintain, repair, remove, and replace (including reconstruction) the portions of
84 the SWM System and erosion control measures located or to be located in the Single-
85 Family Easement Areas, (ii) a non-exclusive perpetual easement for the benefit of the
86 Apartment Property, on, over, under and across the Single-Family Easement Areas for
87 the natural drainage of ordinary surface water and storm water from the Property to the
88 Basins on the Apartment Property included as part of the SWM System, (iii) a non-
89 exclusive perpetual easement for the benefit of the Apartment Property, on, over, under
90 and across those portions of the Single-Family Parcels as necessary or desirable for
91 ingress and egress to and from the SWM System; (iv) a springing temporary non-
92 exclusive easement and right of ingress and egress (“Temporary Easement”) for
93 reasonable access across the Single-Family Parcels to perform the construction, repair,
94 reconstruction or replacement of the SWM System; and (v) the right to grant the Village
95 the easement rights described above without obligation. The Temporary Easement shall
96 automatically cease thirty (30) days after the construction, repair, reconstruction or
97 replacement work is completed and will be reinstated automatically when any other
98 such work commences, provided that after the initial construction of the SWM System
99 and final certification by the Developer’s engineer and approval by the Village and
100 except in the event of an emergency, Developer or its successors or assigns, as owner of
101 the Apartment Property, will provide the then owner of the impacted Single-Family
102 Parcel(s) with at least 10 days’ prior written notice if Developer will be reinstating the
103 Temporary Easement. For so long as SSND owns a Single-Family Parcel, Developer, as
104 the owner of the Apartment Property, and its successors and assigns, shall maintain
105 commercial general liability insurance insuring the use of (or activities on) the Single-
106 Family Easement Areas in an amount not less than \$1,000,000 per occurrence/\$2,000,000
107 annual aggregate. Such policy shall name SSND, as an additional insured and shall
108 provide that the insurer waives any right of subrogation. Upon conveyance by SSND of
109 the Single-Family Parcels, SSND is fully released from any obligation or liability,
110 express or implied, that it may have associated with this Agreement. For the avoidance
111 of doubt, provided SSND does not develop the Single-Family Parcels, then SSND’s only
112 obligations under this Agreement are the above consent and grant of easements.

- 113 4. Grant of Perpetual Easements to Lot 1 and Lot 3 of the CSM and to Lot 4 of the CSM.
114 Developer hereby grants and conveys to SSND, as the owner of Lot 1 and Lot 3 of the
115 CSM, its successors and assigns, forever a non-exclusive perpetual easement, for the
116 benefit of Lot 1 and Lot 3 of the CSM, the right to drain ordinary surface water and storm
117 water on, over, under and across those portions of the Apartment Property to Lot 4 of the
118 CSM, all as described on Exhibit G (“Lot 1 Drainage Easement”) and all of which are

119 part of the SWM System. Developer hereby grants and conveys to SSND, as the owner
120 of Lot 4 of the CSM, its successors and assigns, forever a non-exclusive perpetual
121 easement, for the benefit of Lot 4 of the CSM, the right to drain ordinary surface water
122 and storm water on, over, under and across the Apartment Property to the Basin located
123 on Lot 4 of the CSM, as described on Exhibit H ("Lot 4 Drainage Easement") and
124 together with Lot 1 Drainage Easement, the "Apartment Easement Areas") and which
125 Basin is part of the SWM System.

126 5. Outlots. As more particularly set forth in Section IX.C. of the Development Agreement,
127 an affiliate of the Developer intends to purchase the Single-Family Parcels and to convey
128 the Single-Family Parcels to a developer of single family residences. Pursuant to the
129 Development Agreement, in order to develop the Single-Family Parcels as individual
130 residential lots the single family developer will be required to record a plat as to each
131 Single-Family Parcel. The plat for Lot 4 of the CSM will create outlots upon which the
132 Basins and other parts of the SWM System will have been constructed (collectively, the
133 "Outlots"). The Developer intends to require the single family developer to convey the
134 Outlots to the owner of the Apartment Property once the plat for Lot 4 has been recorded.
135 Immediately following the conveyance of the Outlots to the owner of the Apartment
136 Property, the owner of the Apartment Property shall grant a non-exclusive perpetual
137 easement to the then owner(s) of remaining portions of Lot 4 of the CSM and its/their
138 successors and assigns, granting such remaining portions of Lot 4 of the CSM the right to
139 drain ordinary surface water and storm water on, over, under, across and the Outlots to
140 the Basins and other areas located on the Outlots and included as part of the SWM
141 System. For the avoidance of doubt, the Outlots and, if the Outlots are not created for
142 any reason, the land upon which the Outlots are intended to be located, is and will remain
143 subject to the easements and rights set forth in the Agreement no matter their ownership.

144 6. Maintenance Plan. In accordance with Village of Elm Grove Code – Part III, Land Use
145 Legislation/Water Control/Article III Stormwater Management 325-21 to 325-45,
146 Developer, as the owner of the Apartment Property, together with its successors and
147 assigns, but only while each owns the Apartment Property, agrees to maintain storm
148 water management practice(s) on the Property in accordance with the Storm Water
149 Maintenance Plan agreed to by Developer and the Village and attached hereto as Exhibit
150 I (the "SWM Maintenance Plan"). The SWM Maintenance Plan describes those ongoing
151 maintenance activities that must be carried out to maintain compliance with this
152 Agreement. In particular, Developer, as the owner of the Apartment Property, together
153 with its successors and assigns, but only while each owns the Apartment Property, shall
154 be responsible for the perpetual maintenance, operation, and, as needed, replacement of
155 the SWM System in accordance with the SWM Maintenance Plan, including any erosion
156 control required in connection with any such activities and shall be responsible for the
157 inspection on not less than an annual basis of the SWM System as required under the
158 SWM Maintenance Plan or to satisfy applicable storm and surface water management
159 performance standards as may be promulgated by any governmental authority with
160 jurisdiction and that are both applicable to and then enforceable against the SWM
161 System. This includes, but is not limited to, the responsibility for, on a routine and

162 emergency basis, and as needed, conducting all dredging and/or cleaning of the SWM
163 System and maintaining or replacing storm water management or conveyance facilities to
164 assure that they perform, at a minimum, in accordance with the performance standards set
165 forth in the SWM Maintenance Plan or to satisfy applicable storm and surface water
166 management performance standards as may be promulgated by any governmental
167 authority with jurisdiction and that are both applicable to and then enforceable against the
168 SWM System. Developer, as the owner of the Apartment Property, together with its
169 successors and assigns, but only while each owns the Apartment Property, shall also
170 comply with all provisions of Sections 325-21 through 325-45 of the Village Code of
171 Ordinances and the provisions of any then applicable State or Federal statute or
172 regulation concerning storm water management and discharge or, but only if applicable
173 to and required for then existing facilities such as the SWM System, as such ordinances,
174 statutes or regulations are amended from time-to-time.

175 Upon written notification by the Village, and only if the Village has good faith reason to
176 believe the SWM System has not been maintained in compliance with this Agreement,
177 the Developer or its successors or assigns shall, at their own cost and within a reasonable
178 time period determined by the Village, have an inspection of the storm water
179 management practice conducted by an independent, qualified professional, file a report
180 with the Village (a "Report") and complete any maintenance or repair work
181 recommended in the Report. Developer, or its successors or assigns shall be liable for the
182 failure to undertake any required maintenance or repairs. The Village shall be entitled to
183 be reimbursed for and awarded its reasonable attorney and engineering fees in enforcing
184 this Agreement even if litigation is not commenced. The Village shall not request a
185 Report more than once in any calendar year unless there is a Village Declared
186 Emergency.

187 In addition, and independent of the requirements of the SWM Maintenance Plan, the
188 Village, or its designee, is authorized to access the Easement Areas upon at least one
189 day's prior written notice except in the event of a Village Declared Emergency, as
190 necessary to conduct inspections of the storm water management practices or drainage
191 easements to ascertain compliance with the intent of this Agreement and the activities
192 prescribed in the SWM Maintenance Plan. Upon notification by the Village of required
193 maintenance or repairs, Developer or its successors or assigns shall complete the
194 specified maintenance or repairs within a reasonable time frame determined by the
195 Village.

196 7. Erosion Control: Apartments. Developer, as the owner of the Apartment Property,
197 together with its successors and assigns, but only while each owns the Apartment Project,
198 shall at all times promptly repair any siltation or erosion damage to adjoining surfaces
199 and drainage ways resulting from land developing, disturbing or construction activities on
200 the Apartment Property. Developer, as the owner of the Apartment Property, together
201 with its successors and assigns, but only while each owns the Apartment Property, shall
202 maintain all drainage systems, erosion control measures and other facilities located on the

203 Apartment Property in a manner consistent with other similarly situated developments in
204 the southeastern Wisconsin area.

205 In particular, Developer shall install and maintain Village-approved erosion control
206 methods/procedures in the approved erosion control plan for the Property as set forth in
207 the Plans and Specifications (as such term is defined in the Development Agreement) (the
208 "Erosion Control Plan") prior to and until commencement of any ground disturbing
209 activities by Developer on the Property. Developer shall thereafter provide and maintain
210 erosion control in accordance with Wisconsin Department of Natural Resources (the
211 "DNR") Best Management Practices until the Apartment Project and, but only if
212 applicable, the Single-Family Parcels are landscaped in accordance with Developer's
213 Plans and Specifications.

214 Unless construction commences within thirty (30) days after completion of all demolition
215 activity on the Apartment Property by Developer, weather permitting, Developer shall
216 restore the Property to an erosion-controlled and dust-free condition, which may include
217 temporary vegetation and/or other approved erosion control devices, in conformity with
218 the Plans and Specifications and in accordance with all applicable Village ordinances,
219 and State and Federal statutes and regulations.

220 Developer, and each of its agents, contractors, and subcontractors shall at all times
221 remain in compliance with all applicable municipal and state erosion control restrictions
222 and requirements including, but not limited to the DNR's Best Management Practices and
223 conditions of its DNR Chapter 30 permit until the Apartment Project is landscaped in
224 accordance with the Plans and Specifications. Until completion of the Apartment Project,
225 Developer shall implement erosion control plans as set forth in the Erosion Control Plan
226 and conforming to the requirements of the Village Code of Ordinances and in connection
227 therewith:

228 A. Developer shall notify the Public Works Director of the Village 48 hours prior to
229 the commencing of any land disturbing activity on the Property.

230 B. Developer shall notify the Public Works Director of completion of any erosion
231 control measures at the Property within 24 hours after their installation.

232 C. Developer shall install all erosion control measures as identified in the Erosion
233 Control Plan.

234 D. During construction of the Dedicated Improvements (as defined in the
235 Development Agreement), the SWM System and the Apartment Project,
236 Developer shall at all times promptly repair any siltation or erosion damage to
237 adjoining surfaces and drainage ways on adjacent private property and public
238 rights-of-ways resulting from land developing, disturbing or construction
239 activities by Developer on the Property.

- 240 E. During construction of the Dedicated Improvements, the SWM System and the
241 Apartment Project, Developer shall inspect the construction erosion control
242 measures on the Property after each rain of 0.5 inches or more and at least once
243 each week and make all needed repairs without delay. Developer shall prepare a
244 written report detailing each inspection using a format approved by the
245 Department of Natural Resources. A copy of each report shall be provided to the
246 Village upon completion. The Village retains the right, but not the obligation, to
247 perform its own periodic erosion control inspections. Inspections performed by
248 the Village do not relieve the Developer from its obligation to perform periodic
249 inspections described above.
- 250 F. Developer shall keep a copy of the Erosion Control Plan for construction on the
251 Apartment Property.
- 252 G. If, during construction of the Dedicated Improvements, the SWM System and the
253 Apartment Project, any erosion control facilities or measures (including but not
254 limited erosion logs, erosion bales, ditch checks, inlet protection, temporary
255 sediment basins, tracking pads, swales and berms) are washed out or otherwise
256 rendered ineffective as determined by the Building Inspector, Public Works
257 Director or Village Engineer, Developer shall replace said facilities within 24
258 hours of being so notified in writing by the Building Inspector, Village Engineer
259 or Public Works Director. If Developer fails to reinstall said facilities or
260 measures within 48 hours of being so notified by the Building Inspector, Village
261 Engineer or Public Works Director, the Village may, but is not required to,
262 reinstall said facilities and charge one hundred ten percent (110%) of all costs
263 incurred by the Village in so reinstalling said facilities to Developer. The Village
264 may collect this amount from the security the Village may be holding pursuant to
265 the Development Agreement.
- 266 H. All disturbed areas on all parcels of the Property on which construction is not
267 actively ongoing shall be restored by Developer to grade and re-vegetated,
268 weather permitting, within thirty (30) days of the cessation of any site preparation
269 and construction activities on and as to the Single-Family Parcels and the
270 cessation of all demolition, site preparation and construction activities on the
271 Apartment Project until the Apartment Project is landscaped in accordance with
272 the Plans and Specifications.
- 273 8. Erosion Control: Single Family. Until such time as a Single-Family Parcel is conveyed
274 to a third party unaffiliated with Developer, Developer, as the owner of the Apartment
275 Property, together with its successors and assigns, but only while each owns the
276 Apartment Property, shall maintain all drainage systems, erosion control measures and
277 other facilities located on all Single-Family Parcels so owned in a manner consistent with
278 other similarly situated developments in the southeastern Wisconsin area. Upon the
279 conveyance of a Single-Family Parcel to third party unaffiliated with Developer, then the
280 then owner of that Single-Family Parcel shall maintain all drainage systems, erosion

281 control measures and other facilities located on the applicable Single-Family Parcel in a
282 manner consistent with other similarly situated developments in the southeastern
283 Wisconsin area, except if and only to the extent such maintenance is to the SWM System
284 and the responsibility of the Apartment Property owner under the SWM Maintenance
285 Plan.

286 9. Single-Family Parcel Obligations. No improvements, including without limitation,
287 buildings, monuments, gazebos, or landscaping or similar items shall be constructed,
288 installed, placed or maintained on the Single-Family Easement Areas which may cause
289 damage to or interfere in any way with the flow of storm water or which would in any
290 way unreasonably or materially increase the costs to Developer of any maintenance or
291 repair within the Easement Areas; provided that a developer of a Single-Family Parcel
292 shall be permitted to install any such landscaping if required by applicable laws. No
293 changes of grade shall be made to a Single-Family Parcel which would alter, interrupt,
294 reduce or increase the flow of surface water runoff from such parcels in violation of the
295 SWM Plan or Erosion Control Plan, without the consent of Developer as owner of the
296 Apartment Property, which consent may be withheld in Developer's sole discretion.

297 10. Failure to Maintain SWM System/Easement Grant: Village. If Developer, as the owner
298 of the Apartment Property, together with its successors and assigns, but only while each
299 owns the Apartment Property, defaults in its obligations hereunder to maintain and repair
300 the SWM System, then the Village may give Developer, its successors or assigns, as
301 owner of the Apartment Property, written notice requiring that the failure be cured within
302 thirty (30) days (or such other longer reasonable period of time) thereafter, except in the
303 event of an emergency. If Developer or its successors or assigns fails to comply with the
304 demands of the notice or if such failure cannot reasonably be cured within such thirty
305 (30) day or other specified period, then provided Developer or its successors or assigns,
306 has commenced and is diligently pursuing such cure, then such longer period of time as
307 may be reasonably necessary to cure such failure, then if not cured the Village shall have
308 the right but not the obligation to provide the required repair or maintenance and to
309 charge the cost thereof, including administrative charges, to Developer or its successors
310 or assigns and if Developer, or its successors or assigns, do not pay such amounts within
311 thirty (30) days after written demand therefor, together with an itemization and
312 reasonable evidence of such costs, then the Village may levy the costs and expenses of
313 such inspections, maintenance or repair related actions as a special charge against the
314 Apartment Property and collected as such in accordance with the procedures under s.
315 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats. For the avoidance of doubt, and
316 notwithstanding the foregoing, no notice shall be required in the event of a Village
317 Declared Emergency. In furtherance of such right, Developer grants the Village, forever,
318 a non-exclusive easement over and across the Apartment Property and a sub-easement
319 across the Single-Family Parcels, and once created the Outlots, for the purpose of access
320 to the SWM System to exercise the Village's rights for the inspection, maintenance and
321 repair thereof, but only to the extent reasonably necessary or such inspection, repair or
322 maintenance purposes.

- 323 11. Failure to Maintain SWM System: Single-Family. If Developer, as the owner of the
324 Apartment Property, together with its successors and assigns, but only while each owns
325 the Apartment Property, defaults in its obligations hereunder to maintain and repair the
326 SWM System, then if such failure has or is reasonably likely to have a materially adverse
327 impact on drainage for all of, or any lot located within, a Single-Family Parcel, then the
328 owner of the impacted lot or a Single-Family Parcel may give Developer, its successors
329 or assigns, as owner of the Apartment Property, written notice requiring that the failure
330 be cured within thirty (30) days thereafter (or if such failure cannot reasonably be cured
331 within thirty (30) days, then such longer period of time as may be reasonably necessary to
332 cure such default). If Developer or its successors or assigns fails to comply with the
333 demands of the notice or if such failure cannot reasonably be cured within such thirty
334 (30) day or other specified period, then provided Developer or its successors or assigns,
335 has commenced and is diligently pursuing such cure, then such longer period of time as
336 may be reasonably necessary to cure such failure, then if not cured such impacted owner
337 shall have the right, as its sole remedy, to sue for specific performance.
- 338 12. Indemnity. Developer agrees to indemnify and hold harmless the Village, its officers,
339 agents and employees against any and all actions, damages, judgments, costs, or fees of
340 any kind whatsoever arising out of any negligence or willful misconduct of Developer, its
341 agents, or employees relating to this Agreement.
- 342 13. Run with the Land/Release upon Conveyance. This Agreement shall be binding upon,
343 inure to the benefit of and run with the Apartment Property and the Single-Family Parcels
344 and be binding upon all the owners thereof and their heirs, successors and assigns,
345 provided that upon the conveyance of by any owner, including without limitation,
346 Developer, its affiliates and SSND, of any portion of the Property, transferring owner
347 shall be fully released from all liability or obligations hereunder with respect to the
348 portion of the Property so conveyed arising after the date of such conveyance.
- 349 14. Estoppel Certificate. Within ten (10) days after request therefor, the parties hereto agree
350 to provide an estoppel certificate to the requesting party, its lenders, or any proposed
351 purchaser of all or any part of the Property, or such purchaser's lenders, stating that the
352 requesting party is not in default hereunder or if the requesting party is in default
353 hereunder setting forth any such defaults.
- 354 15. Severability. If any term, provision or condition contained in the Agreement shall, to any
355 extent, be invalid or unenforceable, the remainder of the Agreement (or the application of
356 such term, provision or condition to persons or circumstances other than those in respect
357 of which it is invalid or unenforceable) shall not be affected thereby, and each term,
358 provision or condition of the Agreement shall be valid and enforceable to the fullest
359 extent permitted by law.
- 360 16. Recording. The Agreement and all addendums thereto shall be recorded in the records of
361 Waukesha County, Wisconsin.

- 362 17. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of the
363 Agreement.
- 364 18. Notices. Any notice given hereunder shall be in writing and personally delivered, mailed
365 by registered or certified mail, return receipt requested, or delivered via overnight
366 courier: To the Village: Village Clerk, 13600 Juneau Blvd., Elm Grove, WI 53122 and to
367 Developer: c/o Mandel/Caroline Heights Apartments LLC, 330 East Kilbourn St., Suite
368 600 South, Milwaukee, WI 53202, Attention: Phil Aiello, with a copy to Foley & Lardner
369 LLP, 777 East Wisconsin Ave., Milwaukee, WI 53202, Attention: Candace Flatley and
370 to SSND: School Sisters of Notre Dame Central Pacific Province, Inc., 10700 West
371 Research Drive, Suite 145, Wauwatosa, WI 53226, Attention: Debra Sciano, with a copy
372 to Godfrey & Kahn, S.C., 833 East Michigan Street, Suite 1800, Milwaukee, WI 53202,
373 Attention: Elizabeth R. Johnson. Any party may, by notice as provided above, designate
374 a different address from time to time. Any such notice shall be effective on the date of
375 receipt.
- 376 19. Amendment. This Agreement may not be modified, amended, or terminated except in a
377 writing signed by each party hereto.
- 378 20. No Termination. In no event may any party terminate this Agreement as the result of a
379 default by any other party, and each party waives any such right to seek termination of
380 this Agreement.
- 381 21. No Third Party Beneficiaries. No person or entity shall be deemed a beneficiary of the
382 terms of this Agreement, unless specifically provided for herein.

383

[SIGNATURES ON FOLLOWING PAGES]

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 202_, the above-named Michele Luedtke, Village Clerk, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officer by the Village of Elm Grove.

Subscribed and sworn to before me
this _____ day of _____, 202_.

NOTARY PUBLIC, State of Wisconsin
Print Name: _____
My Commission: _____

DEVELOPER:

CAROLINE HEIGHTS APARTMENTS LLC

By: Mandel Caroline Heights Apartments LLC
Its: Manager

By: BR Mandel LLC
Its: Manager

By: _____
Name:
Its:

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 202_ the above-named _____, to me known to be the person who executed the foregoing acknowledged that he executed the same as the Manager of BR Mandel LLC, the Manager of Mandel Caroline Heights Apartments LLC, the Manager of Caroline Heights Apartments LLC.

Subscribed and sworn to before me
this _____ day of _____, 202_.

NOTARY PUBLIC, State of Wisconsin
Print Name: _____
My Commission: _____

EXHIBIT A
Legal Description –Property

EXHIBIT A

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 20 EAST, IN WAUKESHA COUNTY, WISCONSIN.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

THAT PART CONVEYED IN DEED RECORDED NOVEMBER 30, 1977 IN BOOK 274 PAGE 1006,
THAT PART CONVEYED IN WARRANTY DEED RECORDED MAY 21, 1921 IN BOOK 166 PAGE 88,
THAT PART CONVEYED BY WARRANTY DEED RECORDED December 27, 1988 IN BOOK 1072 PAGE 0546,
THAT PART CONVEYED BY QUIT CLAIM DEED RECORDED JUNE 18, 1942 IN BOOK 323 PAGE 527,
THAT PART CONVEYED BY QUIT CLAIM DEED RECORDED JANUARY 22, 1951 IN BOOK 538 PAGE 468,
THAT PART CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1954 IN BOOK 632 PAGE 410,
THAT PART CONVEYED IN WARRANTY DEED RECORDED JUNE 4, 1959 IN BOOK 810 PAGE 455,
THAT PART CONVEYED IN WARRANTY DEED RECORDED APRIL 24, 1961 IN BOOK 880 PAGE 216,
THAT PART CONVEYED BY DEED RECORDED MAY 24, 1961 IN BOOK 882 PAGE 458,
THAT PART CONVEYED BY DEED RECORDED OCTOBER 22, 1963 IN BOOK 962 PAGE 242,
THAT PART CONVEYED BY WARRANTY DEED RECORDED SEPTEMBER 30, 1965 IN BOOK 1028 PAGE 31,
THAT PART CONVEYED BY WARRANTY DEED RECORDED MARCH 1, 1968 IN BOOK 1112 PAGE 575,
THAT PART CONVEYED BY DEED RECORDED IN VOLUME 10 PAGE 231,
THAT PART CONVEYED BY DEED RECORDED OCTOBER 25, 1870 IN VOLUME 42 PAGE 609.

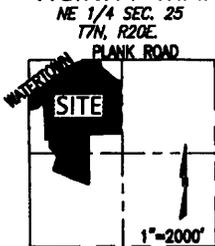
EXHIBIT B
Certified Survey Map – Property

EXHIBIT B

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 25,
Town 7 North, Range 20 East, in the Village of Elm Grove, Waukesha County, Wisconsin.

VICINITY MAP



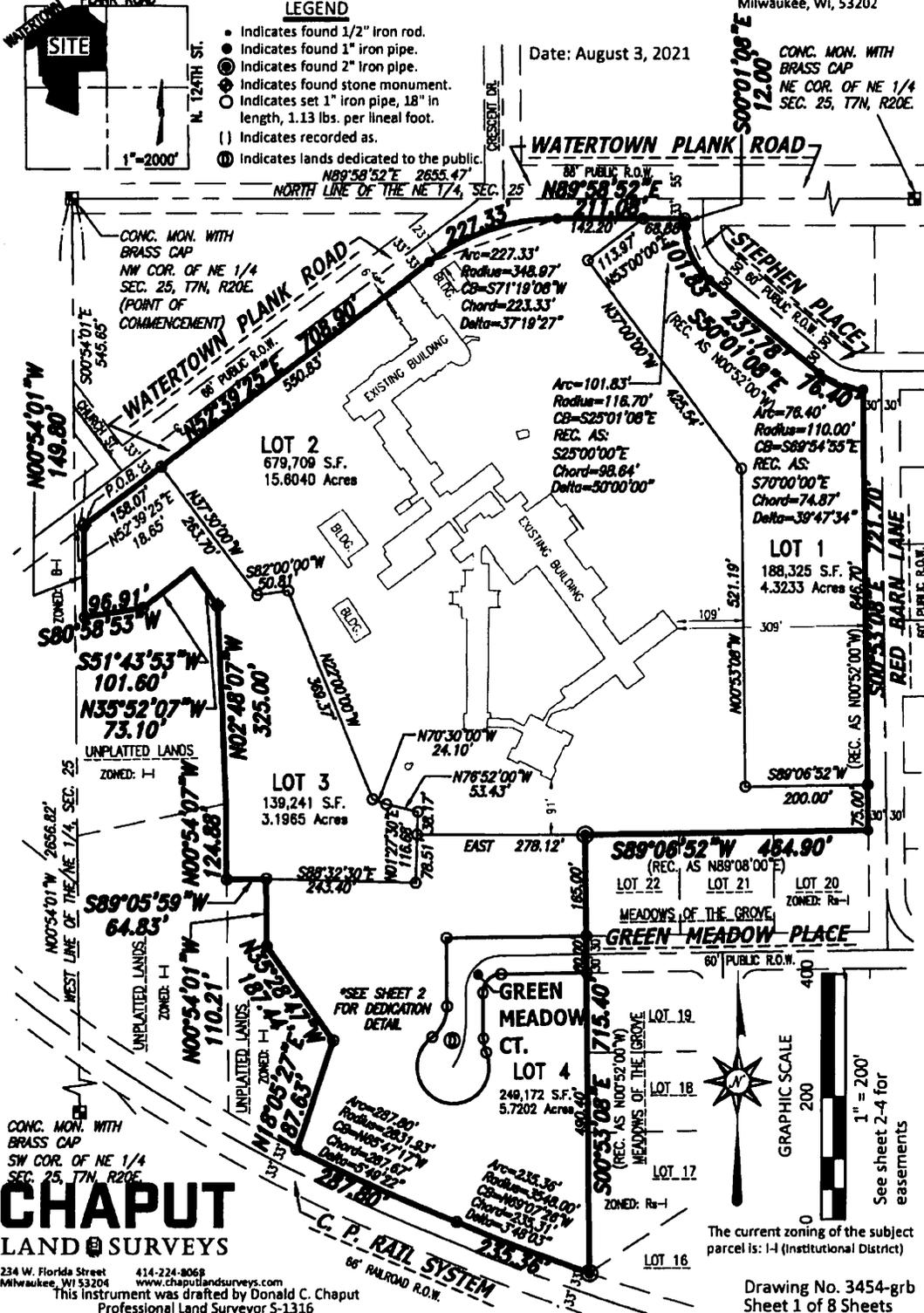
Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone), dated January 2019, in which the West line of the Northeast 1/4 of Section 25, bears N00°54'01"W.

Owner/Subdivider:
Mandel Group Properties LLC
330 E. Kilbourn Ave.
Suite 600 South
Milwaukee, WI, 53202

LEGEND

- Indicates found 1/2" iron rod.
- Indicates found 1" iron pipe.
- Indicates found 2" iron pipe.
- ⊙ Indicates found stone monument.
- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- () Indicates recorded as.
- Ⓢ Indicates lands dedicated to the public.

Date: August 3, 2021



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

Drawing No. 3454-grb
Sheet 1 of 8 Sheets

EXHIBIT C

Legal Description – Apartment Property

EXHIBIT C – Apartment Property Legal Description

CHAPUT
LAND SURVEYS

Lot 2 Legal Description

October 21, 2021

That part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 25, Town 7 North, Range 20 East, in the Village of Elm Grove, Waukesha County, Wisconsin.
Commencing at the Northwest corner of the Northeast 1/4 of said Section 25; thence South 00°54'01" East along the West line of said Northeast 1/4 a distance of 545.65 feet to a point on the South line of Watertown Plank Road; thence North 52°39'25" East along said South line 176.72 feet to the point of beginning of lands hereinafter described; thence North 52°39'25" East along said South line 550.83 feet to a point on the arc of a curve; thence Northeasterly along said South line and the arc of a curve 227.33 feet, whose center lies to the South, whose radius is 348.97 feet and whose chord bears North 71°19'08" East 223.33 feet to a point; thence North 89°58'52" East along said South line 142.20 feet to a point; thence South 53°00'00" West 113.97 feet to a point; thence South 37°00'00" East 425.54 feet to a point; thence South 00°53'08" East 521.19 feet to a point; thence North 89°06'52" East 200.00 feet to a point on the West line of Red Barn Lane; thence South 00°53'08" East along said West line 75.00 feet to a point; thence South 89°06'52" West along the North line of Meadows of the Grove Subdivision, 464.90 feet to a point; thence Due West 278.12 feet to a point; thence North 01°27'30" East 38.17 feet to a point; thence North 76°52'00" West 53.43 feet to a point; thence North 70°30'00" West 24.10 feet to a point; thence North 22°00'00" West 369.37 feet to a point; thence South 82°00'00" West 50.81 feet to a point; thence North 37°30'00" West 263.70 feet to the point of beginning.

Project No. 3454

EXHIBIT D

Legal Description – Single-Family Parcels

Exhibit D – Red Barn Parcel Legal Description



Lot 1 Legal Description

October 21, 2021

That part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 25, Town 7 North, Range 20 East, in the Village of Elm Grove, Waukesha County, Wisconsin, Commencing at the Northwest corner of the Northeast 1/4 of said Section 25; thence South 00°54'01" East along the West line of said Northeast 1/4 a distance of 545.65 feet to a point on the South line of Watertown Plank Road; thence North 52°39'25" East along said South line 727.55 feet to a point on the arc of a curve; thence Northeasterly along said South line and the arc of a curve 227.33 feet, whose center lies to the South, whose radius is 348.97 feet and whose chord bears North 71°19'08" East 223.33 feet to a point; thence North 89°58'52" East along said South line 142.20 feet to the point of beginning of lands hereinafter described; thence North 89°58'52" East along said South line 68.88 feet to a point on the arc of a curve; thence Southeasterly along the South line of Stephen Place and the arc of a curve 101.83 feet, whose center lies to the Northeast, whose radius is 116.70 feet and whose chord bears South 25°01'08" East 98.64 feet to a point; thence South 50°01'08" East along said South line 237.78 feet to a point on the arc of a curve; thence Southeasterly along said South line and the arc of a curve 76.40 feet, whose center lies to the North, whose radius is 110.00 feet and whose chord bears South 69°54'55" East 74.87 feet to a point; thence South 00°53'08" East along the West line of Red Barn Lane 646.70 feet to a point; thence South 89°06'52" West 200.00 feet to a point; thence North 00°53'08" West 521.19 feet to a point; thence North 37°00'00" West 425.54 feet to a point; thence North 53°00'00" East 113.97 feet to the point of beginning.

Project No. 3454

Exhibit D – Green Meadow Parcel Legal Description

CHAPUT
LAND SURVEYS

Lot 4 Legal Description

October 25, 2021

That part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 25, Town 7 North, Range 20 East, in the Village of Elm Grove, Waukesha County, Wisconsin.
Commencing at the Northwest corner of the Northeast 1/4 of said Section 25; thence South 00°54'01" East along the West line of said Northeast 1/4 a distance of 1118.63 feet to a point; thence North 89°05'59" East 309.20 feet to the point of beginning of lands hereinafter described; thence South 88°32'30" East 243.40 feet to a point; thence North 01°27'30" East 78.51 feet to a point; thence Due East 278.12 feet to a point; thence South 00°53'08" East along the West line of Meadows of the Grove Subdivision, 165.00 feet to a point; thence South 89°06'52" West 230.58 feet to a point; thence South 00°53'08" East 111.48 feet to a point on the arc of a curve; thence Southwesterly 57.47 feet along the arc of a curve whose center lies to the Northwest, whose radius is 60.00 feet and whose chord bears South 26°33'19" West 55.30 feet to a point on the arc of a curve; thence Northeasterly 269.40 feet along the arc of a curve whose center lies to the North, whose radius is 60.00 feet and whose chord bears South 74°37'51" East 93.75 feet to a point on the arc of a curve; thence Northwesterly 23.43 feet along the arc of a curve whose center lies to the East, whose radius is 60.00 feet and whose chord bears North 12°04'18" West 23.28 feet to a point; thence North 00°53'08" West 73.96 feet to a point on the arc of a curve; thence Northeasterly 47.12 feet along the arc of a curve whose center lies to the Southeast, whose radius is 30.00 feet and whose chord bears North 44°06'52" East 42.43 feet to a point; thence North 89°06'52" East 140.58 feet to a point; thence South 00°53'08" East along the West line of Meadows of the Grove Subdivision, 490.40 feet to a point on the North line of the C.P. Rail System and the arc of a curve; thence Northwesterly 235.36 feet along said North line and the arc of a curve, whose center lies to the Northeast, whose radius is 3548.00 feet and whose chord bears North 69°07'26" West 235.31 feet to a point on the arc of a curve; thence Northwesterly 287.80 feet along said North line and the arc of a curve, whose center lies to the Northeast, whose radius is 2831.93 feet and whose chord bears North 65°47'17" West 287.67 feet to a point; thence North 18°05'27" East 187.63 feet to a point; thence North 35°28'47" West 187.44 feet to a point; thence North 00°54'01" West 110.21 feet to the point of beginning.

Project No. 3454

EXHIBIT E
Plans and Specifications

EXHIBIT E

The Conceptual Stormwater Management Report – School Sisters of Notre Dame Development – Elm Grove, WI prepared by KSingh & Associates and dated December 21, 2020 (First Submittal), April 27, 2021 (Second Submittal), and July 20, 2021 (Third Submittal) is hereby incorporated by reference.

EXHIBIT F
Single-Family Easement Areas

Exhibit G – Single Family Easement Areas

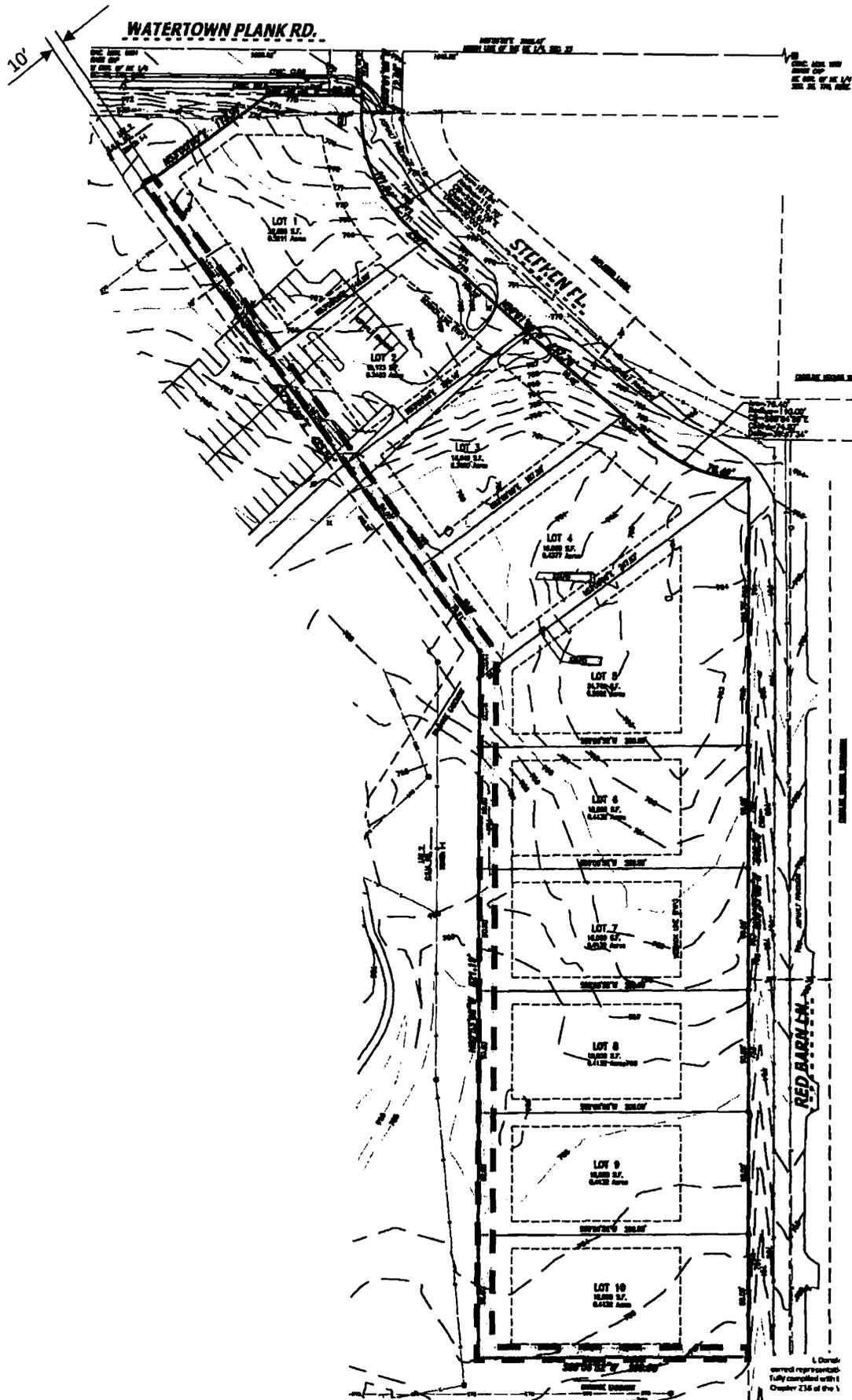


EXHIBIT G
Lot 1 Drainage Easement

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 25,
Town 7 North, Range 20 East, in the Village of Elm Grove, Waukesha County, Wisconsin.

