

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39th AVENUE
PLEASANT PRAIRIE, WISCONSIN
5:15 P.M.
June 18, 2018
AGENDA**

1. Call to Order.
2. Roll Call.
3. Correspondence.
4. Citizen Comments.
5. Unfinished Business:
 - A. Consider approval of the **tabled Development Agreement/Tax Shortfall Agreement and related Exhibits** for proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.
6. New Business:
 - B. Consider approval of the **First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park.**
7. Adjourn.

It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except the governing body noticed above. **The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 39th Avenue, Pleasant Prairie, WI (262) 694-1400.**

- A. Consider approval of **Development Agreement/Tax Shortfall Agreement and related Exhibits** for proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.

Recommendation: Village staff recommends that the Plan Commission sent a favorable recommendation to the Village Board to approval of the Development Agreement/Tax Shortfall Agreement and related Exhibits as presented.

VILLAGE STAFF REPORT OF JUNE 18, 2018

Consider approval of **Development Agreement/Tax Shortfall Agreement and related Exhibits** for proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.

The petitioner is proposing to purchase approximately 64 acres of vacant property generally located at the northwest corner of 120th Avenue (West Frontage Road) and 104th Street (CTH Q) within the Prairie Highlands Corporate Park for the development of construction of the Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building.

Background Information: On April 2, 2018, the Village Board conditionally approved a Master Conceptual Plan for the proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building on said property. The proposed \$130 million development would include an approximate 100,000-square-foot ambulatory care center, a three story, 100,000-square-foot professional office building, and associated surface parking and open space. Services offered on site would include primary care, outpatient surgery, rehabilitation services, imaging, laboratory services, occupational health, a variety of specialty care services and a pharmacy. The building is situated on the site to accommodate future expansion as the health care needs of the community evolve. The planning and design of the proposed facility would preserve the site's woodlands and natural wetlands, providing care in a natural and healing environment.

On June 11, 2018, the Plan Commission conditionally approved the Preliminary Site and Operational Plans (Stage 1 of construction) for the mass grading for the proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.

As plans are developed the following approvals are anticipated:

- Preliminary Site and Operational Plans (Stage 2 of construction) for final full civil plans and all underground utilities and footing and foundation.
- Final Site and Operational Plans (Stage 3 of construction) for the building shell including building elevations, detailed landscape plans, lighting plans, DSIS Agreement and signage plans. This approval will allow for building permits to be issued for the building shell and all on-site exterior work. Any modifications to these plans will require additional approvals by the Plan Commission.
- Final Site and Operational Plans (Stage 4 of construction) for interior build-out plans. This only includes interior building plans. Any modifications to the exterior of the building or the site will require additional approvals by the Plan Commission.

Following the execution of the Development Agreement, land sale and issuance of erosion control permits, mass grading of the site can begin. Work is expected to begin in July and footing and foundation and underground utilities are expected to begin in late July. Building construction is anticipated later this summer. The entire project is anticipated to be completed in the summer of 2020.

Development Agreement: The Certified Survey Map (CSM) as previously discussed at the meeting will create Lot 2 which will be purchased by Aurora from the Village and Outlot 1 which will be transferred to the Prairie Highland Owners' Association, Inc. from the Village. All public roadway improvements and the underground public utilities serving the Corporate

Park and the Aurora site have been designed and a contract is being awarded by the Village with work to start the end of June or early July, 2018. The public roadway improvements are intended to be installed by the Village and are anticipated to be completed by the late fall of 2019. The Village is coordinating the electrical services needed for area street lighting and Aurora is coordinating their own on-site gas and electric service needs directly with We Energies. Outlot 1 of the proposed CSM will provide for regional basins for Prairie Highlands Corporate Park and will handle storm water for both Aurora and the southern end of the Corporate Park. The grading of the Aurora Lot and the regional stormwater facilities within Outlot 1 will be completed by Aurora pursuant to the Development Agreement, which specifies the obligations and other requirements of the Village and Aurora, including the required public and private improvements for the Aurora development.

The **attached** Development Agreement between the Developer (Aurora) and the Village is required as a condition of the Aurora approval and to the Village constructing the infrastructure improvements benefitting Lot 2. As noted in the Agreement, the Developer, at its cost and expense, shall:

1. Submit all information, drawings, elevations, civil and building plans, specifications and other documents and information and all other matters required by the Village for approval of all plans for any and all grading, site work, landscaping, signage, lighting, improvements, construction and development of the Lot 2 and Outlot 1 in accordance with the normal practices and procedures of the Village including, but not limited to, obtaining Village approval of the regional stormwater grading plan for Outlot 1 before commencing any work on Lot 2 or Outlot 1; and
2. Obtain all approvals necessary within the earliest reasonable time, and obtain all zoning, building and other permits and other approvals for construction of and enter into any other and further additional development agreements with the Village detailing the requirements for construction and development of Lot 2 prior to the commencement of any construction activities thereon including, but not limited to, all required Site and Operational Plans (as defined in Article IX of the Village's Zoning Ordinance) and any work with the Village for all required certified survey map approvals under the Village's Land Division and Development Control Ordinance.

As part of any approval process, the Village may, in accordance with its normal permitting and zoning process, impose such restrictions, covenants and obligations on the Developer as the Village deems appropriate for the development, construction and use of Lot 2. The Developer agrees to pay all development, license, permit, legal and other fees required by the State of Wisconsin, the Village and all other applicable governmental entities, and will not in any way seek reimbursement from the Village for the cost thereof. No site grading, buildings or improvements shall be constructed on or in Lot 2 until the plans and specifications for such Buildings and improvements have been reviewed and approved by Village staff and granted final approval by the Village Plan Commission and Village Board; all necessary zoning, building and other permits and approvals are obtained in accordance with the requirements of the Village and the Village ordinances; and the Village and the Developer have entered into such further development and other agreements, if any, as the Village deems necessary to detail the requirements for any and all construction on, and development of Lot 2, and the obligations of the Developer with respect to the development on the Lot 2.

Furthermore, the Development Agreement sets forth the required Payment in Lieu of Taxes agreement as required by the M-5 District regulations. Specifically, the Developer acknowledges that the buildings and any additions thereto to be constructed on Lot 2 are not intended to be property exempted from taxation under Section 70.11 of the Wisconsin Statutes or any successor statute ("Exempt Property"). Nothing in the Development

Agreement shall be construed as granting tax exempt status on the Developer, a successor owner of the Lot 2 or Lot 2. If any such party qualifies for tax exempt status under Wisconsin law, it is such party's obligation to apply for tax exempt status. At such time that any Lot 2 owner is granted tax exempt status pursuant to Wisconsin Statute 70.11, or any successor statute, such owner shall then make PILOT Payments (as defined in the Development Agreement) to the Village.

A "PILOT Payment" for any calendar year shall be equal to the Village assessor's determination of the fair market value of the tax exempt portion of the property on January 1 of each tax year multiplied by the total property tax rate equal to the net rate for all taxes calculated to include all taxing bodies reflected on Village tax bills from time to time.

PILOT Payments for the year in which the property or a portion thereof becomes exempt and subsequent years shall be due and payable in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated. No PILOT Payment is due hereunder from owner until such time that any portion of the development is deemed to be exempt from payment of property taxes pursuant to Section 70.11 of the Wisconsin Statutes, or any successor statute.

The Village's assessor's office may review the property's or any portion of the property's exempt status under Section 70.11 of the Wisconsin Statutes, or any successor statute, from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the Village as a result of those reviews or otherwise, determines that all or any portion of the property no longer qualifies (or does not qualify) for exemption from property tax (i) the Village will provide notice of such determination to such owner or its successor or assigns; (ii) the payment of PILOT Payments shall be suspended with respect to any years applicable with respect to any portions of the Property for which exemption no longer applies and (iii) the property or any portion thereof which does not qualify for exemption shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply.

