

THIS AGREEMENT, By and between Westlawn Renaissance LLC, hereinafter known as "WR", and the City of Milwaukee, a municipal corporation, hereinafter known as "City";

WITNESSETH:

WHEREAS, the Developer is the owner of approximately 36 acres located on the south side of West Silver Spring Drive between North 60th Street and North 64th Street, Milwaukee, Wisconsin (the "Property"). This Property is more particularly described by Exhibit "A"; and

WHEREAS, the Developer has requested an agreement that provides for installation of public improvements to serve apartments, single family homes, and retail development planned for the Property, said improvements to be known as Westlawn East; and

WHEREAS, the Project will consist of approximately 345 residential living units and related facilities and retail space; and

WHEREAS, the public improvements for the 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; and

WHEREAS, interior streets and improvements must be reconstructed to accommodate the development; and

WHEREAS, the Developer has requested that the design and construction of the improvements be completed by the Developer because of time constraints to meet the fall 2011 construction schedule, 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

WR agrees to provide all funds necessary for design and construction of the public improvements, (including but limited to Paving, Sewer, Water mains and laterals, trees, lights, easement preparation as may be required, water fittings, materials inspections, construction inspections and any related City work necessitated by the project.

2. Developer to Design Public Improvements

WR shall let and administer one or more design contracts for the sewer, water, and paving 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 WR's responsibility. To expedite the City's review, WR shall provide plans for the public improvements as follows:

- a. All plans shall be submitted upon approval by the City Engineer of site grades established as part of the Storm Water Management Plan.

3. Construction Option

WR and the Commissioner of Public Works, mutually agree that WR will let and administer construction contracts for all of the public improvements covered by this Agreement and City shall perform its normal inspections during the course of construction. In addition, WR agrees to comply with and administer on behalf of the City, all applicable City rules and requirements pertaining to but not limited to Emerging Business Enterprise, RPP in the construction contracts, and prevailing wages.

WR 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. Site Grading

WR agrees to pre-grade the subdivision area including proposed public street rights-of-way. (Grading plans shall be reviewed and approved by the Commissioner of Public Works. The grading plan must be approved prior to design engineering of the public improvements. Grading shall be to within three (3) inches of the roadway sub-grade as established in the paving plans.) Grading shall match design grades at the right-of-way line. Material in any fill areas shall be placed in accord with Section 401.5 of the

City of Milwaukee Department of Public Works' Street Construction Specifications dated July 1, 1992. WR is responsible for obtaining any and all permits required to undertake grading activities.

5. Subdivision

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

6. Water Improvements

Water main will be installed in street rights-of-way, to serve the subdivision. Per paragraph 2, plans for water main improvements shall be prepared by the WR. The estimated costs to construct and inspect the water improvements are as follows:

Inspection & related activities	\$73,000
Water fittings & materials	\$49,000

If WR lets the contract for the water improvements, WR shall provide the required water fittings. If the City lets the contract, the City shall provide the fittings. WR 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. The City shall perform the Safe Water test, and pressure testing the new main and developing as-built drawings and records.

7. Sewer Improvements

Storm and sanitary sewers will be installed in the

subdivision's street rights-of-way. Per paragraph 2, plans for storm and sanitary sewers shall be prepared by WR. The estimated cost for the City's review of these plans is \$ Amount. The estimated costs to construct and inspect the sewer improvements are as follows:

Inspection (Including as built)	\$ Amount
---------------------------------	-----------

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

8. Paving Improvements

Modified Urban cross-section streets shall be constructed throughout the subdivision as shown on plans (Exhibit "A"). Modified Urban cross-section streets include a base course and concrete, pavement concrete curb and gutter, concrete sidewalk and bio swales.

Per paragraph 2 above, plans for paving improvements shall be prepared by WR. The estimated costs to construct and inspect the paving improvements are as follows:

Inspection	\$ Amount
------------	-----------

9. Utility Laterals

Sanitary sewer and water laterals will be installed for each lot/unit. These shall be installed by WR under permit from the City's Department of Neighborhood Services. The Neighborhood Services Department would inspect the work. The cost of laterals shall be borne on WR.

10. Street Lights
The subdivision will have public street lights and will be designed and installed by city forces. WR agrees to fund all cost related to the finishing and installation of such.
11. Street Trees
Street trees will be WR plants/as shown on plans.
12. Storm Water Management Plan
A Storm Water Management Plan for the project must be submitted for review and approval by the City Engineer. Any storm water management improvements required in conjunction with the subdivision shall be constructed by WR. To ensure completion of the storm water facilities, a letter of commitment from WR must be submitted in this amount or in the amount of the actual improvement cost as evidenced by a construction contract. Ownership and maintenance of the storm water management improvements shall be the responsibility of WR or of any subsequent Homeowner's Association. This shall include the maintenance of Bio-swales in the R.O.W.
13. City Communication facilities –WR is responsible for funding, designing and installation of the conduit as approved by the City.
14. Other Improvements
WR 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 WR at

its sole expense. WR 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 WR or other responsible parties.

15. Easements

WR 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 WR prior to the construction of public improvements therein. It shall be WR'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.

16. Private Utilities

WR shall be responsible for coordinating the installation of all private utility lines necessary to provide telephone communications, electrical, and gas services to the development.

17. Design Engineering Deposit

WR has previously deposited all necessary funding for review shall deposit a total \$85,000 with the City to cover the estimated cost of reviewing the plans prepared by WR'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.

18. Funding Guarantee for Construction

The WR shall submit a letter of commitment or other funding guarantee, satisfactory in format to the City Attorney, in an amount equal to the estimated construction contract cost \$2,230,610 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 WR, 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.

19. 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.

20. 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.

21. 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) WR 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.

22. 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.

23. Prevailing Wages

WR shall comply with the prevailing wages requirements set forth on the exhibit attached hereto.

24. City Ordinances and Regulations

City warrants that all work shall be undertaken in accord with City standard and customary public works contracting procedure unless such work is to be undertaken by City Forces or by WR 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 WR, its lessees, successors and assigns, and upon the City, its successors and assigns.

WESTLAWN RENAISSANCE LLC

IN WITNESS WHEREOF, WR has caused this document to be signed and sealed this ____ day of _____, 2011.

Westlawn Renaissance LLC

In Presence Of:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2011, 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 _____, 2011.

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 _____, 2011, 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 _____, 2011.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____,
2011, 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 _____, 2011.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____,
2011, 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 _____, 2011.

Notary Public, State of Wisconsin

My Commission expires: _____