DRAINAGE EASEMENTS

- Notes:**
- Any future development of Lot 1 may drain storm water to the drainage easement on Lot 2
 - Any future development of Lot 4 may drain storm water to the drainage easement on Lots 2 & 4

Date: August 3, 2021

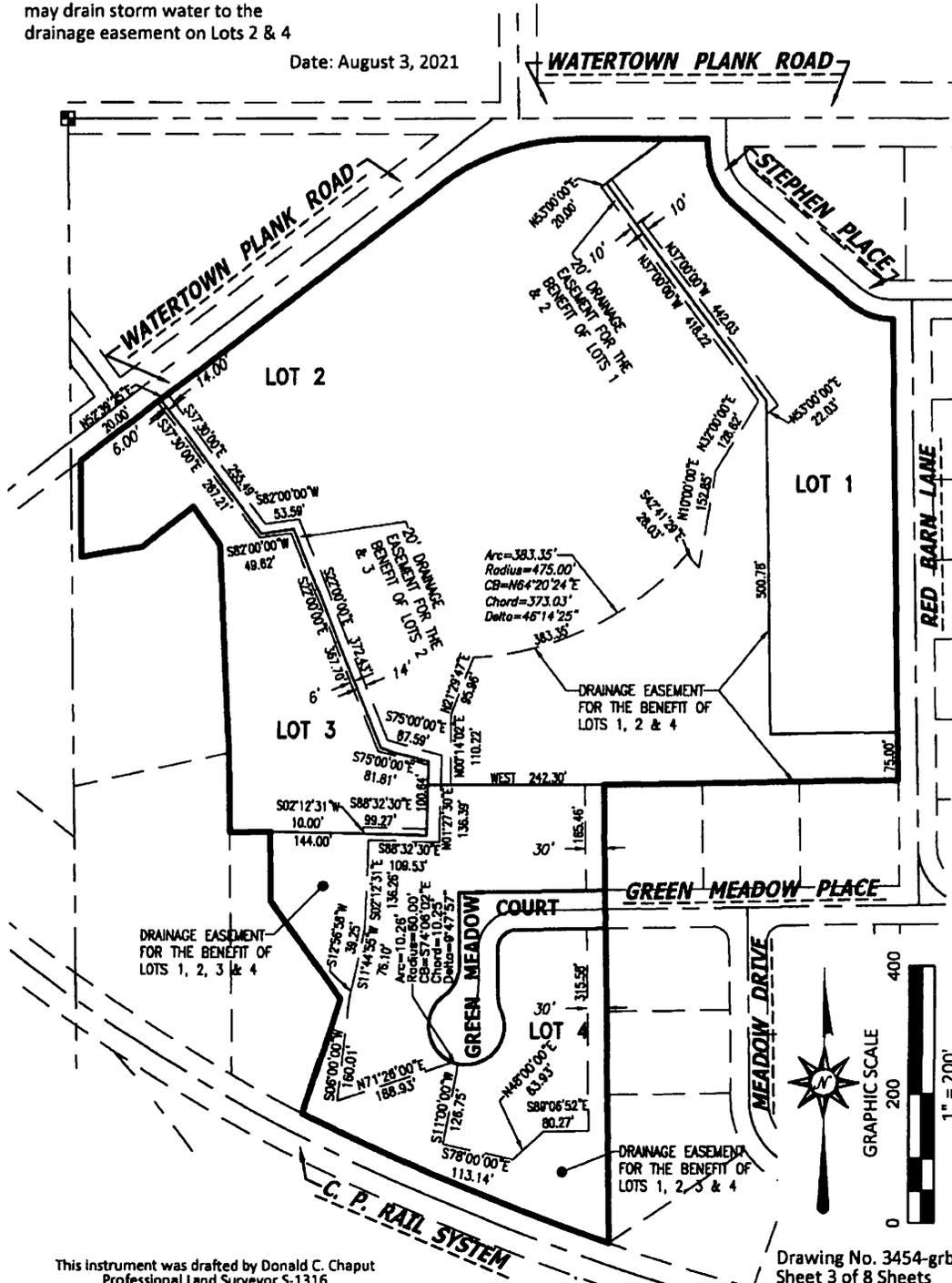


EXHIBIT H
Lot 4 Drainage Easement

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 25,
Town 7 North, Range 20 East, in the Village of Elm Grove, Waukesha County, Wisconsin.

DRAINAGE EASEMENTS

Notes:

- Any future development of Lot 1 may drain storm water to the drainage easement on Lot 2
- Any future development of Lot 4 may drain storm water to the drainage easement on Lots 2 & 4

Date: August 3, 2021

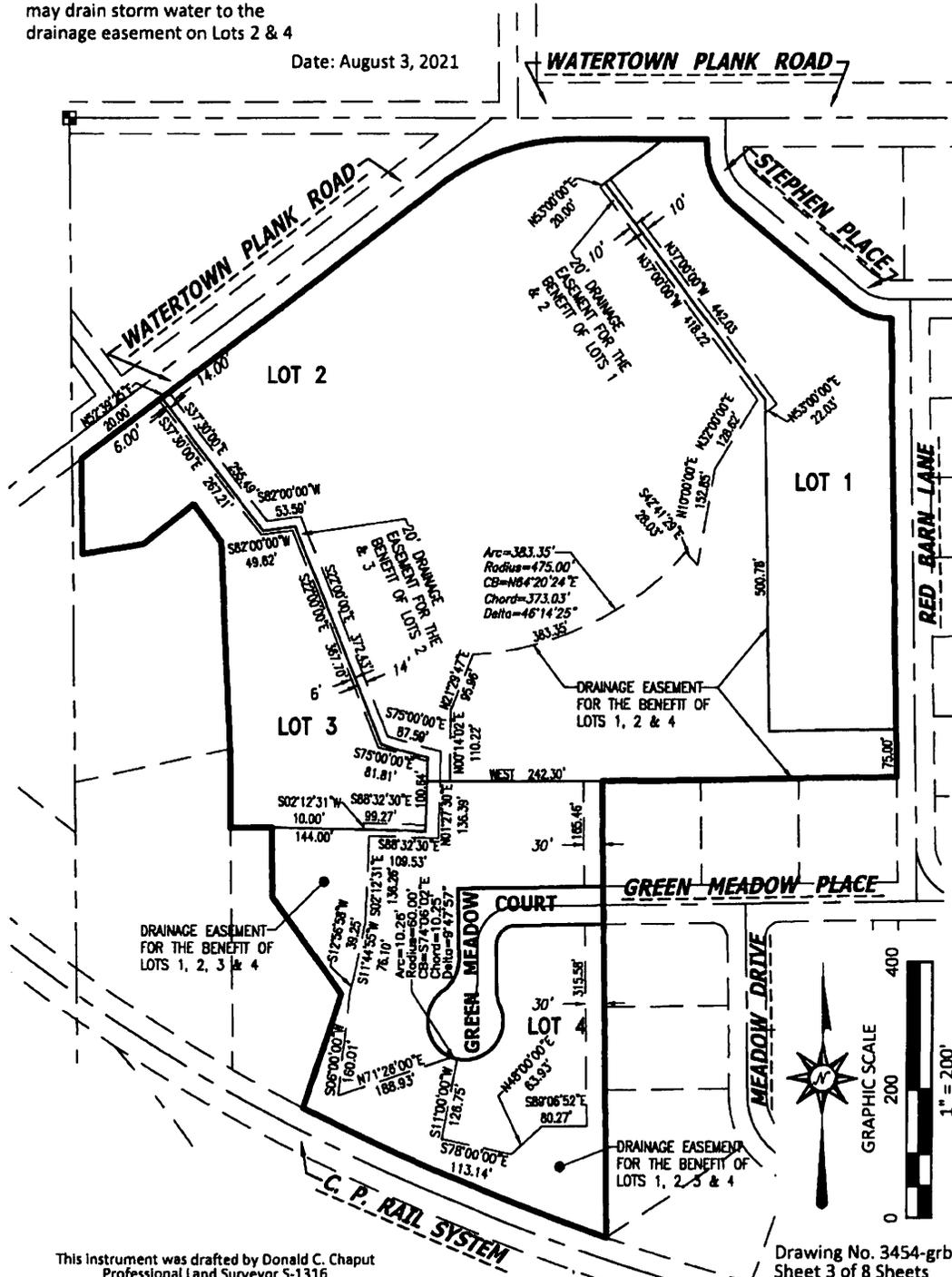


EXHIBIT I
SWM Maintenance Plan

EXHIBIT I

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the Village.

System Description:

An underground stormwater storage system, StormTrap system, will be installed within the main parking loop area. This system is utilized to store excess stormwater during large rain events and to reduce peak flows. The StormTrap system drains to a storm sewer pipe that runs over the parking garage between buildings 1 and 3 and ultimately outlets in Dry Pond #1. Dry Pond #1 also receives flow from roof drains from buildings 1 and 3, as well as flow from the eastern bioswale. Dry Pond #1 and Dry Pond #2 both outlet to pipes which discharge to the South Campus East Swale on the southeastern portion of the site. Dry pond #2 receives flow from the eastern homes via pipe routing. Dry pond #3 outlets to a pipe which discharges to the existing Southeast Basin. Dry Pond #3 receives flow from both the infiltration basin, as well as flow from the south campus road swales which accumulate flow from the south campus homes and surrounding area. . The infiltration basin has freeboard at the 100-year even but has an overland flow route via weir that is outletted to the south campus west swale, which outlets to Dry Pond #3 and ultimately is discharged to the existing Southeast Basin. The infiltration basin is designed to infiltrate runoff from its tributary area and reduce pre-development downstream peak flows The infiltration basin also receives flow via pipe routing from the western swale which accumulates runoff from the western portion of the site. The existing Southeast Basin also receives from offsite areas, but this is offset in existing vs. proposed conditions. The storm system must be maintained as specified in this Agreement (see Figures 1, 2 and 3). Catch basins are to be installed within the main parking loop area. Up-Flo filters will also be utilized to help reach TSS reduction goal of 60%. The entire site will achieve a 64.24% TSS reduction.

The underground stormwater storage system receives direct runoff from a 5.220 acre drainage area. The infiltration basin receives direct runoff from a 6.002 acre drainage area. Dry Pond #1 receives direct runoff from a 8.634 acre drainage area. Dry Pond #2 receives direct runoff from a 2.150 acre drainage area. Dry Pond #3 receives direct runoff from a 3.480 acre drainage area. The southeast basin receives direct runoff from a 0.718 acre drainage area. 0.626 acres drainage flow are undetained and flow offsite. "As-built" construction drawings of the infiltration basin and dry ponds #1, #2 and #3, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after the Village accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

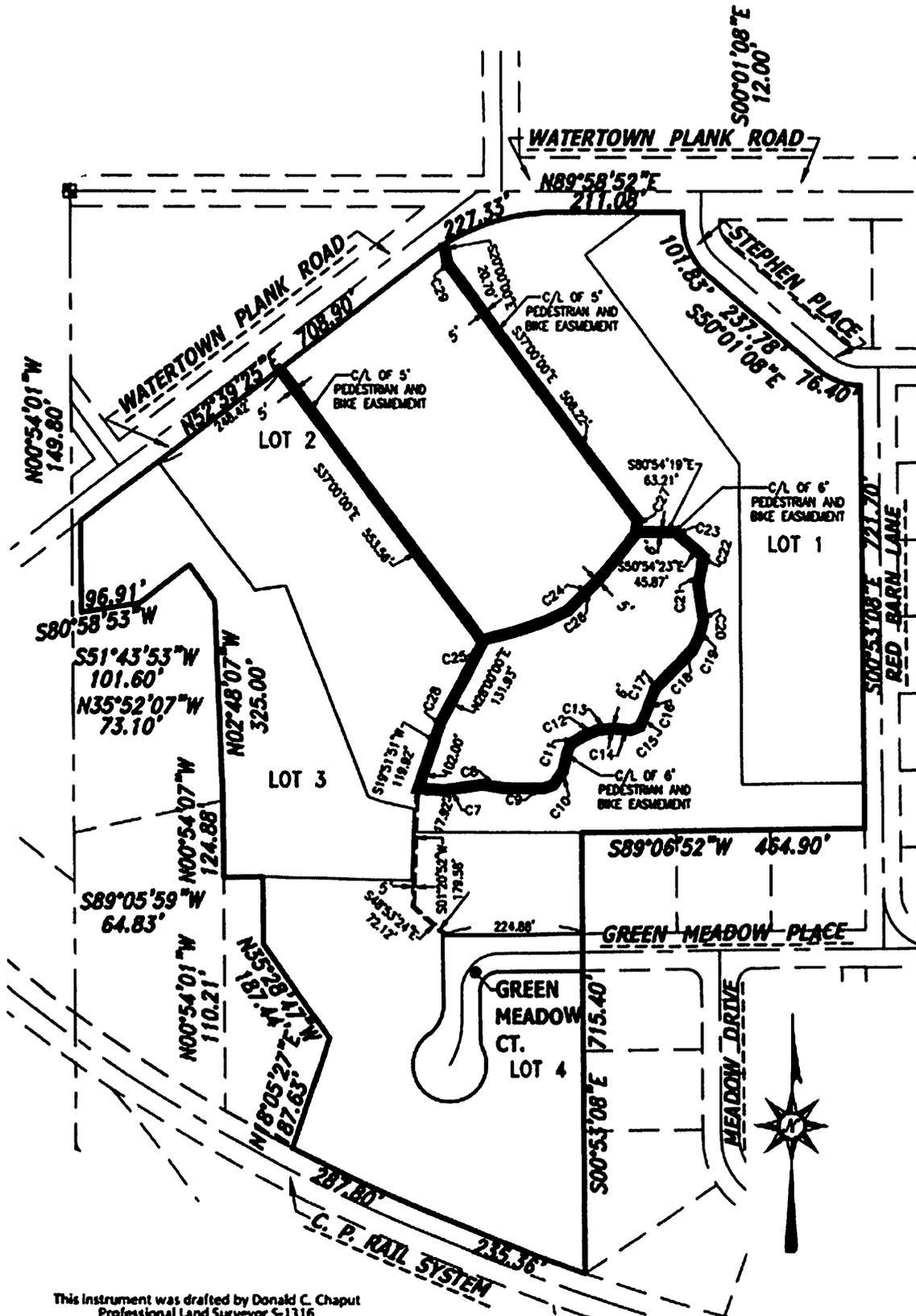
1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. Snow shall not be dumped directly onto the infiltration basin and dry ponds #1, #2 and #3 areas.
3. Inspect soil and repair eroded areas monthly and after heavy rains (greater than or equal to 1-inch of rainfall).
4. Remove litter and debris monthly.

EXHIBIT I

5. No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
6. If algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the infiltration basin and dry ponds #1, #2 and #3 and deposited where it cannot drain back into the infiltration basin and dry ponds #1, #2 and #3.
7. When sediment exceeds 3-inches from the bottom of the infiltration basin and dry ponds #1, #2 and #3 and/or once a year the sediment shall be removed. During the first year of operation the sediment shall be cleared at a minimum of twice for the year. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
8. Following removal of sedimentation, soil, mulch and plantings shall be replaced as necessary to restore infiltration basin and dry ponds #1, #2 and #3 to original design.
9. When sediment exceeds 3-inches from the bottom of the catch basin and/or twice a year the sediment shall be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the catch basin.
10. Visually inspect StormTrap system following major storm events or annually. Utilizing a sediment pole, measure and document the amount of silt at each manhole location. Inspect pipe openings for blockages at this time.
11. Any blockages should be removed as soon as practical. The StormTrap system should be completely cleaned whenever the sediment occupies more than 10-15% of the originally designed system's volume.
12. Stormwater check valve should be inspected at minimum monthly for damage, wear, and buildup of debris.
13. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the Village under the provisions listed on page 1 of this Agreement.
14. Up-Flo Filters used to capture total suspended solids (TSS) shall be inspected semi-annually in early spring and early fall. Inspections and cleanings of TSS and other debris shall be performed in accordance with the manufacturer Operation and Maintenance Manual.
15. If any part of any bioswale components has settled 4-inches lower than the design elevation, or inspector determines bioswale unsound, bioswale should be built back to the design elevation and repaired to specifications.

**EXHIBIT 11
WALKING PATH EASEMENT**

EXHIBIT 11 - WALKING PATH EASEMENT



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

CURVE INFORMATION

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	57.47'	60.00'	54°52'54"	N26°33'19"E	55.30'
C2	269.40'	60.00'	257°15'13"	S74°37'51"E	93.75'
C3	23.43'	60.00'	22°22'19"	S12°04'18"E	23.28'
C4	47.12'	30.00'	90°00'00"	S44°06'52"W	42.43'
C5	94.25'	60.00'	90°00'00"	S44°06'52"W	84.85'
C6	75.92'	133.81'	32°30'34"	N15°22'09"E	74.91'
C7	86.54'	140.00'	35°24'58"	S89°02'40"E	85.17'
C8	44.96'	119.97'	21°28'17"	N85°02'48"E	44.70'
C9	81.27'	394.10'	11°48'52"	S87°59'12"E	81.12'
C10	48.74'	33.12'	84°19'12"	N40°01'25"E	44.46'
C11	53.45'	58.82'	52°03'50"	S24°01'35"W	51.63'
C12	36.41'	82.04'	25°25'45"	S65°21'59"W	36.11'
C13	32.19'	54.95'	33°33'57"	N85°22'27"W	31.73'
C14	23.52'	32.18'	41°53'00"	S88°42'37"E	23.00'
C15	32.40'	38.60'	48°05'15"	N46°42'57"E	31.46'
C16	22.13'	113.58'	11°09'53"	N16°57'22"E	22.10'
C17	55.74'	98.77'	32°20'04"	S27°25'55"W	55.00'
C18	59.14'	762.70'	4°26'34"	N44°17'14"E	59.13'
C19	40.36'	73.04'	31°39'48"	N26°49'51"E	39.85'
C20	26.47'	62.84'	24°08'06"	N00°04'13"W	26.28'
C21	77.12'	204.85'	21°34'07"	S02°59'23"E	76.66'
C22	12.57'	29.00'	24°49'51"	S20°44'26"W	12.47'
C23	14.14'	27.00'	29°59'56"	N65°54'21"W	13.98'
C24	341.13'	332.18'	58°50'19"	N53°00'00"E	326.33'
C25	12.24'	332.18'	2°06'41"	N81°21'49"E	12.24'
C26	316.48'	332.18'	54°35'18"	N53°00'50"E	304.65'
C27	12.40'	332.18'	2°08'20"	N24°39'01"E	12.40'
C28	28.04'	197.50'	8°08'09"	S23°55'56"W	28.02'
C29	25.39'	75.77'	19°43'03"	S26°58'41"E	25.26'

EXHIBIT 12
GUARANTY THROUGH COMPLETION OF MINIMUM ASSESSED VALUE

**MGI ELM GROVE ASSESSMENT VALUATION
COMPLETION GUARANTY**

1 This Guaranty by is made by MANDEL GROUP, INC., a Wisconsin corporation
2 (“MGI” or the “Guarantor”) to and for the benefit of the Village of Elm Grove, Wisconsin, a
3 Wisconsin municipality (the “Village”).

4 WHEREAS, pursuant to that certain Development Agreement dated of even date
5 herewith (as amended, restated, supplemented or otherwise modified from time to time, the
6 “Development Agreement”) by and between _____ Apartments LLC
7 (“Developer”) and the Village, the Village has agreed to make certain financial accommodations
8 available to Developer, including providing MRO funds¹, on the terms and subject to the
9 conditions set forth in the Development Agreement; and,

10 WHEREAS, the Village requires, as a condition of entering into the Development
11 Agreement and the transactions related thereto, that Guarantor guaranty certain obligations of
12 Developer to the Village pursuant to the terms hereof; and,

13 WHEREAS, MGI is an affiliate of the Developer. and will derive substantial benefits
14 from the conduct of the Developer’s business and operations; and, by reason of the relationship
15 with the Developer, has agreed to execute this Guaranty; and,

16 WHEREAS, it is in the interests of both the Developer and MGI that the Developer
17 obtain the benefits under the Development Agreement.

18 NOW, THEREFORE, in consideration of the above premises and for other good and
19 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
20 Guarantor hereby agrees as follows:

21 1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to
22 such terms in the Development Agreement

23 2. So long as this Guaranty is outstanding, the Guarantor represents and warrants as
24 follows:

25 A. This Guaranty is a legal obligation, valid, binding upon and enforceable
26 against such Guarantor in accordance with its terms, except as it may be limited by applicable
27 bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights².

28 B. Except as disclosed by the Guarantor to the Village, in writing, prior to the
29 date hereof, there is no action, suit, proceeding or investigation before any court, public board or
30 body pending or threatened against the Guarantor, or any of its properties or assets, which, if
31 adversely determined, would have a material adverse effect upon the business, properties or
32 financial condition of the Guarantor’s financial ability to satisfy all the obligations of this
33 Guaranty.

¹ We can add installing the water main if you think that is wise based on politics and the ordinance.

² The deleted language is true whether or not it is included.

34 C. The Guarantor acknowledges that the Village has not made any
35 representations or warranties with respect to, and agrees that the Village does not assume any
36 responsibility to the Guarantor for and has no duty to provide information to the Guarantor
37 regarding the collectability or enforceability of the Development Agreement or the financial
38 condition of Developer. The Guarantor has independently evaluated and resolved to its
39 satisfaction all the issues, both financial and otherwise, relating to completion of the Apartment
40 Project.

41 3. The Guarantor hereby absolutely and unconditionally guarantees to the Village (i)
42 the performance of Developer's obligation to complete the construction of the Apartment Project
43 as set forth in the Development Agreement, i.e., demolishing most of the existing structures,
44 performing major renovation to two historically significant buildings, commonly referred to as
45 Notre Dame and Maria Halls, and constructing three 3 - story buildings and comprised of not
46 more than two hundred thirty-seven (237) residential units on the Apartment Property, such that
47 the Apartment Project will have an assessed value at the time of Apartment Project Completion
48 (defined below) of not less than Forty One Million Dollars \$41,000,000.00 ("**Guaranteed**
49 **Obligation**"). In the event that Developer fails to so complete construction of the Apartment
50 Project, then, upon receipt of written demand from the Village to do so, Guarantor will within
51 thirty (30) days after receipt of such notice undertake to complete construction of the Apartment
52 Project, including completion of the SWM System and the Public Improvements, and thereafter
53 pursue all necessary steps to complete such construction pursuant to the provisions of this
54 Guaranty.

55 The Village agrees that, upon Guarantor's fulfillment of the obligation to complete construction
56 of the Apartment Project through to Apartment Project Completion, the Village shall make
57 available all of the undisbursed TID Grant and MRO in accordance with the terms of the
58 Development Agreement provided that all of the following conditions precedent are satisfied: (i)
59 Guarantor shall request in writing that each such disbursement shall be made by the Village in
60 accordance with the terms and conditions set forth in the Development Agreement and (ii)
61 Guarantor shall comply with all of the applicable terms, procedures, conditions and
62 requirements required for each disbursement pursuant to the Development Agreement. Provided
63 that all of the above-referenced conditions have been satisfied, the remaining TID Grant and
64 MRO funds provided for in the Development Agreement, otherwise not encumbered or
65 otherwise pledged by Developer, shall be released to the Guarantor (and if the remaining TID
66 Grant and MRO funds are encumbered or pledged, then they shall be released to the party
67 entitled to thereunder) in accordance with the terms of the Development Agreement as if there
68 had been no default thereunder by Developer in obtaining Apartment Project Completion.

69 4. The Guaranteed Obligation hereunder shall be binding upon the Guarantor, its
70 successors, and assigns; however, the Guarantor shall not transfer or assign its Guaranteed
71 Obligation to an affiliate or another entity without the written consent of the Village. This
72 Guaranty shall remain in full force and effect until the Guaranteed Obligation has been
73 performed, without any right of offset and irrespective of:

74 A. Any failure or lack of diligence in connection or protection, failure in
75 presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of
76 notice of acceptance of this Guaranty, failure to give notice of failure of the Developer to

77 perform any covenant or agreement under the terms of the Development Agreement, or the
78 failure to resort for payment to the Developer or to any other person or entity or to any rights or
79 remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

80 B. Guarantor hereby expressly consents to the extension of the Development
81 Agreement or amendments, modifications, or waivers with respect to the Development
82 Agreement. Guarantor hereby expressly waives the benefit of any legal or equitable principle of
83 marshalling or other rule of law requiring a creditor to proceed against specific property, apply
84 proceeds in a particular manner or otherwise exercise remedies in order to protect the interests of
85 any individual or entity other than the Village.

86 5. This Guaranty shall be a continuing guaranty so long as any of the Guaranteed
87 Obligation remains unperformed and may be enforced by the Village. In the event that the
88 Village incurs any legal fees in the enforcement of this Guaranty whether or not litigation is
89 commenced, the Village shall be entitled to and awarded reasonable attorneys' fees. The Village
90 shall not transfer this Guaranty or the Development Agreement or any of its rights hereunder or
91 under the Development Agreement without the consent of Guarantor.

92 6. This Guaranty shall terminate and Guarantor shall be released from all further
93 liability hereunder upon the issuance of a certificate(s) of occupancy, whether temporary or
94 permanent, for all of the residential buildings in the Apartment Project ("**Apartment Project**
95 **Completion**"); provided the SWM System and the Public Improvements have been completed.

96 7. Notices hereunder shall be given in accordance with the provisions of the
97 Development Agreement, with Guarantor using the same contact information as Developer.

98 8. This Guaranty shall be governed by and construed in accordance with the laws of
99 the State of Wisconsin.

100

[Signatures Continued On Next Page]

**EXHIBIT 13
FORM OF LETTER OF CREDIT**

IRREVOCABLE STANDBY LETTER OF CREDIT

Applicant:

Beneficiary:

Issuance Date: _____, 20

Standby Letter of Credit No.:

Maximum Amount: US \$ _____ (United States Dollars)

Expiry Date: _____, 20

At the request of Applicant, we hereby issue in favor of Beneficiary our Irrevocable Standby Letter of Credit which is available three (3) Business Days after presentation by Beneficiary of its fully completed and signed demand for payment in a specified amount certifying:

That [Applicant Name] has defaulted in its obligation to Beneficiary under that certain Development Agreement between Beneficiary and Applicant dated [Date].

(collectively, the "Required Document").

You may present to us [] demand for payment under this Letter of Credit prior to the Expiry Date in an amount not to exceed the Maximum Amount of the Letter of Credit then in effect.

Demand for payment may be made by you under this Letter of Credit prior to the Expiry Date at any time during our business hours at our Commercial Loan Documentation Department, [TBD in Wisconsin] _____ on a day (herein called a "Business Day") on which we are open for the purpose of conducting commercial banking business. If demand for payment is made by you hereunder prior to 12:00 p.m., Milwaukee, Wisconsin time, on a Business Day, and provided that such demand for payment and the Required Document presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount demanded, in immediately available funds, not later than 4:00 p.m., Milwaukee, Wisconsin time, on the third Business Day thereafter, by certified check made out as indicated in your demand.

If demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported negotiation was not effected in accordance with the terms and conditions of this Letter of Credit stating the reasons therefor and that we are holding any documents at your disposal or are returning the same to you, as we may elect. Upon being notified that the purported negotiation was not effected in accordance with the Letter of Credit, you may attempt to correct any such nonconforming demand for payment if and to the extent that you are able to do so and provided that such full performance is accomplished on or before the Expiry Date.

Multiple drawings may not [or may] be made under the Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. This Letter of Credit cannot be modified without the consent of us and you.

This Letter of Credit is not assignable or transferrable and may be drawn upon only by the Beneficiary.

This Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (UCP600). This Letter of Credit shall be deemed to be a contract made under the law of the State of _____, and, as to those matters not governed by UCP600, shall be governed by and construed in accordance with the law of the State of Wisconsin, without regard to principles of conflicts of law.

Very Truly Yours,

By: _____
Printed: _____
Title: _____

EXHIBIT A
SIGHT DRAFT

Date: _____

Letter of Credit No.: _____

FOR VALUE RECEIVED

Pay at Sight to: _____ (Beneficiary)

U.S. _____ Dollars (U.S. \$ _____).

Charge to account of _____ (Applicant)

Drawn under _____
Irrevocable Standby Letter of Credit No. _____
dated _____, 20__ (the "Letter of Credit")

TO:

The sum drawn does not exceed the Maximum Amount available to be drawn thereunder as provided in the Letter of Credit.

Terms defined in the Letter of Credit have the same meaning as the terms when used herein.

(Beneficiary)

By: _____

Printed: _____

Title: _____

EXHIBIT B

_____, 20__

TO:

Re: Irrevocable Standby Letter of Credit No.

Ladies and Gentlemen:

The undersigned is the beneficiary (the "Beneficiary") of the Irrevocable Standby Letter of Credit No. _____ dated _____, 20__ (the "Letter of Credit") issued by you for the account of _____ (the "Applicant").

The undersigned hereby certifies as follows:

1. That [*Applicant Name*] has defaulted in its obligation to Beneficiary under that certain [*Type of Agreement*] Agreement dated [*Date*].
2. The amount demanded hereunder does not exceed the Maximum Amount available to be drawn thereunder as presently provided in the Letter of Credit.
3. The undersigned is an authorized representative of the Beneficiary.

Please wire transfer the amounts paid hereunder to the undersigned as follows:

Terms defined in the Letter of Credit have the same meanings when used herein.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its duly authorized officer this _____ day of _____, 20__.

Sincerely,

(Beneficiary)

By: _____

Printed: _____

Title: _____

EXHIBIT 14
FORM OF SSND SINGLE-FAMILY PARCEL EASEMENT

CONSTRUCTION AND STAGING
EASEMENT AGREEMENT

Document Number

Recording Area

Name and Return Address

Joshua P. Roling
Foley & Lardner LLP
777 E. Wisconsin Ave.
Milwaukee, WI 53202

Parcel Identification Number (PIN)

CONSTRUCTION AND STAGING EASEMENT AGREEMENT

This Construction and Staging Easement Agreement (this "Agreement") is dated as of _____, 2022 (the "Effective Date"), by and between the SCHOOL SISTERS OF NOTRE DAME CENTRAL PACIFIC PROVINCE, INC., a Missouri nonprofit corporation ("SSND") and _____ APARTMENTS LLC, a Wisconsin limited liability company ("Developer").

RECITALS:

A. SSND and Mandel Group Properties LLC ("MGP") entered into that certain Real Property Purchase Agreement dated January 30, 2020 (as amended from time to time, the "Purchase Agreement"), pursuant to which SSND agreed to sell to MGP, and MGP agreed to purchase from SSND, the Property (defined below) in phases, all as more particularly described therein.

B. MGP has assigned its rights under the Purchase Agreement to Developer, and simultaneously herewith, Developer acquired from SSND the portion of the Property legally described on Exhibit A attached hereto (the "Apartment Property").

C. The remainder of the Property has been divided into two parcels legally described on Exhibit B attached hereto (collectively the "Single-Family Parcels," and together with the Apartment Property, the "Property").

D. The Single-Family Parcels will be conveyed by SSND to Developer in accordance with the Purchase Agreement at a later date or dates.

E. Simultaneously herewith, Developer and the Village of Elm Grove (the "Village") have entered into a Development Agreement in connection with development of the Apartment Property and the Single-Family Parcels (the "Development Agreement").

F. Pursuant to the Development Agreement, Developer has agreed to construct on the Apartment Property three (3), three (3)-story buildings containing not more than two hundred thirty-seven (237) residential units, along with ancillary improvements and infrastructure related thereto (collectively, the "Apartment Project"), and has agreed to construct on the Property certain public improvements that are to be dedicated by Developer to the public (as more particularly defined in the Development Agreement, the "Dedicated Improvements") and facilities for storm and surface water drainage management for the Property in accordance with the Development Agreement (the "SWM System").

G. Pursuant to the Purchase Agreement, SSND has agreed to grant to Developer, certain exclusive and non-exclusive easements over the Single-Family Parcels to facilitate the construction of the Apartment Project, Dedicated Improvements, SWM System and certain site work and infrastructure in anticipation of the future development of the Single Family Parcels, all as more particularly set forth below.

IN WITNESS THEREOF, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. Grant of Easements. SSND hereby grants and conveys to Developer a permanent non-exclusive easement in, to, over, under, upon and across the Single-Family Parcels in the approximate locations as depicted on Exhibit C attached hereto (the "Permanent Easement Area") for purposes of the construction, installation, use, maintenance, repair, relocation and replacement of those portions of the Pubic Improvements and SWM System to be located on the Single-Family Parcels pursuant to the Development Agreement (the "Permanent Easement"). SSND hereby grants and conveys to Developer a temporary exclusive easement in, to, over, under, upon and across the Single-Family Parcels in the approximate locations as depicted on Exhibit D attached hereto (the "Temporary Easement Area") for purposes of, (i) grading, construction staging, worker parking, and storage of vehicles, machinery, equipment and materials, (ii) installation of temporary storage facilities and office trailers, (iii) installation and maintenance of construction fencing and/or barriers, and (iv) ingress and egress to and from the Apartment Property for all construction vehicles, machinery and equipment (collectively, the "Temporary Easement," and together with the Permanent Easement, the "Easement"). All actions taken by Developer in connection with the grant, use or exercise of the rights and the Easement granted pursuant to or under this Agreement shall be referred to herein as the "Easement Activities."
2. Use. The easement rights granted hereby shall be exercised in a safe and prudent manner, and in accordance with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction thereof.
3. Term. The term of the Temporary Easement shall commence as of the Effective Date and shall terminate and be of no further force or effect on the earlier of (i) the date on which the Apartment Project, the Dedicated Improvements and the SWM System are substantially completed, but in any event no later than December 31, 2024, or (ii) forty-eight (48) hours after Developer gives SSND written notice of termination. Upon the request of either party, SSND and Developer shall record any such instrument as reasonably necessary to memorialize such termination. For the avoidance of doubt, the Permanent Easement shall survive and remain in full force and effect notwithstanding the expiration or termination of the Temporary Easement.
4. Indemnification. Developer shall indemnify, defend and hold SSND, its agents, and employees harmless from any and all claims, damages, losses, liabilities, expenses and fees (including reasonable attorneys' fees and costs) arising out of (a) the Easement Activities of Developer or Developer's agents, employees, contractors, subcontractors or invitees, or (b) a breach of this Agreement by Developer or Developer's agents, employees, contractors, subcontractors or invitees, except, in each case, to the extent caused by the negligence or willful misconduct of SSND or its successors and assigns. This indemnity shall benefit the successors and assigns of SSND only if Developer or its affiliate fails to close on the Single-Family Parcels as required under the Purchase Agreement.
5. Restoration. Developer covenants and agrees to promptly repair, at its sole cost and expense, any damage that occurs to a Single-Family Parcel as a result of its exercise of its

rights under this Agreement if Developer or its affiliate fails to close on that Single Family Parcel pursuant to the Purchase Agreement.

6. No Liens. Developer shall not allow any construction lien to be filed against the Single-Family Parcels arising out of any Easement Activities unless such lien is contested in good faith by Developer. In the event such a lien is filed against the Single-Family Parcels and Developer does not close on the Single-Family Parcels as required under the Purchase Agreement, then Developer shall have thirty (30) days after written demand from SSND to satisfy the lien, to bond over the lien in an amount sufficient to clear title to the Single-Family Parcels, or to provide SSND with title insurance or other security in a form or amount requested by SSND, as determined in its sole discretion.
7. Non-Interference/Cooperation. The parties, on behalf of themselves and their officers, agents, employees, invitees, members, tenants, contractors, subcontractors, successors and assigns, hereby agree not to unreasonably interfere and to reasonably cooperate with each other with respect to the exercise of their rights hereunder.
8. Insurance. At any time while Developer, its agents, employees, contractors and subcontractors are undertaking Easement Activities on the Single-Family Parcels during the term of this Agreement, Developer shall obtain and maintain, or shall cause its contractor to maintain, in full force and effect at Developer's or such contractor's expense, a standard commercial general liability insurance policy (or policies) which will include SSND as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Single-Family Parcels arising from Developer's conduct, with a liability limit of not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate limit, and which shall not be canceled except after thirty (30) days written notice to SSND. Before commencing any Easement Activities on the Single-Family Parcels, Developer shall furnish SSND with evidence of insurance reasonably acceptable to SSND demonstrating compliance with the terms of this Section 8, including but not limited to a certificate of insurance and endorsements naming SSND as an additional insured, waiving the insurance company's right to recover against SSND, providing notice of cancellation for all causes, and making Developer's insurance primary and noncontributory.
9. Representation Regarding Mortgages. SSND represents that as of the date hereof, there are no mortgages, liens or, to its knowledge, other rights of third parties, in the Single-Family Parcels which could divest any of the easements granted hereby.
10. Real Property Taxes. Until Developer closes on the Single-Family Parcels as required under the Purchase Agreement, Developer shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the Single-Family Parcels.
11. Costs. Upon the occurrence of any breach or default under this Agreement by either party, the defaulting party shall be liable for and shall reimburse the non-defaulting party upon demand for all reasonable attorneys' fees and costs incurred by the non-defaulting party in

enforcing the defaulting party's obligations under this Agreement, whether or not the non-defaulting party files legal proceedings in connection therewith.

12. Covenants Running with the Land. All of the terms, covenants and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, it being the intent of the parties hereto that all of the covenants hereunder shall be "covenants running with the land" and, as such, shall run with, be binding upon, and be for the benefit of the Apartment Property and shall run with, be binding upon, and burden the Single-Family Parcels.
13. Estoppel Certificate. Within ten (10) days after written request therefor, the parties hereto agree to provide an estoppel certificate to the requesting party, its lenders, or any proposed purchaser of all or any part of the Property, or such purchaser's lenders, stating that the requesting party is not in default hereunder or if the requesting party is in default hereunder setting forth any such defaults.
14. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. Recording. This Agreement shall be recorded in the records of Waukesha County, Wisconsin.
16. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.
17. Notices. Any notice given hereunder shall be in writing and personally delivered, mailed by registered or certified mail, return receipt requested, or delivered via overnight courier:

To SSND: School Sisters of Notre Dame
 Central Pacific Province, Inc.
 10700 W. Research Drive, Suite 145
 Wauwatosa, WI 53226
 Attention: Debra M. Sciano

with a copy to: Godfrey & Kahn, S.C.
 833 E. Michigan Street, Suite 1800
 Milwaukee, WI 53202
 Attention: Elizabeth R. Johnson

To Developer: c/o Mandel/_____ Apartments LLC
 330 East Kilbourn St., Suite 600 South

Milwaukee, WI 53202
Attention: Phil Aeillo

with a copy to: Foley & Lardner LLP
777 East Wisconsin Ave.
Milwaukee, WI 53202
Attention: Candace Flatley

Any party may, by notice as provided above, designate a different address from time to time. Any such notice shall be effective on the date of receipt.

18. Amendment; Wavier. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.
19. Governing Law. This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Waukesha County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.
20. No Third Party Beneficiaries. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein.
21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

DEVELOPER:

_____ Apartments LLC

By: Mandel/_____ Apartments LLC
Its: Manager

By: BR Mandel LLC
Its: Manager

By: _____
Name:
Its:

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 202_ the above-named _____, to me known to be the person who executed the foregoing acknowledged that he executed the same as the Manager of BR Mandel LLC, the Manager of Mandel/_____ Apartments LLC, the Manager of _____ Apartments LLC.

Subscribed and sworn to before me
this _____ day of _____, 202_.

NOTARY PUBLIC, State of Wisconsin
Print Name: _____
My Commission: _____

[Signature Page to Construction and Staging Easement Agreement]

EXHIBIT A

Legal Description of Apartment Parcel

EXHIBIT B

Legal Descriptions of Single-Family Parcels

EXHIBIT C

Permanent Easement Area

EXHIBIT D

Temporary Easement Area

EXHIBIT 15
SINGLE FAMILY PRELIMINARY PLATS

EXHIBIT 16
ELIGIBLE PROJECT COSTS SCHEDULES

Village of Elm Grove

Tax Increment District # 3 (SSND Project)

Mandel SSND Caroline Heights - 2023 [Mandel Projections]

Development Assumptions \$9.8M MRO

Construction Year	Land	Apartments	Improved Single Family Land	Single Family Home Sales	Annual Total	Construction Year
1 2022				0	0	2022 1
2 2023		15,155,600		0	15,155,600	2023 2
3 2024		39,134,288	3,360,000	1,920,000	44,414,288	2024 3
4 2025		6,285,919		1,920,000	8,205,919	2025 4
5 2026				1,920,000	1,920,000	2026 5
6 2027				1,920,000	1,920,000	2027 6
7 2028				1,920,000	1,920,000	2028 7
8 2029				1,920,000	1,920,000	2029 8
9 2030				1,920,000	1,920,000	2030 9
10 2031				0	0	2031 10
11 2032					0	2032 11
12 2033					0	2033 12
13 2034					0	2034 13
14 2035					0	2035 14
15 2036					0	2036 15
16 2037					0	2037 16
17 2038					0	2038 17
18 2039					0	2039 18
19 2040					0	2040 19
20 2041					0	2041 20
21 2042					0	2042 21
22 2043					0	2043 22
23 2044					0	2044 23
24 2045					0	2045 24
25 2046					0	2046 25
26 2047					0	2047 26
27 2048					0	2048 27
Totals	<u>0</u>	<u>60,575,807</u>	<u>3,360,000</u>	<u>13,440,000</u>	<u>77,375,807</u>	

Notes:

- Improved land value estimated upon sales to single family developer \$160,000 ea.
- Single Family improved land sales: Lot 1 (Red Barn); Lot 4 (Green Meadow)
- Single Family home sales estimated at \$800,000 each (\$640,000 plus improved land)
- Apartment value estimated at \$255,594/unit per assessor email 8.15.2023
- Apartment construction start 9/1/2023, completion 2/1/2025

Village of Elm Grove

Tax Increment District # 3 (SSND Project)

Mandel SSND Caroline Heights - 2023 [Mandel Projections]

Tax Increment Projection Worksheet \$9.8M MRO

Type of District	Blighted Area		Base Value	0	Apply to Base Value
District Creation Date	March 28, 2022		Appreciation Factor	2.25%	
Valuation Date	Jan 1,	2022	Base TID Tax Rate	\$14.48	
Max Life (Years)	27		Rate Adjustment Factor		
Expenditure Period/Termination	22	3/28/2044			
Revenue Periods/Final Year	27				
Extension Eligibility/Years	Yes		Tax Exempt Discount Rate		
Recipient District	Yes		Taxable Discount Rate	1.50%	

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2022	0	2023	0	0	2024	\$14.48	0	0
2	2023	15,155,600	2024	0	15,155,600	2025	\$14.48	219,479	219,479
3	2024	44,414,288	2025	341,001	59,910,889	2026	\$14.48	867,612	1,087,091
4	2025	8,205,919	2026	1,347,995	69,464,803	2027	\$14.48	1,005,969	2,093,061
5	2026	1,920,000	2027	1,562,958	72,947,761	2028	\$14.48	1,056,409	3,149,469
6	2027	1,920,000	2028	1,641,325	76,509,086	2029	\$14.48	1,107,983	4,257,452
7	2028	1,920,000	2029	1,721,454	80,150,540	2030	\$14.48	1,160,717	5,418,169
8	2029	1,920,000	2030	1,803,387	83,873,927	2031	\$14.48	1,214,638	6,632,807
9	2030	1,920,000	2031	1,887,163	87,681,091	2032	\$14.48	1,269,772	7,902,580
10	2031	0	2032	1,972,825	89,653,915	2033	\$14.48	1,298,342	9,200,922
11	2032	0	2033	2,017,213	91,671,128	2034	\$14.48	1,327,555	10,528,477
12	2033	0	2034	2,062,600	93,733,729	2035	\$14.48	1,357,425	11,885,902
13	2034	0	2035	2,109,009	95,842,738	2036	\$14.48	1,387,967	13,273,869
14	2035	0	2036	2,156,462	97,999,199	2037	\$14.48	1,419,196	14,693,065
15	2036	0	2037	2,204,982	100,204,181	2038	\$14.48	1,451,128	16,144,193
16	2037	0	2038	2,254,594	102,458,775	2039	\$14.48	1,483,779	17,627,972
17	2038	0	2039	2,305,322	104,764,098	2040	\$14.48	1,517,164	19,145,135
18	2039	0	2040	2,357,192	107,121,290	2041	\$14.48	1,551,300	20,696,435
19	2040	0	2041	2,410,229	109,531,519	2042	\$14.48	1,586,204	22,282,639
20	2041	0	2042	2,464,459	111,995,978	2043	\$14.48	1,621,894	23,904,533
21	2042	0	2043	2,519,910	114,515,888	2044	\$14.48	1,658,386	25,562,919
22	2043	0	2044	2,576,607	117,092,495	2045	\$14.48	1,695,700	27,258,619
23	2044	0	2045	2,634,581	119,727,076	2046	\$14.48	1,733,853	28,992,472
24	2045	0	2046	2,693,859	122,420,935	2047	\$14.48	1,772,865	30,765,337
25	2046	0	2047	2,754,471	125,175,406	2048	\$14.48	1,812,754	32,578,091
26	2047	0	2048	2,816,447	127,991,853	2049	\$14.48	1,853,541	34,431,632
27	2048	0	2049	2,879,817	130,871,670	2050	\$14.48	1,895,246	36,326,878
Totals		77,375,807		53,495,863		Future Value of Increment	36,326,878		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Village of Elm Grove

Tax Increment District # 3 (SSND Project)

Mandel SSND Caroline Heights - 2023 [Mandel Projections]

Cash Flow Projection \$9.8M MRO

Year	Projected Revenues			Expenditures							Balances			Year		
	Tax Increments	Capitalized Interest	Total Revenues	Tax-Exempt GO Bond 995,000			Taxable GO Bond 8,985,000			Developer MRO 9,800,000	Admin.	Total Expenditures	Annual		Cumulative	Principal Outstanding
				Dated Date: Principal	07/01/24 Est. Rate	Interest	Dated Date: Principal	01/01/25 Est. Rate	Interest							
2022		0	0								15,500	15,500	(15,500)	(15,500)	9,980,000	2022
2023			0							0	5,000	5,000	(5,000)	(20,500)	9,980,000	2023
2024	0		0	0			0			0	5,100	5,100	(5,100)	(25,600)	9,980,000	2024
2025	219,479	328,337	547,816	30,000	3.75%	41,263	0		328,337	0	5,202	404,802	143,014	117,414	9,950,000	2025
2026	867,612		867,612	35,000	3.57%	34,101	260,000	5.05%	485,940	0	5,306	820,347	47,265	164,679	9,655,000	2026
2027	1,005,969		1,005,969	40,000	3.39%	32,798	275,000	5.05%	472,431	180,328	5,412	1,005,969	0	164,679	9,340,000	2027
2028	1,056,409		1,056,409	40,000	3.26%	31,469	290,000	5.05%	458,165	231,254	5,520	1,056,409	0	164,679	9,010,000	2028
2029	1,107,983		1,107,983	40,000	3.22%	30,172	305,000	5.05%	443,141	284,039	5,631	1,107,983	0	164,679	8,665,000	2029
2030	1,160,717		1,160,717	40,000	3.17%	28,894	320,000	5.05%	427,360	338,720	5,743	1,160,717	0	164,679	8,305,000	2030
2031	1,214,638		1,214,638	45,000	3.13%	27,556	335,000	5.05%	410,821	390,403	5,858	1,214,638	0	164,679	7,925,000	2031
2032	1,269,772		1,269,772	45,000	3.11%	26,152	350,000	5.10%	393,438	449,207	5,975	1,269,772	0	164,679	7,530,000	2032
2033	1,298,342		1,298,342	45,000	3.40%	24,688	370,000	5.15%	374,985	477,574	6,095	1,298,342	0	164,679	7,115,000	2033
2034	1,327,555		1,327,555	50,000	3.50%	23,047	390,000	5.20%	355,318	502,973	6,217	1,327,555	0	164,679	6,675,000	2034
2035	1,357,425		1,357,425	50,000	3.55%	21,285	410,000	5.30%	334,312	535,487	6,341	1,357,425	0	164,679	6,215,000	2035
2036	1,387,967		1,387,967	50,000	3.60%	19,498	435,000	5.40%	311,703	565,298	6,468	1,387,967	0	164,679	5,730,000	2036
2037	1,419,196		1,419,196	55,000	3.65%	17,594	460,000	5.50%	287,307	592,698	6,597	1,419,196	0	164,679	5,215,000	2037
2038	1,451,128		1,451,128	55,000	3.70%	15,572	485,000	5.55%	261,199	627,628	6,729	1,451,128	0	164,679	4,675,000	2038
2039	1,483,779		1,483,779	55,000	3.75%	13,524	515,000	5.60%	233,320	660,071	6,864	1,483,779	0	164,679	4,105,000	2039
2040	1,517,164		1,517,164	60,000	3.80%	11,352	545,000	5.60%	203,504	690,306	7,001	1,517,164	0	164,679	3,500,000	2040
2041	1,551,300		1,551,300	60,000	3.85%	9,057	575,000	5.70%	171,720	728,382	7,141	1,551,300	0	164,679	2,865,000	2041
2042	1,586,204		1,586,204	65,000	3.90%	6,635	610,000	5.75%	137,795	759,490	7,284	1,586,204	0	164,679	2,190,000	2042
2043	1,621,894		1,621,894	65,000	3.95%	4,084	645,000	5.80%	101,553	798,827	7,430	1,621,894	0	164,679	1,480,000	2043
2044	1,658,386		1,658,386	70,000	4.00%	1,400	685,000	5.85%	62,811	831,597	7,578	1,658,386	0	164,679	725,000	2044
2045	1,695,700		1,695,700				725,000	5.90%	21,388	155,719	7,730	909,837	785,863	950,542	0	2045
2046	1,733,853		1,733,853								7,884	7,884	1,725,969	2,676,511	0	2046
2047	1,772,865		1,772,865									0	1,772,865	4,449,376	0	2047
2048	1,812,754		1,812,754									0	1,812,754	6,262,130	0	2048
2049	1,853,541		1,853,541									0	1,853,541	8,115,671	0	2049
2050	1,895,246		1,895,246									0	1,895,246	10,010,917	0	2050
Total	36,326,878	328,337	36,655,215	995,000		420,141	8,985,000		6,276,548	9,800,000	167,609	26,644,298				Total

Notes: Apartment value per assessor estimated at \$255,594 per unit
 PAYGO at what is available after Village G.O. debt service & administrative costs
 Administrative expenses increased annually 2.0%
 Apartment construction start 9/1/2023, first occupancy 1/1/2025; substantial completion 12/1/2025, full stabilized value 6/1/2026
 Tax-Exempt Bond assumes West Allis sale + 25bps
 Taxable GO Bond assumes Waterford sale + 40bps

total P & I: 1,415,141 total P & I: 15,261,548

4,895,404 MRO NPV @6.0%

Projected TID Closure

Total NPV of assistance to Developer @6.0%: 11,449,010

EXHIBIT 17
AUTHORIZING GRANT RESOLUTION

1 STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF ELM GROVE

2 RESOLUTION No. 122021D

3

4 RESOLUTION AUTHORIZING A \$9,800,000

5 TID INSTALLMENT GRANT BY

6 THE VILLAGE OF ELM GROVE, WISCONSIN

7 TO

8 CAROLINE HEIGHTS APARTMENTS LLC.

9

10 WHEREAS the Village of Elm Grove, Wisconsin (the "Village") has created its Tax Incremental
11 District No. 3 ("TID No. 3") for the purpose of promoting blight elimination in the Village; and

12

13 WHEREAS Caroline Heights Apartments, LLC (the "Developer") is undertaking a development
14 project in TID No. 3 pursuant to the terms of a Development Agreement dated
15 _____, 2022, between the Developer and the Village (the "Development
16 Agreement"); and

17

18 WHEREAS in order to further redevelopment in TID No. 3, the Village has agreed pursuant to
19 the terms of the Development Agreement, to provide a tax incremental district installment grant
20 payable solely from tax increments generated from TID No. 3;

21

22 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Elm
23 Grove, Wisconsin, as follows:

24

25 Section 1. Authorization of TID Installment Grant. For the purpose of financing blight
26 elimination projects in TID No. 3, the Village shall provide a tax incremental district installment
27 grant (the "TID Installment Grant") to the Developer in consideration for the obligations
28 undertaken by the Developer under the Development Agreement. The total of the TID
29 Installment Grant disbursements shall be in the amount of \$9,800,000 as is provided in the
30 Development Agreement (the "Grant Amount"). At no time shall any installment of the TID
31 Installment Grant bear any interest.

32 Disbursements of the TID Installment Grant shall be made yearly in installments paid on October
33 1 (the "Grant Payment Date") currently projected to commence in 2024 and continuing through
34

35 2050. The amount of each installment of the TID Installment Grant disbursed on each Grant
36 Payment Date shall be equal to the Available Tax Increment (as defined in Article I B.3. of the
37 Development Agreement) generated by the TID No. 3 in the twelve (12) month period preceding
38 the Grant Payment Date, less the Village's scheduled installment payments for the Village
39 Obligations (as defined in the Development Agreement) and the Village's actual out of pocket
40 costs incurred in connection with the audit and administration of TID No. 3 as set forth in and
41 limited by Article XII C. of the Development Agreement. Disbursements of the TID Installment
42 Grant are subject to annual appropriation by the Board of Trustees as provided in Section 3
43 below.

44 The TID Installment Grant shall be subject to payment in whole or from time to time in part at
45 any time, at the option of the Village.

46 The schedule of installments of the TID Installment Grant is found to be such that the amount of
47 annual grant payments is reasonable in accordance with prudent municipal assessment/financial
48 practices.

49

50 Section 2. Payable Solely From Revenues. The TID Installment Grant disbursements shall be
51 payable only out of the Special Revenue Fund as hereinafter provided, and shall be a valid claim
52 by the owner/beneficiary thereof only against the Special Revenue Fund and from the revenues
53 pledged to such fund, and shall be payable solely from Available Tax Increment.

54 As stated above, the application of Available Tax Increment to payment of the TID Installment
55 Grant disbursements is subject to annual appropriation by the Village Board. However, the
56 Village fully expects and anticipates that to the extent Available Tax Increment is generated by
57 TID No. 3, it will, in each year, appropriate Available Tax Increment to payment of the TID
58 Installment Grant as described in Section 1.

59

60 Section 3. Special Revenue Fund. For the purpose of the application and proper allocation of the
61 Available Tax Increment and to secure the payment of the TID Installment Grant, the Special
62 Revenue Fund is hereby created and shall be used solely for the purpose of paying the costs
63 identified in Article XII C. of the Development Agreement in accordance with the provisions of
64 the Development Agreement. The Village agrees that all Available Tax Increment will be
65 deposited into the Special Revenue Fund and shall not be used to make payments on any other
66 obligations other than as provided in Article XII.C. of the Development Agreement.

67 Uninvested money in the Special Revenue Fund shall be kept on demand deposit with such bank
68 or banks as may be designated from time to time by the Village as public depositories under the
69 laws of Wisconsin. Such deposits of Special Revenue Fund money shall be secured to the fullest
70 extent required by the laws of Wisconsin and the general investment policy of the Village.

71 Money in the Special Revenue Fund, if invested, shall be invested in direct obligations of, or
72 obligations guaranteed as to principal and interest by, the United States of America, or in

73

74 certificates of deposit secured by such obligations and issued by a state or national bank which is
75 a member of the Federal Deposit Insurance Corporation and is authorized to transact business in
76 the State of Wisconsin, maturing not later than the date such money must be transferred to make
77 payments on the TID Installment Grant. All income from such investments shall be deposited in
78 the Special Revenue Fund. Such investments shall be liquidated at any time when it shall be
79 necessary to do so to provide money for any of the purposes for the Special Revenue Fund.

80 All Available Tax Increment shall be deposited in the Special Revenue Fund, and no other fund
81 is created by this Resolution.

82

83 Section 4. Application of Revenues to Payment of the TID Installment Grant. On each Grant
84 Payment Date, the Village shall apply to the payment of the applicable TID Installment Grant
85 disbursement the Available Tax Increment appropriated by the Board of Trustees to the payment
86 of the TID Installment Grant.

87 If on any Grant Payment Date there shall be insufficient Available Tax Increment appropriated to
88 pay the next disbursement of the TID Installment Grant, the amount of Available Tax Increment
89 available but not paid shall accumulate and be payable on the next Grant Payment Date until the
90 final Grant Payment Date. The Village shall have no obligation to pay any amounts allocated for
91 the TID Installment Grant which remain unpaid after the final Grant Payment Date and the
92 owner/beneficiary of the TID Installment Grant shall have no right to receive payment of such
93 amounts thereafter.

94 In any event, the TID Installment Grant and any obligation to make payments on the TID
95 Installment Grant shall terminate on the earliest of (1) the date on which the full amount of the
96 TID Installment Grant has been paid in full or (2) the Grant Payment Date in 2050 (after the
97 payment outstanding on that date is made), or the later date of October 1 in the final budget year
98 for which incremental taxes are collected if the TID No. 3 is extended beyond 2050. In addition,
99 the maximum aggregate amount to be paid on the TID Installment Grant shall not exceed
100 \$9,800,000.

101

102 Section 5. Persons Treated as Owners: Transfer of TID Installment Grant. The Village
103 Clerk/Deputy Treasurer shall keep books to track the transfer of the TID Installment Grant. The
104 person/entity in whose name the TID Installment Grant has been issued or assigned shall be
105 deemed and regarded as the absolute owner and beneficiary thereof for all purposes and payment
106 of the TID Installment Grant disbursements shall be made only to the assigned owner/beneficiary
107 thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon
108 the TID Installment Grant to the extent of the sum or sums so paid.

109 The TID Installment Grant may be transferred or assigned, in whole or in part, by the then
110 owner/beneficiary thereof only (i) collaterally to the holder of a mortgage on the Apartment
111 Project (as defined in the Development Agreement) and/or (ii) to a permitted transferee of the
112 Apartment Project in each case as provided in Article XVII (I) of the Development Agreement

113 and in each case without the consent of the Village, by an assignment duly executed by the then
114 owner/beneficiary or its attorney duly authorized in writing. Any other transfers of the TID
115 Installment Grant will require the consent of the Village. Upon such transfer or assignment, the
116 Village Clerk/Treasurer shall be provided with all information necessary to record the name of
117 the transferee or assignee in the Village's records.

118

119 Section 6. General Authorizations. The Village President and Village Clerk and the appropriate
120 officials of the Village in accordance with their assigned responsibilities are hereby each
121 authorized to execute, deliver, publish, file and record such other documents, instruments,
122 notices and records and to take such other actions as shall be necessary or desirable to
123 accomplish the purposes of this Resolution and to comply with and perform the obligations of
124 the Village under the Development Agreement relating to the TID Installment Grant.

125 In the event that said officers shall be unable by reason of death, disability, absence or vacancy
126 of office to perform in timely fashion any of the duties specified herein, such duties shall be
127 performed by the officer or official succeeding to such duties in accordance with law and the
128 rules of the Village.

129

130 Section 7. Relationship of the TID Installment Grant and Development Agreement. The TID
131 Installment Grant is being made pursuant to and in fulfillment of the Village's obligations under
132 Article XII of the Development Agreement.

133

134 Section 8. Effective Date. This Resolution shall be effective immediately upon its passage and
135 approval.

136 Adopted and approved this 26th of March, 2022.

137

ATTEST:

By: Sandee L. Policello

Sandee L. Policello

Village Clerk

VILLAGE OF ELM GROVE, WISCONSIN

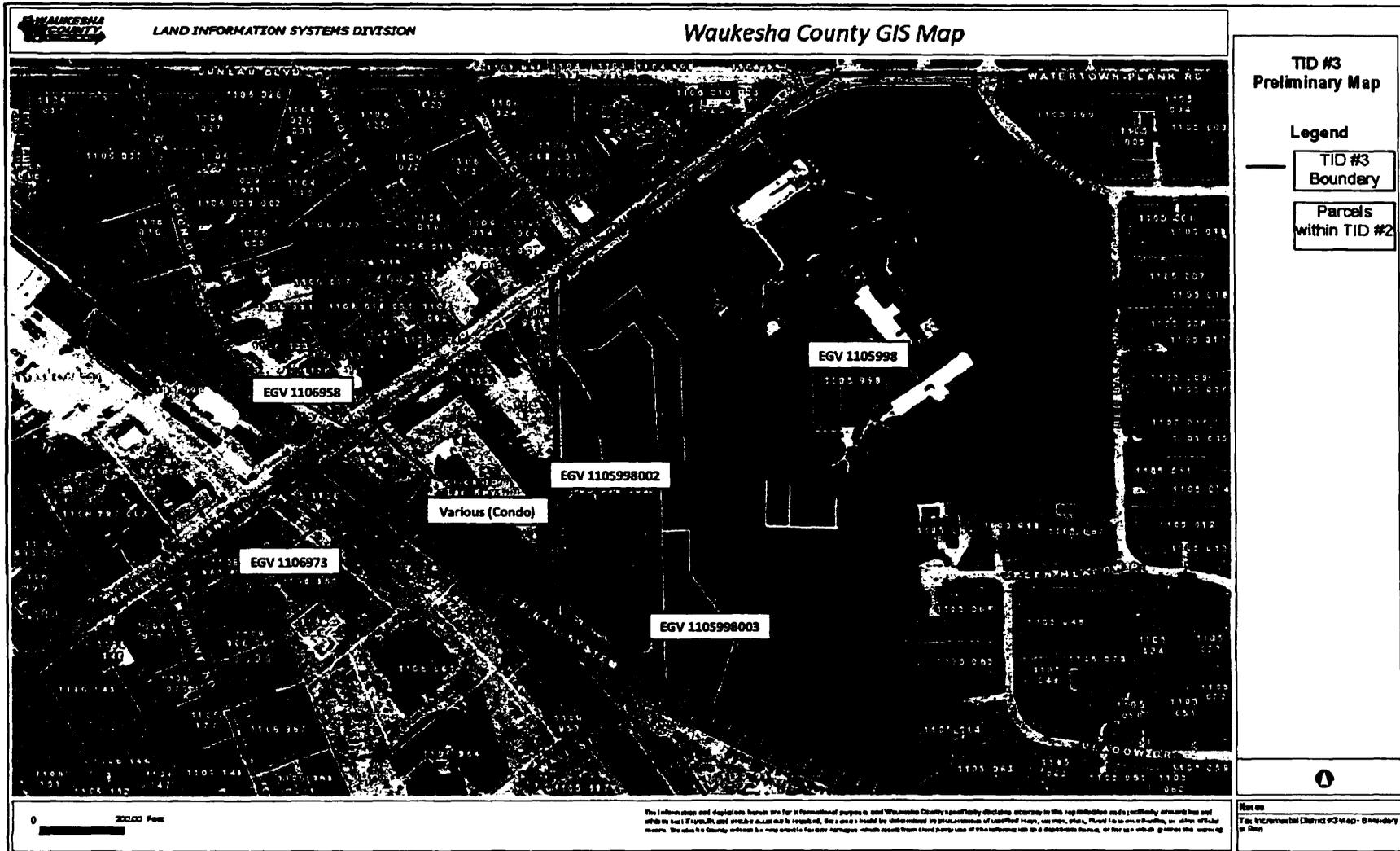
By: Neil H. Palmer

Neil H. Palmer

Village President

138

Exhibit A



**EXHIBIT 18
DEVELOPER AUTHORITY**

**RESOLUTIONS OF THE MANAGER
OF
CAROLINE HEIGHTS APARTMENTS LLC
a Wisconsin limited liability company**

March 15, 2022

The undersigned, Barry R. Mandel, being the manager of BR Mandel LLC, a Wisconsin limited liability company, the manager of Mandel/Caroline Heights Apartments LLC, a Wisconsin limited liability company (the "Manager"), the manager of Caroline Heights Apartments, a Wisconsin limited liability company (the "Company"), does hereby consent to, adopt and approve the following resolutions:

RESOLVED, that the Manager is hereby authorized, directed and empowered, for and on behalf and in the name of the Company to execute and deliver documents or other writings on behalf of the Company and to perform any and all acts necessary or desirable to conduct the business or affairs of the Company; and

FURTHER RESOLVED, that Barry R. Mandel, as the manager of BR Mandel LLC, the manager of the Manager hereby designates Phillip Aiello as his designee (an "Authorized Signatory") to execute and deliver on behalf of the Company that certain Development Agreement by and between the Village of Elm Grove (the "Village") and the Company (the "Development Agreement"), the Escrow Agreement by and among the Village, the Company and First American Title Insurance Company, and any other agreements or documents that the Authorized Signatory reasonably determines are necessary to have the Development Agreement be effective and placed into escrow as contemplated by the Development Agreement; and that all actions by the Manager or the Authorized Signatory so taken are hereby ratified, confirmed and approved.

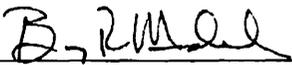
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IN WITNESS WHEREOF, the undersigned has executed and delivered these Resolutions of Manager on the date set forth above.

MANAGER:

MANDEL/CAROLINE HEIGHTS APARTMENTS LLC, a Wisconsin limited liability company

By: BR Mandel LLC, its Manager

By: 
Barry R. Mandel, its Manager

**RESOLUTIONS OF THE MANAGER
OF
CAROLINE HEIGHTS APARTMENTS LLC
a Wisconsin limited liability company**

March 15, 2022

The undersigned, Barry R. Mandel, being the manager of BR Mandel LLC, a Wisconsin limited liability company, the manager of Mandel/Caroline Heights Apartments LLC, a Wisconsin limited liability company (the "Manager"), the manager of Caroline Heights Apartments, a Wisconsin limited liability company (the "Company"), does hereby consent to, adopt and approve the following resolutions:

RESOLVED, that the Manager is hereby authorized, directed and empowered, for and on behalf and in the name of the Company to execute and deliver documents or other writings on behalf of the Company and to perform any and all acts necessary or desirable to conduct the business or affairs of the Company; and

FURTHER RESOLVED, that Barry R. Mandel, as the manager of BR Mandel LLC, the manager of the Manager or his designated in writing designee (an "Authorized Signatory"), are each, acting alone, hereby authorized, directed and empowered, for and on behalf of the Manager and in the name of the Company, to execute and deliver documents or other writings on behalf of the Manager and the Company and to perform such acts as the Manager may be hereby authorized to do pursuant to the following resolutions; and

FURTHER RESOLVED, that the Manager is hereby specifically authorized to cause the Company to, directly or indirectly, acquire, own, develop, construct, improve, operate, lease, manage, subdivide, including without limitation, mortgage, finance, sell and otherwise deal with the property referred to as the School Sisters of Notre Dame property in Elm Gove Wisconsin, and in connection therewith, to enter into that certain Development Agreement by and between the Company and the Village of Elm Grove (the "Village") and to enter into the documents attached thereto as Exhibits, and to modify and amend those documents, all on such terms and conditions as the Manager deems necessary or desirable in connection therewith; and

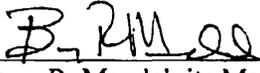
FURTHER RESOLVED, that the Manager is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver such powers of attorney, offers to purchase, purchase agreements, closing statements, real estate transfer returns, indemnities, assumptions, affidavits, assignments, consents, approvals, resolutions, loan commitments, promissory notes, mortgages, deeds, development agreements, guaranties, certified survey maps, construction contracts, security agreements, loan agreements, disbursing agreements, assignments of options, assignments of membership interests, pledges of membership interests, assignments of rents and leases, estoppels, escrow and/or reserve agreements and any and all such other documents, and any and all amendments thereto, as the Manager may deem necessary or desirable to effectuate the foregoing resolutions; and

IN WITNESS WHEREOF, the undersigned has executed and delivered these Resolutions of Manager on the date set forth above.

MANAGER:

MANDEL/CAROLINE HEIGHTS APARTMENTS LLC, a Wisconsin limited liability company

By: BR Mandel LLC, its Manager

By: 
Barry R. Mandel, its Manager