The Village staff is continuing to work with and review Aurora on building elevations and site conditions for upcoming submittals. This Development will need to be in compliance with the overall Development Plans and TID #5 Project Plan including Amendment #1 and the tax shortfall agreement as set forth in the Development Agreement.

RECOMMENDATIONS:

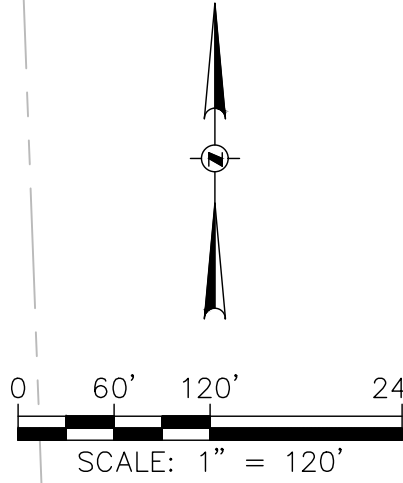
Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Development Agreement and related Exhibits and is subject to the Agreement being finalized and executed by all parties.

DEV1805-006

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5/30/2018 10:04 AM

NOTICE:
In accordance with Wisconsin statute 182.0175, damage to transmission facilities, excavator shall be solely responsible to provide advance notice to the designated "ONE CALL SYSTEM" not less than three working days prior to commencement of any excavation required to perform work contained on this drawing, and further, excavator shall comply with all other requirements of this statute relative to excavator's work.

DISCLAIMER:
The underground utilities shown have been located from field survey information and existing drawings. GRAEF makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. GRAEF further does not warrant that the underground utilities shown are in the exact location indicated. GRAEF has not physically located the underground utilities.



HGA
333 East Erie Street
Milwaukee, Wisconsin 53202
Telephone 414.278.8200

BOLDT

Aurora Health Care

GRAEF

AURORA HEALTH
CENTER

PLEASANT PRAIRIE

AMBULATORY CARE
CENTER AND MEDICAL
OFFICE BUILDING

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED CONTOUR (BY OTHERS)
- FLOW DIRECTION
- PROPOSED CATCH BASIN
- PROPOSED MANHOLE

GENERAL NOTES

- THE BASE SURVEY WAS PREPARED BY PINNACLE ENGINEERING GROUP IN 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.
- RETENTION PONDS LOCATED ON PROPOSED OUTLOTS ARE TO BE CONSTRUCTED AS PART OF THE PROJECT. REGIONAL POND DESIGN WILL BE COORDINATED WITH THE VILLAGE OF PLEASANT PRAIRIE FOR INCORPORATION OF REGIONAL STORM WATER CAPACITY IN ADDITION TO SITE SPECIFIC REQUIREMENTS.
- LARGE, MATURE TREES TO REMAIN. UNDERGROWTH WILL BE REMOVED AND COORDINATED WITH THE VILLAGE OF PLEASANT PRAIRIE.
- PROPOSED CONTOURS SHOWN ARE FOR ROUGH GRADING PURPOSES AND SHALL BE USED TO ESTABLISH ANTICIPATED FINAL DRAINAGE PATTERNS AND ELEVATIONS FOR ROUGH FINISHED SUBGRADE. FINAL SPOT ELEVATIONS AND CONTOURS IN FUTURE PACKAGE SHALL GOVERN FINAL DESIGN.
- ROUGH SUBGRADE IS APPROXIMATELY 1" BELOW FINISHED GRADE IN PAVED AREAS AND 12" BELOW FINISHED GRADE IN GRASS AREAS. DEPTHS VARY BASED ON LOCATION AND FINAL CROSS SECTION.
- SEE LANDSCAPE DRAWINGS FOR DETAILED SITE RESTORATION INFORMATION.
- REGIONAL STORMWATER PLAN TO BE PREPARED BY PINNACLE ENGINEERING GROUP AS THE ENGINEER OF RECORD FOR THE VILLAGE OF PLEASANT PRAIRIE.

NO	DESCRIPTION	DATE
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ISSUANCE HISTORY - THIS SHEET

HGA NO: 1373-026-00

OVERALL SITE
GRADING PLAN

DATE: MAY 30, 2018

PACKAGE #1

C300

**DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE
AND
AURORA HEALTH CARE, INC.**

_____, 2018

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List of Exhibits

- Exhibit A - Proposed Certified Survey Map
- Exhibit B - Conceptual Site Plan
- Exhibit C - Form of Memorandum of Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is made and entered into effective as of the _____ day of _____, 2018 (the "Effective Date"), by and between **AURORA HEALTH CARE, INC.**, a Wisconsin corporation (the "Developer") and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation (the "Village").

RECITALS:

WHEREAS, the Developer has agreed to purchase the real estate (the "Property") located within the Village, more particularly described as Lot 2 on the proposed certified survey map attached hereto as **Exhibit A** (the "CSM") from the Village pursuant to that certain Purchase and Sale Agreement dated as of February 22, 2018, between the Village and 2200 Polk Street, LLC ("Polk Street"), which was assigned to and assumed by the Developer (the "PSA");

WHEREAS, the Developer, the Boldt Company and the Village have, pursuant to the PSA, entered into that certain Predevelopment Agreement dated last signed June 6, 2018, which relates to the development of the Property as herein provided (the "Predevelopment Agreement");

WHEREAS, the Property is zoned M-5 Production Manufacturing District and will be developed in phases and used for a medical office building and clinic and other auxiliary uses as more particularly described in the Village zoning ordinance and the detailed site and operational plans to be approved in connection with the approval of the development of the Property;

WHEREAS, the Developer contemplates developing and constructing a 100,000 square foot, three-story medical office building and a 100,000 square foot connected ambulatory care clinic building on a portion of the Property (collectively, the "Buildings") on or before June 1, 2020, with the remainder of the Property being available for Developer's continued development of other facilities in additional phases (the "Comprehensive Site Development");

WHEREAS, this Development Agreement is intended to serve as an Agreement for the construction of the public and private infrastructure improvements and obligations to complete the entire Development Project; this Development Agreement shall set forth the detailed requirements for the development of the first phase of the Comprehensive Site Development as depicted on the Site Plan attached hereto as **Exhibit B**; the Developer agrees to execute an amendment to this Development Agreement, update the Master Conceptual Plan Application, submit a Site and Operational Plan/Zoning Permit Application and submit the required updated Exhibits for the Village's review and approval, which address all of the Developer's obligations for the completion of the public and private infrastructure improvements for the Development Project in connection with the development of the remainder of the

Property subsequent to the development of the first phase of the Development Project as set forth herein;

WHEREAS, the Property will be part of a larger corporate park known as "Prairie Highlands Corporate Park" (the "Park") located on land purchased by the Village;

WHEREAS, Section 66.1105 of the Wisconsin statutes (the "Tax Increment Law") provides the authority and establishes procedures by which the Village may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans, and finance such development through the use of tax incremental financing;

WHEREAS, on April 17, 2017, the Village Board of Trustees (the "Village Board") adopted: (i) Resolution No. 17-06 which amended the TID Project Plan (as amended, the "TID 2 Project Plan") of Tax Incremental District No. 2 ("TID 2"), with Amendment No. 6 ("Amendment No. 6"), to amend the TID 2 Project Plan to add as project costs the purchase price to purchase the Property and surrounding property from its previous owner and costs for the construction of infrastructure improvements benefitting the Property and surrounding property, as more particularly described in Amendment No. 6 to the TID 2 Project Plan and (ii) Resolution No. 17-07 which adopted the TID Project Plan (the "TID 5 Project Plan") which created Tax Increment Financing District No. 5 ("TID 5") which includes as project costs the costs for the construction of infrastructure improvements benefitting the Property and surrounding property, as more particularly described in the TID 5 Project Plan (TID #2 and TID #5 collectively referred to individually as a "District" and collectively as the "Districts");

WHEREAS, the Village has required that the development of the Buildings be accompanied by this Development Agreement between the Developer and the Village as a condition to the Village constructing the infrastructure improvements benefitting the Property;

WHEREAS, this Development Agreement is intended to provide for certain duties and responsibilities of the Village and the Developer relating to the development of the Property and construction of the Buildings;

WHEREAS, the Village believes that unless the Village constructs the infrastructure improvements benefitting the Property and provides the Developer with an allowance for certain grading and utilities work on the Property and Outlot, the Developer will not undertake the purchase, construction and development of the Property;

WHEREAS, the Village has determined that the development of the Property and the Buildings pursuant to this Development Agreement and the fulfillment generally of this Development Agreement by the parties hereto are in the best interests of the Village and its residents; will create jobs and healthcare options benefitting the residents of the Village and the surrounding region; will enhance the value of other properties in

the Village; will promote the orderly development of the Property in accordance with the Village's Comprehensive Plan for growth and development adopted by the Village; and are in accord with the public purposes and conditions of the applicable state and local laws and requirements under which the Project Plans for the Districts have been undertaken and are being carried out;

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions. In addition to the words and terms elsewhere defined in this Development Agreement, the following words and terms when used in this Development Agreement shall have the following meanings:

"Association" means the property owners association to be formed by Developer pursuant to the Declaration whose members shall be the owners of all of the lots in the Prairie Highlands Corporate Park as set forth in the Declaration. The Village intends to name the Association the "Prairie Highlands Owners' Association, Inc."

"Buildings" means the buildings to be constructed on the Property, as set forth in the Recitals.

"CSM" means the proposed certified survey map to be approved and recorded by the Village prior to the Developer's purchase of the Property and attached hereto as **Exhibit A** whereupon the Property is located and described as Lot 2 thereon.

"Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park recorded against the Property and the surrounding Prairie Highlands Corporate Park property as provided in such Declaration and as more particularly described and defined in Section IV.O. hereof.

"Developer Default Notice" shall have the meaning set forth in Section IX.B. hereof.

"Developer Work" means collectively the Site Work and Grading, Storm Water Work, Water Work, Sanitary Sewer Work, Onsite Roadway Work and Landscaping.

"Development Grant" shall have the meaning set forth in Section V.B. hereof.

"Driveway Parcel" shall have the meaning set forth in Section IV.R. hereof.

"Event of Default" shall have the meaning set forth in Section IX.A. hereof.

“Foundation Completion” shall have the meaning set forth in Section V.B. hereof.

“Joint Review Board” means the joint review board for TID 5.

“Landscaping” shall have the meaning set forth in Section IV.K. hereof.

“Onsite Roadway Work” shall mean the private roadway work upon the Property as set forth in Section IV.J. hereof.

“Outlot” shall mean Outlot 1 as located and described on the CSM which will be deeded to the Association after Developer completes its Site Work and Grading and Storm Water Work on the Outlot and Property.

“Park” shall mean the Prairie Highlands Corporate Park of which the Property is a part, as set forth in the Recitals.

“PILOT Payment” shall have the meaning set forth in Section XV.U. hereof.

“Project Costs” shall have the meaning set forth in Section 66.1105(2)(f) of the TIF Law.

“Project Increment” means, on each December 31, all TID Increment collected by the Village during the 12-month period immediately preceding such December 31, less the Administrative Costs for such Administrative Period.

“Property” has the meaning set forth in the Recitals.

“Public Street Lights” shall mean the lighting facilities and wiring illuminating public roadways located adjacent to the Development Project.

“Public Street Signs” shall mean the signage providing identification, directions and guidance of and regarding the public roadways located adjacent to the Development Project.

“Sanitary Sewer Work” means the sanitary sewer work as more particularly defined and described in Section IV.I. hereof.

“Site Plan” shall mean the conceptual site plan attached hereto as **Exhibit B**.

“Site Work and Grading” means the site work and grading of the Property more particularly defined and described in Section IV.F. hereof.

“Storm Water Work” means the storm water work as more particularly defined and described in Section IV.G. hereof.

“Tax Increment” shall have the meaning set forth in Section 66.1105(2)(f) of the TIF Law.

"TIF Law" means Section 66.1105 of the Wisconsin Statutes, as amended and renumbered from time to time.

"Village Board" means the Village Board of Trustees of the Village as defined in the Recitals.

"Water Work" means the construction of all water lines and facilities as set forth in Section IV.H. hereof.

"WISDNR" means the State of Wisconsin Department of Natural Resources.

"WISDOT" means the State of Wisconsin Department of Transportation.

"WISDSPS" means the State of Wisconsin Department of Safety and Professional Services.

B. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Development Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Development Agreement nor shall they affect its meaning, construction, or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

SECTION II. CONDITIONS PRECEDENT TO VILLAGE OBLIGATIONS

In addition to all other conditions and requirements set forth in this Development Agreement, the obligations of the Village under this Development Agreement are conditioned upon the satisfaction of each and every of the following conditions:

A. Authority. Prior to the execution of this Development Agreement, Developer shall provide the Village with evidence reasonably satisfactory to the Village that Developer is authorized to enter into this Development Agreement and that the persons signing this Development Agreement on behalf of Developer are authorized to so sign this Development Agreement.

B. Certificate of Status. Prior to the execution of this Development Agreement, Developer, at its cost, shall provide a certificate of status of Developer issued by the Wisconsin Department of Financial Institutions.

C. No Defaults. No uncured Developer Default or event which with the giving of notice or lapse of time or both would be a Developer Default by Developer shall exist under this Development Agreement.

D. Village Approvals. The Developer shall have obtained, or will obtain, from the Village all approvals required for the development of the Buildings during the phasing of the Developer Work as more particularly set forth in Section IV.A. hereof.

E. Other Governmental Approvals. The Developer shall have obtained all approvals and permits required from all governmental authorities for the development of the Buildings, including from WISDOT, WISDNR, WISDPS and any other governmental approvals.

In the event Developer fails to satisfy any condition set forth in this Article II, Developer shall not be allowed to commence or continue any construction upon the Property until such condition is satisfied.

All submissions given to the Village to satisfy the conditions contained in this Article II must be satisfactory in form and content to the Village, in its reasonable discretion, unless otherwise specifically stated.

SECTION III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

A. Organization. Developer is a duly organized and existing limited liability company in current status under the laws of the State of Wisconsin.

B. Authorization. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

C. Correctness of Documents. All copies of financial statements, documents, contracts and agreements which Developer has furnished or caused to be furnished to the Village are true and correct in all material respects.

D. Veracity of Statements. No statement of fact by Developer contained in this Development Agreement and no statement of fact furnished or to be furnished by Developer to the Village pursuant to this Development Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

E. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Development Agreement will not violate or conflict with Developer's articles of organization or operating agreement, company organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Development Agreement violate or conflict with any law applicable to Developer or the Development Project.

F. No Litigation. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

G. Sufficient Funds. The Developer has at this time, and will have so long as this Development Agreement continues in effect, sufficient available funds for the completion of the Developer's obligations under this Development Agreement.

H. Financing. The Developer has obtained, or will obtain, all necessary equity and debt financing to fully fund all of its obligations hereunder and has performed and complied with all conditions, covenants and agreements as required by such debt financing.

I. No Defaults. To the best of Developer's actual knowledge, no Developer Default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Development Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument to which Developer is a party or an obligor.

