

THIS AGREEMENT, By and between Gordon Knoll, LLC 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 property known as 1220 East Locust Street, more particularly described by Exhibit "A" attached here to; and

Whereas, Developer has requested an agreement providing for relaying combined sewers to allow construction of a multi-unit residential building; and

Whereas, The residential building is permitted under the rules and regulations of City's zoning ordinance; and

Whereas, The requested combined sewer improvements could be accomplished under the terms of an out-of-program agreement upon condition that title to the relayed sewers 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 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 initially necessary for design and construction of the public improvements, construction inspections and any related City work necessitated by the project.

2. Combined Sewer Improvements
Approximately 285 feet of combined sewer located in East Locust Street will be relayed in order to increase sewer capacity to accommodate Developer's proposed residential building.

Estimated costs are:

1.	Design engineering:	\$ 6,000
2.	Construction:	\$ 65,000
3.	Construction inspections:	\$ 9,000
		\$ 80,000

3. 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. Developer or other responsible parties shall obtain permits necessary for any such work.

4. Easements

Any modification to existing easements necessitated by relaying the sewer in North Gordon Place shall be prepared by City at the Company's expense. The cost of any required easement modifications is \$600.

5. Design Engineering Deposit

Developer shall deposit a total of \$6,000 with the City's Department of Public Works to cover the cost of design engineering and other City costs anticipated prior to bidding the sewer improvement work. Design work shall not begin until the deposit has been submitted.

6. Funding Guarantee

The Developer shall submit an irrevocable letter of credit or other funding guarantee, in an amount equal to the estimated construction cost for the sewer improvements identified above (i.e. \$60,000.00) prior to the award of any public improvement contracts.

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.

7. City Force Work Costs

The total estimated cost for construction engineering (field inspections, contract management, etc.) is \$9,000.00. Developer shall deposit this amount with the City prior to the City advertising for construction bids.

8. Payments

Contract costs for the sewer improvements will be billed to the Developer upon determination that City has incurred such costs. 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 6. 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 commenced by the City at the Developer's request.

Upon completion of the sewer improvements and all associated City work, City shall return any unspent portions of the Developer's cash deposits (Design Engineering and Construction Engineering) to the Developer.

9. 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.

10. Ownership of Public Improvements

It is understood and agreed by both parties hereto that upon completion of the sewer improvements title there to 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.

11. Building Permits

It is understood and agreed by both parties hereto that a building permit for the residential building shall not be issued until City has entered into a contract for the necessary sewer improvements.

12. City Ordinances and Regulations

City warrants that for all work to be performed by City it will follow its standard and customary public works contracting procedures unless such is to be undertaken by City Forces. 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 supercede 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.

IN WITNESS WHEREOF, the Developer has caused this document to be signed and sealed this _____ day of _____, 2002.

In Presence Of:

_____ Gordon
Knoll, LLC

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2002, 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 _____, 2002.

In Presence Of:

CITY OF MILWAUKEE

John O. Norquist, Mayor

City Clerk

COUNTERSIGNED:

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2002,
John O. Norquist, 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. 001391 adopted _____, 2002.

Notary Public, State of Wisconsin

My Commission expires:

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) SS.
)

Personally came before me this _____ day of _____, 2002,
_____, 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. 001391
adopted _____, 2002.

Notary Public, State of Wisconsin

My Commission expires:

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) SS.
)

Personally came before me this _____ day of _____, 2002,
_____, 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. 001391 adopted _____, 2002.

Notary Public, State of Wisconsin

My Commission expires: