

THIS AGREEMENT, By and between St. Ann Center for Intergenerational Care, hereinafter known as "St. Ann's", and the City of Milwaukee, a municipal corporation, hereinafter known as "City";

WITNESSETH:

IN CONSIDERATION of the sum of One Dollar (\$1.00) to each party in hand paid by the other, receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained.

WHEREAS, St. Ann's is negotiating with the Redevelopment Authority of the City of Milwaukee to purchase to site bounded by W. North Avenue, N. 25th Street, W. Meinecke Avenue, W. Medford Avenue and N. 24th Street. This site is shown in Exhibit "A"; and

WHEREAS, St. Ann's has requested an agreement that provides for installation of a public sewer to serve the site and roadway improvements in West North Avenue; and

WHEREAS, The public sewer and roadway improvements could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully hereinafter stated.

NOW, THEREFORE, In consideration of these premises and the mutual benefits herein accruing and for other good and valuable considerations,

IT IS AGREED, By and between the parties hereto that:

1. Funding Obligation

St. Ann's agrees to provide all funds necessary for design and construction of the public sewer and roadway improvements, easement preparation as may be required, construction inspections and any related City work necessitated by the project.

2. Design Option for Public Improvements

Upon mutual concurrence of St. Ann's and the Commissioner of Public Works, St. Ann's will undertake the design of the public improvements using funds provided by St. Ann's.

3. Construction Option

Upon mutual concurrence of St. Ann's and the Commissioner of Public Works, St. Ann's may let and administer the construction contract for the public sewer covered by this Agreement. In the event St. Ann's manages the public improvement construction contract, City shall perform its normal inspections during the course of construction. In addition, St. Ann's agrees to make a good faith effort to comply with and administer on behalf of the City, all applicable City rules and requirements pertaining to Emerging Business Enterprise and local resident involvement in the construction contracts.

St. Ann's shall not authorize any changes in sewer plans without the prior approval of the Commissioner of Public Works. All payments to contractors must be pre-approved by the

Commissioner.

4. Sewer Improvements

Sewer will be installed in street rights-of-way and in easement, as may be necessary, to serve the site. Per paragraph 2, plans for sewer improvements will be prepared by St. Ann's. The estimated costs to design, construct and inspect the sewer improvements are as follows:

Design/Review	\$ 5,000
Construction	\$235,000
Inspection	\$10,000

5. Roadway Improvements

Per paragraph 2, plans for roadway improvements will be prepared by St. Ann's. The estimated costs to design, construct and inspect the sewer improvements are as follows:

Design/Review	\$ 5,000
Construction	\$50,000
Inspection	\$10,000

6. Other Improvements

St. Ann's agrees that any utility and access improvements necessary to serve the site in addition to those listed above shall be its responsibility and shall be undertaken by St. Ann's at its sole expense. St. Ann's further agrees that the City shall review and approve plans for any work to occur in the public right-of-way. Permits necessary for any such work shall be obtained by St. Ann's or other responsible parties.

7. Easements

St. Ann's agrees to provide, where necessary and at no cost to the City, all on-site easements and other property rights required to construct, operate and maintain the public improvements described herein. All on-site easement areas are to be pre-graded by the St. Ann's prior to the construction of public improvements therein.

8. Private Utilities

St. Ann's agrees that all private utility lines necessary to provide telephone, communications, electrical, and gas services to the development shall be installed underground, except where the City Plan Commission finds that such underground installations are not feasible.

9. Funding Guarantee for Construction

St. Ann's shall submit an irrevocable Letter of Credit or other funding guarantee, satisfactory in format to the City Attorney, in an amount equal to the estimated construction contract cost (\$285,000) for the public infrastructure improvements described herein prior to the award of any public improvement contracts, whether privately or publicly let. At the request of St. Ann's, the actual contract amount for the various improvements may be substituted for the estimated costs. In addition, the amount of the LOC may be reduced periodically to reflect payments made to contractors. Any such reductions shall be approved by the Commissioner of Public Works.