SECTION IV. UNDERTAKINGS OF THE DEVELOPER

A. Obtain Approvals for Development and Occupancy. The Developer, at its cost and expense, shall: (i) submit all information, drawings, elevations, civil and building plans, specifications and other documents and information and all other matters required by the Village for approval of all plans for any and all grading, site work, landscaping, signage, lighting, improvements, construction and development of the Property and Outlot in accordance with the normal practices and procedures of the Village including, but not limited to, obtaining Village approval of a grading plan before commencing any work on the Property or Outlot; and (ii) obtain all approvals necessary therefor within the earliest commercially reasonable time thereafter, and obtain all zoning, building and other permits and other approvals for construction of and enter into

any other and further additional development agreements with the Village detailing the requirements for construction and development of the Property prior to the commencement of any construction activities thereon including, but not limited to, all required Site and Operational Plans (as defined in Article IX of the Village's Zoning Ordinance) and all required certified survey map approvals under the Village's Land Division and Development Control Ordinance. The Developer has submitted an application for a proposed Preliminary Site and Operational Plan approval for the first stage of its construction on April 25, 2018 and will submit applications for Preliminary Site and Operational Plans for the remaining three (3) stages of its construction and an application for a Final Site and Operational Plan for the Property to the Village for approval. As part of any approval process, the Village may, in accordance with its normal permitting and zoning process, impose such restrictions, covenants and obligations on the Developer as the Village deems appropriate for the development, construction and use of the Property. The Developer agrees to pay all development, license, permit, legal and other fees required by the State of Wisconsin, the Village and all other applicable governmental entities, and, except as otherwise provided in this Development Agreement, will not in any way seek reimbursement from the Village for the cost thereof. No site grading, Buildings or improvements shall be constructed on or in the Property until the plans and specifications for such Buildings and improvements have been reviewed and approved by Village staff and granted final approval by the Village Plan Commission and Village Board; all necessary zoning, building and other permits and approvals are obtained in accordance with the requirements of the Village and the Village ordinances; and the Village and the Developer have entered into such further development and other agreements, if any, as the Village deems necessary to detail the requirements for any and all construction on, and development of, the Property, and the obligations of the Developer with respect to the development on the Property. No Buildings or improvements shall be occupied prior to the approval of a permit application for and the issuance by the Village of a certificate of occupancy pursuant to Chapter 370 of the Village Code of Ordinances.

B. Compliance with Codes, Plans and Specifications. The construction of the Developer Work, the Buildings and other improvements constructed on and in the Property, and their uses, shall be in compliance with all applicable zoning and other ordinances of the Village; all other applicable laws, ordinances, regulations and requirements of all other governmental and quasi-governmental entities having jurisdiction over the Property; and with the pertinent provisions of the plans and specifications which have been approved by the Village. The acceptance of this Development Agreement and granting of any and all approvals, zoning, licenses and permits by the Village, in and of itself, shall not obligate the Village to grant any variances, exceptions or conditional use grants, or approve any site grading, building or construction the Village determines not to be in compliance with the Village ordinances, or the requirements of any other applicable governmental authority.

C. Erosion Control. The Developer shall comply with all grading, zoning, erosion and soil control requirements affecting the Property and the Outlot in accordance with all applicable, federal, state, county and municipal regulations, guidelines, specifications, laws, ordinances and permits affecting the property or any

portion thereof. Without limiting the foregoing, the Developer shall take such action and shall utilize such techniques and mechanisms necessary to implement any erosion control plan required by the Village and with the applicable provisions of the Village's Construction Site Maintenance and Erosion Control Ordinance, in order to prevent sediment from being deposited on adjacent properties or on any public street or into adjacent wetlands and floodplains and to prevent sediment from being washed into downstream drainage facilities. The Developer agrees to submit wetland delineations and archeological, historical and threatened species information which may be provided by the Village to Developer to the WISDNR to obtain a Notice of Intent from the WISDNR prior to submitting its erosion control plan to the Village. No grading or other movement of soils shall be conducted by or for the Developer until an appropriate Erosion Control Permit has been issued for the Property and the Outlot by the Village. A \$2,000 cash payment shall be made by the Developer to the Village pursuant to this Development Agreement as a street sweeping security to guaranty to the Village that the roadways are kept clean throughout the construction. Following the Developer's completion of its obligations under this Development Agreement to the satisfaction of the Village, the full amount of the deposit, less a six percent (6%) administrative processing fee, shall be returned to the Developer if it is not used for erosion control enforcement purposes, e.g., cleanup of mud tracking. After providing notice to the Developer, the Village may draw upon the \$2,000 deposit at any time and from time to time in order to pay the cost of street sweeping and other such costs incurred by the Village, and the Developer shall immediately make an additional cash deposit to restore the cash balance to \$2,000 with the Village.

D. Protected Areas. The Developer shall be responsible for undertaking all steps and precautions as are necessary to insure the preservation and protection of any wetlands and other protected interests on or in the Property, and shall be responsible for obtaining all necessary WISDNR and/or U.S. Army Corps of Engineers permits. All such protected areas disturbed in any way by construction activities on any portion of the Property or in connection with the development of the Property by or for the Developer, shall be restored by the Developer to its prior condition to the satisfaction of the Village.

E. Demolition. If applicable, the Developer shall, at its sole cost and expense, obtain any necessary razing permits and approvals from the Village. No debris or building materials shall be utilized as fill materials on this or any other site in the Village.

F. Site Work and Grading. The Developer shall, at its sole cost and expense, obtain all necessary permits and approvals, perform the site work and grading and provide for the Village inspection of all site work and rough and final grading on the Property and the Outlot (the "Site Work and Grading"). Prior to the commencement of the Site Work and Grading, Developer shall submit and obtain approval of a grading plan pursuant to all Village requirements and submit all contracts for the design and construction of the Site Work and Grading to the Village for the Village's written approval of the contractors and contracts. Developer shall be responsible for all soil borings upon the Property and Outlot and shall provide all soil boring results to the

Village. The Site Work and Grading shall be performed by the Developer in accordance with the requirements and applicable ordinances of the Village. Upon completion of the Site Work and Grading, Developer shall submit a plan providing as-built grades to the Village for confirmation that such grades are in compliance with all Village requirements. During construction, Developer shall limit its access to the Property to the area designated as the "Dedicated Public Street" off of 120th Avenue upon the CSM.

G. Storm Water System Private Improvements. The Developer shall, at its sole cost and expense, design, locate, construct, install, provide for the Village inspection of, and use all private storm sewer and drainage system improvements and facilities on the Property and the Outlot, including all retention/detention basins or areas on the Outlot and the connection of such retention/detention basins and areas to the storm sewer and drainage system for the Property and the Park (collectively, the "Storm Water Work") in a workmanlike manner and in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance and the Village's Stormwater Management and Stormwater Drainage System Facilities, Stormwater Storage Facility and Construction Site Maintenance and Erosion Control Ordinance, and the Site and Operational Plans; all surface and storm water runoff, management, filtration and other such requirements of the Village for the Storm Water Work and all other applicable governmental entities and authorities as are applicable and in effect. Prior to the commencement of any Storm Water Work, the Developer shall obtain the Village's approval of the design of the Storm Water Work including, but not limited to, the construction of the retention/detention basins or areas on the Outlot and the connection of such basins or areas to the storm sewer and drainage system for the Property and the Park, submit all contractors for the construction of the Storm Water Work to the Village for the Village's written approval of the contractors. The Developer shall not commence any construction or improvement on or in any part of the Property or Outlot unless and until the Developer has obtained all Site and Operational Plan approvals required for a storm water management plan and for the Storm Water Work from the Village, and from all other applicable government authorities. The Developer shall complete and install the Storm Water Work prior to the Village's issuance of any verbal to occupy permissions or written occupancy permits for the Buildings, and before the installation of the concrete pavement layer of any private driveways within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the private driveways on the Property. The Developer shall take whatever precautions are necessary to ensure that retention/detention basins or areas located on the Outlot or the Property are not silted in any way during any stage of the grading, construction or landscaping provided for in this Agreement. Downstream drainage improvements shall be maintained throughout the construction process in order to avoid drainage problems for the abutting neighbors. Erosion control silt fence surrounding or otherwise protecting the basin shall be constructed prior to any grading or construction work being conducted on the Property or the Outlot. The erosion control silt fence shall be maintained throughout construction and until the area disturbed is vegetatively stable. The Developer shall upon the Village's inspection, conduct cleaning and televising of the storm sewer mains and catch basins at the Developer's cost. Following the Village's acceptance of the Storm Water Work, the Developer shall

promptly take such actions as are necessary to connect and otherwise render such improvements usable. All Storm Water Work located on the Property and not located within public areas owned or to be dedicated to the Village shall be granted an easement for the benefit of the Village providing for inspection by the Village and the right for the Village to maintain and repair the Storm Water Work in the event not properly maintained by the property owner or Association and to bill and assess the property owner for any such maintenance performed by the Village. During construction, Developer shall limit its access to the Property to the area designated as the "Dedicated Public Street" off of 120th Avenue upon the CSM.

