

THIS AGREEMENT, By and between August Urbanek Development and Management, L.P., hereinafter known as "Developer", 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, The Developer is the owner of property located south of W. Metro Boulevard and west of W. Fond du Lac Avenue. The property is more particularly described by Exhibit "A"; and

WHEREAS, The Developer has requested an agreement that provides for installation of sanitary sewer to serve a two lot commercial development known as Metro Auto Park Addition No. 1; and

WHEREAS, The public improvements for this development 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

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

2. Design Option

Upon mutual concurrence of Developer and the Commissioner of Public Works, Developer may let and administer design contracts for the sewer improvements required to serve the development. In the event Developer contracts for engineering design, plans shall be prepared to City specifications and approval by the Commissioner of all such plans shall be required prior to commencement of any improvement work. All City costs associated with review of plans prepared by others shall be the Developer's responsibility.

3. Construction Option

Upon mutual concurrence of Developer and the Commissioner of Public Works, Developer may let and administer construction contracts for the public improvements covered by this Agreement. In the event Developer manages the public improvement construction contract, City shall perform its normal inspections during the course of construction. In addition, Developer agrees to comply with and administer on behalf of the City, all applicable City

rules and requirements pertaining to EBE and local resident involvement in the construction contract. Developer shall not authorize any changes in improvement 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

Approximately 370 feet of 10-inch diameter sanitary sewer will be installed along the south side of the W. Metro Boulevard right-of-way to serve the development. Per paragraph 2, plans for the sanitary sewer shall be prepared by either the City's DPW or by the Developer. If prepared by DPW, the estimated cost is \$7,000. If prepared by the Developer, the estimated cost for the City's review is \$3,000. The estimated costs to construct and inspect the sewer improvements are as follows:

Construction	\$58,000
Inspection	\$5,000

Regardless of who prepares the sewer plans, review and approval of the plans by the Milwaukee Metropolitan Sewerage District is required.

5. Sanitary Sewer Laterals

Sanitary sewer laterals will be installed for each lot. These may be contracted out by the City or may be installed by Developer or subsequent property owners under permit from the City's Department of Neighborhood Services. Under the latter option, the Neighborhood Services Department would inspect the work. The cost of laterals is not included in the preceding sanitary sewer cost estimate. If installed by the City, Developer shall provide funding therefor.

6. Storm Water Management Plan

A Storm Water Management Plan has been previously approved the property encompassed by this agreement. That plan was predicated upon land use proposals and zoning provisions then in effect. The current expected use of the site is different and may well generate greater runoff than the original Storm Water Management Plan would accommodate. Therefore, when site plans for the two lots are known, Developer, or Developer's successors, shall submit a revised Storm Water Management Plan to the City Engineer for review and approval. The revised SWMP may be subject to the requirements of Chapter 13 of the Milwaukee Metropolitan Sewerage District's rules and regulations. Any storm water management improvements required in conjunction with development of the site shall be constructed by Developer or Developer's successors. Ownership and maintenance of the storm water management improvements shall be the responsibility of the Developer or Developer's successors.

7. Other Improvements

Developer 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 Developer at its sole expense. Developer 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 Developer or other responsible parties.

8. Easements

Developer agrees to provide, where necessary and at no cost to the City, all 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 Developer prior to the construction of public improvements therein. It shall be the responsibility of the Developer or Developer's successors to obtain any permits and/or easements or other property rights necessary for the operation and maintenance of the storm water management system and outlets as identified in the revised Storm Water Management Plan.

9. Private Utilities

Developer 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.

10. Design Engineering Deposit

In the event DPW designs the public improvements, Developer shall deposit a total of \$7,000 with the City to cover the estimated cost of design engineering, easement preparation and other City costs anticipated prior to actual construction.

In the event Developer designs the public improvements, DPW shall review and approve them. The estimated cost of such review is \$3,000.

Design work, whether by DPW or by Developer, shall not begin until the final Certified Survey Map has been approved and recorded.

11. Funding Guarantee For Construction

The Developer 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 (\$58,000) for the public infrastructure improvements described herein prior to the award of any public improvement contracts, whether privately or publicly let.

Any and all irrevocable Letters of Credit shall guarantee that the Developer'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 Developer entering into

any contracts for installation of public improvements.

12. City Force Work Costs

Developer shall deposit \$5,000 with the City to cover the estimated cost of City force work prior to the City advertising for sanitary sewer construction bids or prior to Developer letting any contract for the sewer work.

13. Payments

In the event the City lets the public improvement construction contract, the contract costs for the public improvements will be billed to Developer upon determination that such costs have been incurred by City. Developer 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 11. It shall be further understood and agreed that where Developer 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 Developer's engineering fund deposit to cover expenses incurred by the City for engineering and plan preparation work or for plan review work commenced by the City at the Developer's request

Upon completion of the public improvements and all associated City work, City shall return any unspent portions of the Developer's cash deposits (i.e. the Design Engineering Deposit or the Plan Review Deposit and the Construction Engineering Deposit) to the Developer.

14. 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 and approval of inspectors and engineers furnished 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.

15. 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 its standard practice.

16. Building Permits

It is understood and agreed by both parties hereto that building permits for any improvements to be constructed on either of the two lots in Metro Auto Park Addition No. 1 shall not be issued until (1) the revised Storm Water Management Plan has been approved, (2) the Developer has provided the City with both a funding guarantee for the sanitary sewer improvements and a deposit for City Force Work, (3) all required approvals for the sewer improvements have been granted by the appropriate agencies, (4)

the CSM for the development has been approved and recorded, (5) all easements required to construct and maintain underground improvements have been provided to the City, and (6) a bond has been provided to the City in the amount of the estimated cost of any storm water management improvements identified in the revised Storm Water Management Plan.

17. Occupancy Permits

It is understood and agreed by both parties hereto that occupancy permits for any structure in the development 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.

18. 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 Developer 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.

SIGNATURE PAGES

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the Developer, its lessees, successors and assigns, and upon the City its successors and assigns.

DEVELOPER SIGNATURES

IN WITNESS WHEREOF, the Developer has caused this document to be signed and sealed this ____ day of _____, 2005.

Developer

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2005, who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public, State of Wisconsin

My Commission expires:_____.

CITY SIGNATURES

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 _____, 2005.

Tom Barrett, Mayor
CITY OF MILWAUKEE

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005,
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. adopted _____, 2005.

Notary Public, State of Wisconsin

My Commission expires:_____.

City Clerk
CITY OF MILWAUKEE

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005,
_____, 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. adopted _____, 2005.

Notary Public, State of Wisconsin
My Commission expires _____.

Comptroller
CITY OF MILWAUKEE

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2005,
_____, 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. adopted
_____, 2005.

Notary Public, State of Wisconsin

My Commission expires:_____.