Any and all irrevocable Letters of Credit shall guarantee that the St. Ann's's bank or savings and loan will provide the required funds to cover the contract cost of installing the applicable

infrastructure improvements and will, upon simple request by the Commissioner of Public Works and the City Treasurer, release same to City as required, all such funds to be furnished interest free. The Letter of Credit or other funding guarantee shall be submitted to the City prior to the City or the St. Ann's entering into any contracts for installation of public improvements.

10. City Inspection Costs

St. Ann's shall deposit \$20,000 with the City prior to St. Ann's letting any contracts for construction inspection activities.

11. Payments

In the event the City lets public improvement construction contracts, the contract costs for the public improvements will be billed to St. Ann's upon determination that such costs have been incurred by City. St. Ann's shall provide the City with funds to make contract payments. If such funds are not provided within 30 days of being requested, City may draw against the funding guarantee referenced in paragraph 9. It shall be further understood and agreed that where St. Ann's funded work covered under the terms of this Agreement does not proceed to the bid or contract stage, the City shall still retain a sufficient amount of the engineering fund deposit to cover expenses incurred by the City for plan review work commenced by the City at St. Ann's request.

Upon completion of the public sewer installation and all associated City work, City shall return any unspent portions of the St. Ann's cash deposits (i.e. the Design Deposit and the Construction Engineering Deposit) to St. Ann's.

12. Inspections

Both parties agree that all materials furnished and all work performed hereunder shall conform to all regulations and specifications of the City of Milwaukee and its Commissioner of Public Works and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement, the cost of such service when furnished by City being established as the wages of the person or persons engaged in such work plus all costs of overhead.

13. Ownership of Public Improvements

It is understood and agreed by both parties hereto that upon completion of the public improvements, title to all public facilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of operation and maintenance in accordance with the standard practice.

14. Building Permits

It is understood and agreed by both parties hereto that building permits for any work at the site shall not be issued until (1) the required Storm Water Management Plan has been approved, (2) the St. Ann's has provided the City with design funds, a funding guarantee, and a deposit for City Force Work, and (3) all easements required to construct and maintain underground improvements have been provided to the City.

15. Occupancy Permits

It is understood and agreed by both parties hereto that occupancy

permits for any structure in the site shall not be issued until all planned public improvements have been sufficiently completed so essential public utility services and traffic access are provided to the structure.

16. City Ordinances and Regulations

City warrants that all work shall be undertaken in accord with City standard and customary public works contracting procedures unless such work is to be undertaken by City Forces or by St. Ann's per paragraph 3. It is further understood and agreed that this Agreement is subject to all City ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon St. Ann's, its lessees, successors and assigns, and upon the City, its successors and assigns.

DEVELOPER

IN WITNESS WHEREOF, St. Ann's has caused this document to be signed and sealed this ____ day of _____, 2013.

St. Ann Center

In Presence Of:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2013,
who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public, State of Wisconsin

My Commission expires: _____

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this _____ day of _____, 2013.

CITY OF MILWAUKEE

In Presence Of:

Tom Barrett, Mayor

City Clerk

COUNTERSIGNED

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, Tom Barrett, Mayor of the City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, its authority, and pursuant to Resolution File No. xxxxxx, adopted xxxxxx.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013,
James R. Owczarski, City Clerk of the above-named municipal corporation, to me
known to be the person who executed the foregoing instrument and to me known to
be such City Clerk of said municipal corporation, and acknowledged that he executed
the foregoing instrument as such officer as the deed of said municipal corporation, its
authority, and pursuant to Resolution File No. xxxxx, adopted xxxxxxx.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013,
Martin Matson City Comptroller of the City of Milwaukee, a municipal corporation, to me
known to be the person who executed the foregoing instrument and to me known to be
such City Comptroller of said municipal corporation, and acknowledged that he
executed the foregoing instrument as such officer as the deed of said municipal
corporation, its authority, and pursuant to Resolution File No. xxxxxx, adopted
xxxxxxxxx.

Notary Public, State of Wisconsin
My Commission expires: _____