H. Water System Private Improvements. The Developer shall, at its sole cost and expense, design, locate, provide, construct, install, provide for the Village inspection of, and use all required water supply and distribution system improvements in private driveway areas located on the Property from the existing or to be constructed Village water system lines through the entire Property to serve the entire Property and adjoining property in a workmanlike manner and in accordance with the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance (the "Water Work"). The Developer shall complete and install the Water Work prior to the Village's issuance of any verbal to occupy permissions or written occupancy permits for the Buildings and prior to the issuance of building permits for any Buildings, and before the installation of the concrete pavement layer of any private driveway areas within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the private driveway areas on the Property. The Developer shall upon the Village's inspection, conduct flushing, cleaning and water sampling of the water lateral, at the Developer's cost. Following the construction of the Water Work, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable. The Developer shall secure, at its sole cost and expense, any necessary easements for the benefit of the Developer and/or the Village over adjoining properties for the Water Work or to connect to the Village's existing or to be constructed water system to the property line of the Property. The Developer shall install water services from the shut-off valve to the Buildings, such that no portion of the Property shall be served by a private water system. The Developer shall obtain all requisite permits and approvals for such water system from all other applicable government authorities.

I. Sanitary Sewerage System Private Improvements. The Developer shall, at its sole cost and expense, design, locate, provide, construct, install, provide for the Village Inspection of, and use all sanitary sewer lines and other sanitary sewer facilities in private driveway areas located on the Property from the existing or to be constructed sanitary sewer lines through the entire Property to serve the entire Property and adjoining property in a workmanlike manner and in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance (the "Sanitary Sewer Work"). The Developer shall complete and install the Sanitary Sewer Work prior to the

Village's issuance of any verbal to occupy permissions or written occupancy permits for the Buildings and prior to the issuance of building permits for any Buildings, and before the installation of the concrete pavement layer of any private driveways within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the private driveways in and adjacent to the Property. The Developer shall upon the Village's inspection, conduct cleaning and televising of the sanitary sewer mains at the Developer's cost. Following the Developer's construction of the Sanitary Sewer Work, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable. The Developer shall install sanitary sewer service to the Buildings such that no portion of the Property shall be served by private septic or alternate means of treating sanitary sewer effluent. The Developer shall obtain all requisite permits and approvals for such Sanitary Sewer Work from the Village and all other applicable government authorities.

J. Onsite Roadway Work. The Developer shall, at its sole cost and expense, construct and provide for the Village inspection of, all private driveways and improvements upon the Property to serve the entire Property as set forth on the Site Plan attached hereto as **Exhibit B** (the "Onsite Roadway Work"). The Developer shall obtain all requisite permits and approvals for such Onsite Roadway Work from the Village, the WISDOT and other applicable government authorities.

K. Landscaping. All of the grading, landscaping and planting described in this subparagraph will hereinafter be collectively referred to as the "Landscaping." The Developer shall construct and provide Landscaping for the Property in accordance with the proposed landscaping plans, specifications, and estimates (hereinafter collectively referred to as the "Landscaping Plan") which shall be hereafter submitted to the Village for approval, the CSM and the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance. The private landscaping, berming and all other on-site land vegetation stabilization including sodding or seeding and downstream drainage improvements shall be completed by the Developer prior to the issuance of a certificate of occupancy for either of the Buildings. An as-planted letter on the landscaper's letterhead shall be provided which verifies that all plantings were completed in accordance with the Village approved Landscape Plan. All disturbed areas shall be suitably prepared and seeded by appropriate measures by the Developer and in a workmanlike manner in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance, as soon as is physically practical after the disturbance of the ground surface and final grade is established. In the event that the initial seeding fails to produce a good cover of grass, the Developer shall promptly take such steps as are necessary such as hydro-seeding to produce a good cover of grass.

L. Utilities. The Developer, at the Developer's expense, shall contract with the appropriate utility companies to have the private utilities and related facilities designed, located, constructed, installed and provided in the Development Project which are proposed to serve the Development Project, including electrical power (including

street lights), gas, telephone and cable TV lines, (if available), in a workmanlike manner and in accordance with the easements depicted on the CSM or within easements hereinafter granted to the applicable private utility companies and the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance. All such improvements and facilities shall be installed underground. The Developer shall contract with the appropriate utility companies for the dedication of utility easements, coordination, construction and installation of all such utility improvements to be completed prior to the issuance of an occupancy permit for either of the Buildings. Copies of any additional recorded utility easements and utility easement provisions shall be provided to the Village. The Developer shall be responsible for the restoration of all areas disturbed by the utility companies which are not otherwise restored. Said restoration shall occur within reasonable time and not to exceed 60 days.

M. Public Street Lights. The Association or the owner of the Property shall be responsible for the ongoing financial obligation for the We Energies facilities energy and facility maintenance costs for the Public Street Lights adjoining the Development Project. The Developer acknowledges that the Village will create a street lighting district regarding the maintenance, repair and electricity costs of the Public Street Lights whereby the Association or the Lot owners shall pay for the maintenance and repair and operation of the Public Street Lights.

N. Public Street Signs. The Developer shall work with the Village public work's department to install the Public Street Signs in and adjacent to the Development Project in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition and Chapter 395, the Land Division and Development Control Ordinance. The Public Street Signs shall be located and installed in accordance with an approved public street signage plan. (Note: the Village public work's department will be fabricating and installing the street name signage).

O. Declaration of Covenants, Conditions, Restrictions and Easements. The Village has recorded the Declaration against the Property in the form previously provided to the Developer by the Village and as approved by the Village. Developer hereby agrees and consents to all of the covenants, easements, development standards and restrictions for the Property set forth in the Declaration and agrees to comply with the Declaration.

P. Requirements for Developer Work.

1. All of the Developer Work shall be performed by the Developer to such standards as are generally specified by the Village for such work as if performed on behalf of the Village, and as specifically required by the Village. The Developer Work shall at all times be subject to Village inspection and approval. All Developer Work shall be performed by contractors and subcontractors who are licensed and qualified to do such work. The Developer agrees to pay for all inspection and construction related services provided by the Village in connection with the approval of

the Developer Work. Without limiting the foregoing, the Developer shall at all times take all precautions necessary or advisable and at all times perform all work on or in the Property or in connection with the Development Project, in a manner that will safeguard and protect the water, sanitary sewer and other infrastructure that may be affected by the Development Project, and in compliance with the requirements of the Village's Construction Site Maintenance and Erosion Control Ordinance.

2. The Developer or Lot owners shall execute a Digital Security Imaging System (DSIS) Agreement and DSIS Access Agreement pursuant to Village ordinance regulations to assist in maintaining a safer environment for the Lot owners and occupants and for the protection of their personal property. The DSIS shall afford the opportunity for public safety departments to visually examine the Buildings, exterior parking areas and entrances and exits to the Lots and will provide emergency response personnel with a live visual assessment of an emergency situation in advance of arrival without placing an undue burden on the Village taxpayers as well as greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions.

3. The Developer shall hold a preconstruction meeting and shall notify the Village of the commencement date of all Developer Work, or Building construction on, in, or related to the Property, and keep the Village informed of the Developer's construction schedule.

