

THIS AGREEMENT, By and between JSWD Wisconsin Venture I LLC, a Wisconsin limited liability company, hereinafter known as "Developer", and the City of Milwaukee, a municipal corporation, hereinafter known as "City";

WITNESSETH:

IN CONSIDERATION of the mutual benefits 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, or has options to purchase, an approximately 37,395 square foot vacant parcel located on the east side of Van Buren Street between East Michigan Street and E. Clybourn Street in Milwaukee, Wisconsin. This site is shown in Exhibit "A"; and

WHEREAS, The Developer has requested an agreement that provides for installation of a public water main to serve a hotel planned for the site; and

WHEREAS, The public water main 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 water main, water fittings, materials inspections, construction inspections and any related City work necessitated by the project.

2. Developer to Design Public Improvements

The Developer shall let and administer a design contract for the water work to serve the hotel. 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 reasonable and necessary costs associated with review of plans prepared by others shall be the Developer's responsibility.

3. Construction

Upon mutual concurrence of Developer and the Commissioner of Public Works, Developer may let and administer construction contracts for the water main improvements covered by this Agreement. The City shall perform its normal inspections during the course of 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 Small 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.

4. Water Improvements

Water main will be installed in North Van Buren Street, to serve the proposed hotel on the site. Per paragraph 2, plans for water main improvements shall be prepared by the Developer. The estimated cost for the City's review of these plans is \$3,500. The estimated costs to construct and inspect the water improvements are as follows:

Construction	\$130,000
Inspection & related activities	\$14,000
Water fittings & materials	\$27,000

If the Developer lets the contract for the water improvements, the Developer shall provide the required water fittings. If the City lets the contract, the City shall provide the fittings. The Developer is responsible for obtaining the required State of Wisconsin Department of Natural Resources Water Main Installation permit. The City will provide the flow test information required as part of the permit application.

5. Utility Laterals

Water laterals will be installed for the development. These may be contracted out by the City or may be installed by Developer 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 water estimates. If installed by the City, Developer shall provide funding therefore.

6. 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.

7. 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 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.

8. 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.

9. Design Engineering Deposit

Developer shall deposit a total \$3,500 with the City to cover the estimated cost of reviewing the plans prepared by Developer's consultant.

10. 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 (\$160,000) for the public water main improvements described herein prior to the award of any public improvement contracts, whether privately or publicly let. At the request of the Developer, 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 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 written notice from the Commissioner of Public Works and the City Treasurer certifying

that Developer is in default of its payment obligations under this Agreement beyond any notice and cure period, 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.

11. City Force Work Costs

If the City lets construction contracts, the force work cost estimate is \$171,000. This estimate includes (\$14,000) construction engineering (field inspections, contract management, materials inspections, clean water testing, etc.) plus (\$27,000) water fittings. If the Developer lets construction contracts, the force work cost estimate is \$14,000. This estimate includes those items listed above except water fittings. Developer shall be responsible for purchasing his own water fittings subject to review and approval by the Commissioner.

12. Payments

In the event the City lets public improvement construction contracts, 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 written request, City may draw against the funding guarantee referenced in paragraph 10. 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 plan review work commenced by the City at the Developer's request.

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

13. 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.

14. 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.

15. Occupancy Permits

It is understood and agreed by both parties hereto that occupancy permits for the hotel 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 hotel.

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 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 _____, 2016.

Developer:

JSWD Wisconsin Venture I LLC

In Presence Of:

By: _____
Edward G. Carow, Manager

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2016,
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 _____, 2016.

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 _____, 2016, 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 _____, 2016.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2016, 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 _____, 2016.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2016, W. Martin Morics, 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 _____, 2016.

Notary Public, State of Wisconsin
My Commission expires: _____