

THIS AGREEMENT, By and between Gorman & Company, 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 the site bounded by West Fond du Lac Avenue, West Concordia Avenue and North 37th Street. This site is more particularly described by Exhibit "A"; and

WHEREAS, The Developer has requested an agreement that provides for installation of public improvements to serve a residential subdivision planned for the site, said subdivision to be known as Sherman Park Commons; and

WHEREAS, The planned subdivision will consist of eleven developable lots and the redevelopment of the former Jackie Robinson Middle School, for elderly housing; and

WHEREAS, The public improvements for this subdivision 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, laterals to the property line, easement preparation as may be required, construction inspections and any related City work necessitated by the project.

2. Developer to Design Public Alley and Storm Sewer

The Developer shall let and administer a design contract for the alley and storm sewer infrastructure required to serve the subdivision. 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. City to Design Public Sanitary Sewer

The City shall undertake the design of the public sanitary sewer in West Concordia Avenue between North 37th Street and North 38th Street using funds provided by the Developer.

4. Construction

Upon mutual concurrence of Developer and the Commissioner of Public Works, Developer may let and administer construction contracts for the alley and storm sewer improvements covered by this Agreement. The City shall perform its normal inspections

during the course of this construction. In addition, Developer 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.

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.

The City shall administer the construction contract for the sanitary sewer in West Concordia Avenue using funds provided by the Developer.

5. Subdivision

Developer agrees to submit a final subdivision map for the site and to develop the site in accord with the subdivision map as approved.

6. Storm Sewer Improvements

Storm sewer will be installed in the alley and in an easement within the subdivision. Per paragraph 2, plans for storm sewer shall be prepared by the Developer. The estimated cost for the City's review of these plans is \$2,000. The estimated cost to inspect the storm sewer improvements is \$2,000. Per paragraph 4, the Developer will let the construction contract for the storm sewer installation.

Review and approval of the sewer plans by the Milwaukee Metropolitan Sewerage District is required.

7. Alley Improvements

A 20-foot wide public alley shall be constructed within the subdivision. Per paragraph 2 above, plans for alley improvements shall be prepared by the Developer. The estimated cost for the City's review of the paving plans is \$2,000. The estimated cost to inspect the alley improvements is \$15,000. Per paragraph 4, the Developer will let the construction contract for the alley installation.

8. Sanitary Sewer Improvements

New sanitary sewer will be installed in West Concordia Avenue between North 37th Street and North 38th Street. Per paragraphs 3 and 4, the design and construction of the sanitary sewer will be undertaken by the City. The estimated costs for sanitary sewer are as follows:

Design	\$6,000
Construction	\$142,000 (incl. sanitary and water laterals)
Inspection	\$6,000

Review and approval of the sewer plans by the Milwaukee Metropolitan Sewerage District is required.

9. Utility Laterals

Sanitary sewer and water laterals will be installed from the main to the property line for each lot under the City's sanitary sewer contract. The cost of laterals is included in the preceding sanitary sewer estimate. The sanitary and water laterals between the property line and the future residential buildings along West Concordia Avenue must be installed by the Developer under a separate permit.

10. Street Trees

Additional street trees will be installed on the south side of West Concordia Avenue between North 37th Street and North 38th Street. The estimated cost to install one street tree per lot is \$3,850.

11. Storm Water Management Plan

A Storm Water Management Plan for the project has been submitted for review and has been approved by the City Engineer. Any storm water management improvements required in conjunction with the subdivision shall be constructed by Developer.

12. 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.

13. 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. It shall be the Developer's responsibility 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 approved.

14. 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.

15. Design Engineering Deposit

Developer shall deposit a total \$10,000 with the City to cover the estimated cost of preparing the sanitary sewer plans and reviewing the alley and storm sewer plans prepared by Developer's consultant. Design work must reflect, and be consistent with, the final subdivision map as well as the approved Storm Water Management Plan and associated grading plan.

16. Funding for Construction

The Developer shall deposit a total of \$142,000 with the City of Milwaukee to cover the cost for the sanitary sewer construction contract. In addition, the Developer shall deposit \$23,000 for construction engineering (field inspection, contract management, materials inspection, etc.) for all the public improvements covered by this agreement (alley, storm sewer and sanitary sewer). The Developer shall also deposit \$3,850 for new street trees along West Concordia Avenue. These funds must be deposited with the City prior to the City advertising for the sanitary sewer and prior to the Developer letting contracts for the alley and the storm sewer.

Upon completion of the public improvements and all associated City work, City shall return any unspent portions of the Developer's cash deposits to the Developer.

17. 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.

18. 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.

19. Building Permits

It is understood and agreed by both parties hereto that building permits for any homes to be constructed in the subdivision shall not be issued until (1) the required Storm Water Management Plan has been approved, (2) the Developer has provided the City with design review funds, a funding guarantee, and a deposit for

City Force Work, (3) all required approvals for any sewer improvements have been granted by the appropriate agencies, (4) the subdivision for the project has been approved and recorded, and (5) all easements required to construct and maintain underground improvements have been provided to the City.

20. Occupancy Permits

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

21. 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.

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

IN WITNESS WHEREOF, the Developer has caused this document to be signed and sealed this ____ day of _____, 2012.

Developer

In Presence Of:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2012,
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 _____, 2012.

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 _____, 2012, 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 _____, 2012.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2012,
Ronald Leonhardt, 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
_____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2012,
Michael J. Daun, Deputy 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 _____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____