4. For purposes of this Development Agreement, for Developer Work, the terms "completion" or "completed" shall mean the issuance by the Village of a final inspection approval for such Developer Work, provided that the Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Developer Work in accordance with the usual practice and procedures of the Village.

5. The Village shall perform all construction field inspection services relating to the required Developer Work, as required, and the Developer shall promptly pay to the Village Treasurer, upon demand, the costs of all such services, pursuant to the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance.

6. There will be no Village snowplowing efforts on 128th Avenue and Goldbear Drive where adjoining the Development until the public streets are completed by the Village. The Developer understands and agrees that all public sidewalks shall be installed, repaired as needed, maintained, and shoveled/deiced by the Developer as required by Village Ordinances.

7. Village officials and their designees shall have the right to enter upon the Property at all reasonable times, without notice, to inspect the status, progress and quality of the Developer Work and any related materials, goods or equipment.

Q. Construction Timeline and Value Increment Creation for the Property. The Developer agrees to create as a result of the Development of the Property a minimum value increment (as such term is defined in Section 66.1105(2)m of the Wisconsin Statutes) within TID 5 of not less than One Hundred Million and No/100 Dollars (\$100,000,000.00) on or before January 1, 2020 and of not less than One Hundred Thirty Million and No/100 Dollars (\$130,000,000.00) on or before January 1, 2021 in connection with the construction of improvements on the Property, and to maintain such equalized tax assessment values until the termination of TID 5. Developer agrees to substantially complete the construction of the Buildings on or before June 1, 2021. For purposes of this Development Agreement, for each Building, the terms "substantial completion" or "substantially completed" shall mean the issuance by the Village of an occupancy permit for that Building, provided that Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Building in accordance with the usual practice and procedures of the Village.

R. Driveway Easement. [NOTE: Specific location and scope need to be defined for Driveway Parcel easement.] The Village is retaining a certain parcel of land bounding 120th Avenue (a/k/a the West Frontage Road to Interstate Highway 94), which will be used by the Developer as the entrance to its driveway off of 120th Avenue described as "Dedicated Public Street" on the CSM (the "Driveway Parcel"), and the Village hereby grants the Developer an easement to use this Driveway Parcel for driveway purposes. Developer agrees to (i) construct a public roadway connection to 120th Avenue on the Driveway Parcel in compliance with all applicable Village and State of Wisconsin ordinances, codes and requirements, (ii) maintain the Driveway Parcel and the portion of the roadway thereon in first class condition and in a condition similar to the rest of its driveway and agrees to keep the Driveway Parcel clear of ice and snow, and otherwise maintain the Driveway Parcel, including any facilities located in its easements thereon or thereunder, as required by all Village and State of Wisconsin and ordinances, codes and regulations, all at its sole cost and expense; (iii) insure the Driveway Parcel with a commercial general liability insurance policy in an amount acceptable to the Village naming the Village as an additional insured and (iv) indemnify the Village from and against any claims or damages in connection with the condition or use of the Driveway Parcel.

SECTION V. UNDERTAKINGS OF THE VILLAGE

A. Village Public Infrastructure Work. Except for the responsibilities of the Developer provided below, the Village shall design and construct, at its cost and expense, the public improvements consisting of the public roadways, sanitary sewer system, and municipal water system which will be located adjacent to the Property to provide access, sanitary sewer and water to the Property, and will use reasonable efforts, subject to Section X hereof, to complete such construction on or before April 1, 2020. The public roadways, sanitary sewer and municipal water lines shall be constructed to the property line of the Property. The Developer shall be responsible at Developer's expense for (a) conducting all soil borings on the Property and the Outlot, the results of which shall be provided to the Village, (b) conducting all site grading

(rough and final) upon the Property and Outlot, (c) connecting all roadways, sanitary sewer lines and municipal water lines, along with any private electricity, natural gas or telecommunication lines from the property line of the Property, and (d) providing all design, grading and construction of the retention/detention basins and storm sewer facilities on the Outlot, as more particularly set forth in Section VI.F. and G. hereof, after the approval of the plans and specifications for such stormwater improvements by the Village.

B. Development Grant. Upon the Developer's completion of the construction of the footings and foundations for the Buildings, and the approval by the Village of the inspections of such footings and foundations (the "Foundation Completion"), Village shall pay the Developer the sum of \$1,800,000.00 (the "Development Grant") upon the later of (i) January 31, 2019, or (ii) ten (10) days after the Foundation Completion. Developer shall use such Development Grant to pay for Developer's site grading, utility and other site costs to prepare the Property for the construction of the Buildings.

C. Grading Payment. Contemporaneously with the payment of the Developer Grant, the Village shall pay Developer the sum of \$90,000 to reimburse Developer for a portion of its grading costs for the Property. Developer hereby agrees that its contingency set forth in Section 3(a) of the PSA is waived and satisfied, and the Village hereby agrees that the plans and specifications for the grading of the stormwater detention ponds on the Outlot set forth on Sheet C300, Overall Grading Plan, and Sheet C307, Detailed Grading Plan, prepared by Graef Construction, Inc. and dated June 11, 2018 are approved by the Village.

SECTION VI. MISCELLANEOUS REQUIREMENTS

The Developer shall do each and all of the following at its cost and expense:

A. Manner of Performance. Cause all construction obligations of the Developer referred to in this Development Agreement to be carried out and performed in a good and workmanlike manner, consistent with construction standards in the Village;

B. Utilities. Install all electrical, telephone, cable, fiber optic and gas utilities underground in accordance with all ordinances of the Village. It shall be the responsibility of the Developer to contract to have installed and pay for all costs associated with private utilities required by the Village;

C. Permits. Provide and submit to the Village, valid copies of any and all governmental agency permits relating to the construction of the Development Project. No occupancy permits shall be issued for the occupancy of any Building or portion thereof on the Property until such time as final inspections are completed and passed by the Village and/or State of Wisconsin building, fire and rescue and zoning inspectors;

D. Performance Standards. Comply with the performance standards set forth in Section 420-38 and elsewhere in the Village Code of Ordinances;

E. Debris. Keep the Property free from litter and debris during all phases of grading and construction. The Developer shall promptly remove and lawfully dispose of all tree trunks, limbs, brush and other rubbish and debris from the Development Project. Tree trunks and other organic matters shall not be backfilled on the Property. Offsite sediment deposition occurring as a result of a storm event shall be cleaned up by the end of the next work day following the occurrence. All other offsite sediment deposition occurring as a result of construction activities shall be cleaned up at the end of the work day;

F. Stop Work Orders. The Developer shall promptly comply with any stop work orders issued pursuant to applicable provisions of the Village Building Code, Village Land Division and Development Control Ordinance or the Village Zoning Ordinance because the design, location, materials, workmanship or other performance are not in accordance with the provisions of this Development Agreement, Site and Operational Plans, the Land Division and Development Control Ordinance, or the Erosion Control and Construction Site Maintenance Ordinance or any other Village Ordinances;

G. Inspection. During the development of the Buildings and other facilities in additional phases of the Comprehensive Site Development, the Village shall have the right at any time and from time to time to enter upon the Property to perform any testing and inspections deemed necessary or appropriate by the Village. For any required testing or inspections within any Building on the Property, the Village shall provide prior notice to the Developer, except for emergency situations;

H. Financial Information. The Developer shall, from time to time upon request of the Village, provide financial information and statements of the Developer to the Village, and certify that such information and statements are true and correct in all respects; and

I. Occupancy Certificates. The Developer shall apply for and obtain certificates of occupancy for all Buildings on the Property prior to occupancy and comply with the terms of such certificates of occupancy.

J. Commercial Sprinklers. All Buildings on the Property shall be constructed utilizing commercial sprinklers for the entire Building, regardless of Building size and irrespective of any State of Wisconsin requirements.

SECTION VII. CONDITIONS OF ALL OBLIGATIONS OF THE VILLAGE UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

A. Representations Correct. All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;

B. Covenants Performed. All covenants and obligations of the Developer under this Development Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;

C. No Default. No Event of Default has occurred, or with the giving of notice or lapse of time would occur; and

D. No Material Change. There is no material adverse change in the financial condition of the Developer which might impair its ability to perform its obligations under this Development Agreement.

SECTION VIII. INDEMNIFICATIONS

The Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development Agreement, or the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Development Project or the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee or the Village.

SECTION IX. DEFAULT/REMEDIES

A. Events of Default. An event of default ("Event of Default") is any of the following:

1. Subject to Section X hereof, a failure by the Developer to cause substantial completion of the Developer Work or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement, a failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement or a failure by the Developer to pay any amount when and as

due to the Village, and after the notice and cure period provided in Section IX.B. below;
or

2. The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or

3. The dissolution or liquidation of the Developer, or the commencement of any proceedings therefor.

B. Notice of Event of Default.

1. Except for Sections IX.A.2. and IX.A.3. above, in the event of an Event of Default, the Village shall notify the Developer in writing (the "Developer Default Notice") of the specific nature of the Event of Default. If the Village believes that an alleged failure of performance by the Developer poses an imminent threat to the public health or safety, the Developer Default Notice shall so state.

2. The delivery by the Village of a Developer Default Notice to the Developer shall not be a condition precedent to the issuance by the Village of a stop work order pursuant to the applicable provisions of the Village's Land Division and Development Control Ordinance, or to any legal action taken pursuant to this Development Agreement to enforce such ordinance or other applicable ordinance.

3. The Developer shall have fifteen (15) days after receipt of a Developer Default Notice to cure an alleged monetary default and shall have thirty (30) days after receipt of a Developer Default Notice to cure any other alleged failure to perform under this Development Agreement; provided, however, that if the failure is reasonably incapable of cure within said thirty (30) day period, the Developer has commenced such cure within said thirty (30) day period, and is diligently pursuing such cure, then the time for such cure shall be extended for a reasonable additional period of time under the circumstances as reasonably determined by the Village to allow the Developer to complete its curative activity.

4. Whenever an alleged failure of performance under this Development Agreement is believed by the Village to pose an imminent threat to public health or safety, the parties shall immediately confer in good faith as to how such threat can be most effectively and expeditiously eliminated.

5. Notwithstanding anything to the contrary in this Development Agreement, if the Village believes in good faith that the commencement of a legal action or the performance of its own work with respect to curing a perceived failure prior to the commencement or completion of the Developer's curative action is urgently required to protect the public health or safety, the Village may proceed to do so, giving such prior notice to the Developer and offering the Developer such opportunity to cure as is practical under the circumstances.

C. Village Remedies on Default. Whenever an Event of Default occurs and is continuing, the Village may take any one or more of the following actions without waiving any rights or remedies available to it:

1. Immediately suspend its performance under this Development Agreement, including payment of the Development Grant, from the time any Developer Default Notice is given until it receives assurances from the Developer deemed adequate by the Village that the Developer will cure its default and continue its due and punctual performance under this Development Agreement;

2. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Development Agreement; and

3. Perform or have performed all necessary work, and have supplied all necessary equipment, goods, materials, or services, to complete all or any part of the Developer Work in satisfactory form.

D. No Remedy Exclusive. No remedy or right conferred upon or reserved to the Developer or the Village in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

E. Developer Remedies. In the event that Developer believes the Village has failed to perform its obligations under this Development Agreement, Developer shall notify the Village in writing of the specific nature of the alleged failure in writing (the "Village Default Notice"). In the event the Village has not cured such alleged failure to perform under this Development Agreement within thirty (30) days after the Village Default Notice, the Developer may proceed with any remedy available at law or in equity under the laws of the State of Wisconsin for the breach of a contract.

F. No Implied Waiver. In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

G. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs under this Development Agreement and the aggrieved party incurs attorneys' fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the

party in default shall pay the reasonable attorneys' fees, court costs and other such expenses incurred by the other party.

SECTION X. PERMITTED DELAYS

Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused and a reasonable time thereafter acceptable to the Village to remobilize. However, in order for a party to be entitled to make a claim for any such delays, such party must give the other party written notice of the conditions or events giving rise to the delay and the number of days claimed to be due to such conditions or events within thirty (30) days from the date of the occurrence of the condition or event giving rise to the delay. The provisions of this Section shall not operate to excuse the Developer from the prompt payment of any and all monies the Developer is required to pay under this Development Agreement.

SECTION XI. FEES

A. Miscellaneous Fees. The Developer shall pay to the Village Treasurer in cash or by check upon execution of this Development Agreement, all fees which have not already been paid by the Developer, if any, and the Developer shall pay to the Village Treasurer when they have become due and payable all other fees prescribed by the Village Land Division and Development Control Ordinance which are or may become due and payable.

B. Engineering and Zoning Related Review Fees. In addition to the Village's Consulting Engineer's review and Inspection services, the Developer shall reimburse the Village for all fees incurred by it for the Village Engineer's and Public Work Department's inspections, the Village Community Development Department staff review and inspection services, legal fees and any other expert or administrative services in connection with its inspections and approvals of the Developer Work and other items associated with the Development Project requiring the Village's review, inspection or approval as provided in the Pre-Development Agreement executed by Developer and on file with the Village. The Village's monthly invoices shall provide an itemization specifying the work done, by whom it was done and the charge for such work.

C. Impact Fees. The Village charges impact fees to developers, and subsequent landowners thereafter, of all new developments. These impact fees compensate the Village for additional costs for public improvements resulting for services for the new development such as for police, fire and public works and parks related projects. Impact fees are due as a condition precedent to the issuance of a

building permit and will be paid by the Developer at such time. In the event the Property should ever be exempt from any impact fees, the same shall be paid by Developer as a payment in lieu of such impact fees.

SECTION XII. ASSIGNMENT

The Developer shall not transfer, sell or assign this Development Agreement or its obligations under this Development Agreement, without the prior written consent of the Village, which consent may be withheld, conditioned or delayed for any reason. Developer shall not transfer, sell, convey or assign the Property, or any portion thereof, until Developer has fully complied with all of its obligations under this Development Agreement, without the prior written consent of the Village, which consent shall not be unreasonably withheld; provided, however, that Developer may convey all or a portion of the Property to an entity controlled by Developer (a "Controlled Assignee") without the Village's consent so long as (i) no Event of Default has occurred or is continuing hereunder, (ii) the Controlled Assignee assumes the obligations of Developer hereunder by an assumption document acceptable to the Village and (iii) Developer will not be released and will remain liable for all of its obligations under this Agreement.

SECTION XIII. BINDING

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION XIV. AMENDMENTS

This Development Agreement may only be modified or amended by written agreement, duly authorized and signed by the Village and the Developer, their permitted successors or assigns.

SECTION XV. ADDITIONAL PROVISIONS

A. Conflicts of Interest. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Development Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such financial interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement which affects his or her personal financial interest or the financial interests of any corporation, partnership or association in which he or she has a direct or indirect financial interest. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement.

B. Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.

C. No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Development Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

D. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

E. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Development Agreement.

F. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, or sent via a nationally-recognized overnight delivery service (such as Federal Express), to the parties' respective addresses as follows:

To the Village: Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Village Administrator

With a copy to: Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris,
Community Development Director

With a further
copy to: Brian G. Lanser and
Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue #2350
Milwaukee, WI 53202

To the Developer: Aurora Health Care, Inc.
750 W. Virginia St.
Milwaukee, WI 53204-1880
Attn: _____

With a copy to: John G. Gehringer
O'Neil, Cannon, Hollman, DeJong & Laing S.C.
111 East Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

or to such other address as a party may designate for itself by notice given to the other parties from time to time in accordance with the provisions hereof.

Notice shall be deemed delivered (i) in the case of personal delivery, on the date when personally delivered; (ii) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery, or (iii) in the case of notice sent via a nationally-recognized overnight delivery service, on the day such delivery service attempts delivery at the notice address.

G. Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein.

H. Governing Law. This Development Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

I. Further Assurances. The Developer will at any time, and from time to time at the written request of the Village, sign and deliver such other documents and instruments requested by the Village as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Development Agreement.

J. Counterparts. This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

K. No Third Party Beneficiaries. This Development Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and permitted assigns, which shall not include, for purposes of this subsection, any person who has not assumed all of the benefits and obligations of this Development Agreement in accordance with the terms of this Development Agreement.

L. Applicability of Village Ordinances. The provisions of the Village Land Division and Development Control Ordinance and Zoning Ordinance are applicable to the subject matter of this Development Agreement whether or not such provisions are referred to expressly herein. In the event of inconsistency between the provisions of said ordinances and the provisions of this Development Agreement, the provisions that are most stringent against the Developer or most favorable to the Village shall control.

M. Amendment of Ordinances. In the event that the Village Land Division and Development Control Ordinance or Zoning Ordinance is amended or recreated after this Development Agreement is entered into, and before all of the obligations of the

Developer under this Development Agreement have been satisfied, then any such amendment shall apply to this Development Agreement and Developer shall comply with any such amendment.

N. Severability. In the event that any part of this Development Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement, and the balance of this Development Agreement shall survive.

O. No Threat to Public Health or Safety. Notwithstanding any language in this Development Agreement to the contrary, the Developer shall not do nor permit any other person to do anything in connection with the performance of the Developer's obligations under this Development Agreement which poses a threat to the public health or safety.

P. Good Faith and Fair Dealing. The parties shall deal with one another fairly and in good faith. If this Development Agreement provides that an approving party may grant or withhold its approval or consent in its sole and absolute judgment or discretion, such approval or consent may be unreasonably withheld or conditioned and the approving party shall not be obligated to state the reasons for withholding its approval. If this Development Agreement does not expressly provide that an approving or consenting party may grant or withhold its approval in its sole and absolute judgment or discretion, the approving party shall not unreasonably withhold, condition or delay its approval.

Q. No Rule of Construction Against Drafter. The language used in this Development Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of construction shall be applied against either party as the drafter of this Development Agreement.

R. Incorporation of Recitals. The Recital paragraphs set forth at the beginning of this Development Agreement are incorporated as part of this Development Agreement as though fully set forth herein.

S. Recording. The parties hereto agree that the Village may require the Developer to record this Development Agreement or a Memorandum of this Development Agreement on the record title to the Property or any portion thereof at the cost and expense of the Developer. The Developer shall, contemporaneously with the execution of the Development Agreement, execute and deliver the Memorandum of Development Agreement substantially in the form attached hereto as **Exhibit I**, or other similar document, in connection with such recording.

T. Covenant Running With the Land. The covenants and agreements contained in this Development Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Developer and all successive owners of the Property, and any portion thereof, and their respective heirs, representatives, successors and assigns.

U. Payment in Lieu of Taxes. Developer acknowledges that the Buildings and any additions thereto to be constructed on the Property are not intended to be property exempted from taxation under Section 70.11 of the Wisconsin Statutes or any successor statute ("Exempt Property"). Nothing in this section shall be construed as granting tax exempt status on the Developer, a successor owner of the Property or the Property. If any such party qualifies for tax exempt status under Wisconsin law, it is such party's obligation to apply for tax exempt status. At such time that any owner is granted tax exempt status pursuant to Wisconsin Statute 70.11, or any successor statute, such owner shall then make PILOT Payments (as hereinafter defined) to the Village. In consideration of governmental services and benefits to the Property furnished by the Village, beginning in the year the Property or any portion thereof becomes exempt from ad valorem real estate property tax, and so long as the Property or any portion thereof continues to be exempt, in whole or part, under Section 70.11 of the Wisconsin Statutes, or any successor statute, the owner, or its successors and assigns, shall pay the Village an annual PILOT Payment for the Property or the portion thereof which is exempt for each calendar year. A "PILOT Payment" for any calendar year shall be equal to the Village assessor's determination of the fair market value of the tax exempt portion of the Property on January 1 of each tax year multiplied by the total property tax rate equal to the net rate for all taxes calculated to include all taxing bodies reflected on Village tax bills from time to time. PILOT Payments for the year in which the Property or a portion thereof becomes exempt and subsequent years shall be due and payable in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated. No PILOT Payment is due hereunder from owner until such time that any portion of the Property is deemed to be exempt from payment of property taxes pursuant to Section 70.11 of the Wisconsin Statutes, or any successor statute. The Village's assessor's office may review the Property's or any portion of the Property's exempt status under Section 70.11 of the Wisconsin Statutes, or any successor statute, from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the Village as a result of those reviews or otherwise, determines that all or any portion of the Property no longer qualifies (or does not qualify) for exemption from property tax (i) the Village will provide notice of such determination to such owner or its successor or assigns; (ii) the payment of PILOT Payments shall be suspended with respect to any years applicable with respect to any portions of the Property for which exemption no longer applies and (iii) the Property or any portion thereof which does not qualify for exemption shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. Notwithstanding anything to the contrary contained herein, Developer and its successors and assigns acknowledges that it is or may be bound by the reporting requirement set forth in the preamble to Section 70.11 of the Wisconsin Statutes and that under Wisconsin Statute Section 70.109, exemptions are strictly construed; it is presumed that the Property is taxable, and the burden is on the person claiming exemption. Developer and its successors and assigns shall have the same rights to contest the assessed valuation of the Property as a taxpaying owner under Wisconsin law. The Village acknowledges an owner of the Property's right to contest the assessed valuation of the Property under the procedures provided in Section 70.47 of the Wisconsin Statutes or any successor statute.

V. Tax Assessment. During the existence of TID 5 or any successor tax increment financing district encumbering the Property, neither Developer nor any Lot owner shall contest or consent to any other party contesting the ad valorem tax assessed value for the Property or any portion thereof using as evidence of its value the sales of properties with abandoned or vacated buildings, and the ad valorem tax assessed value of the Property or any portion thereof shall be determined using the same method used for other like properties and under no circumstances will a vacant building method be used to determine such ad valorem tax assessed value.

W. Survival of Representations and Warranties. All representations and warranties made by the Developer in this Development Agreement shall survive for a period of one (1) year after substantial completion of the last Building constructed on the Property by the Developer; provided, however, that Developer agrees to assign to the Village its rights under its design contracts for the Public Infrastructure Improvements prior to the expiration of such representations and warranties.

X. Costs. Developer shall pay all fees, costs and expenses incurred by the Village, including attorneys' fees, in connection with the negotiation, preparation, administration and enforcement of this Development Agreement, and all documents and agreements executed in connection therewith, and the declaration or enforcement of the Village's rights under this Development Agreement, including without limitation the declaration or enforcement of such rights in any litigation or arbitration proceeding involving the Village in any court or before any arbitrator or in any bankruptcy, reorganization or insolvency proceeding involving Developer or any of its members. Any and all such fees, costs and expenses unpaid by the Developer or incurred by the Village shall be indebtedness of Developer to the Village hereunder and shall be paid to the Village within thirty (30) days of the receipt of an invoice therefor.

[SIGNATURES CONTINUED ON NEXT PAGES]

DATED as of the day, month and year first above written.

THE DEVELOPER:

AURORA HEALTH CARE, INC.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2018 the above-named _____, the _____ of Aurora Health Care, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid limited liability company.

Notary Public,
_____ County, _____
Commission: _____

VILLAGE:

VILLAGE OF PLEASANT PRAIRIE, a
Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

By: _____
Name: Jane C. Snell
Title: Village Clerk

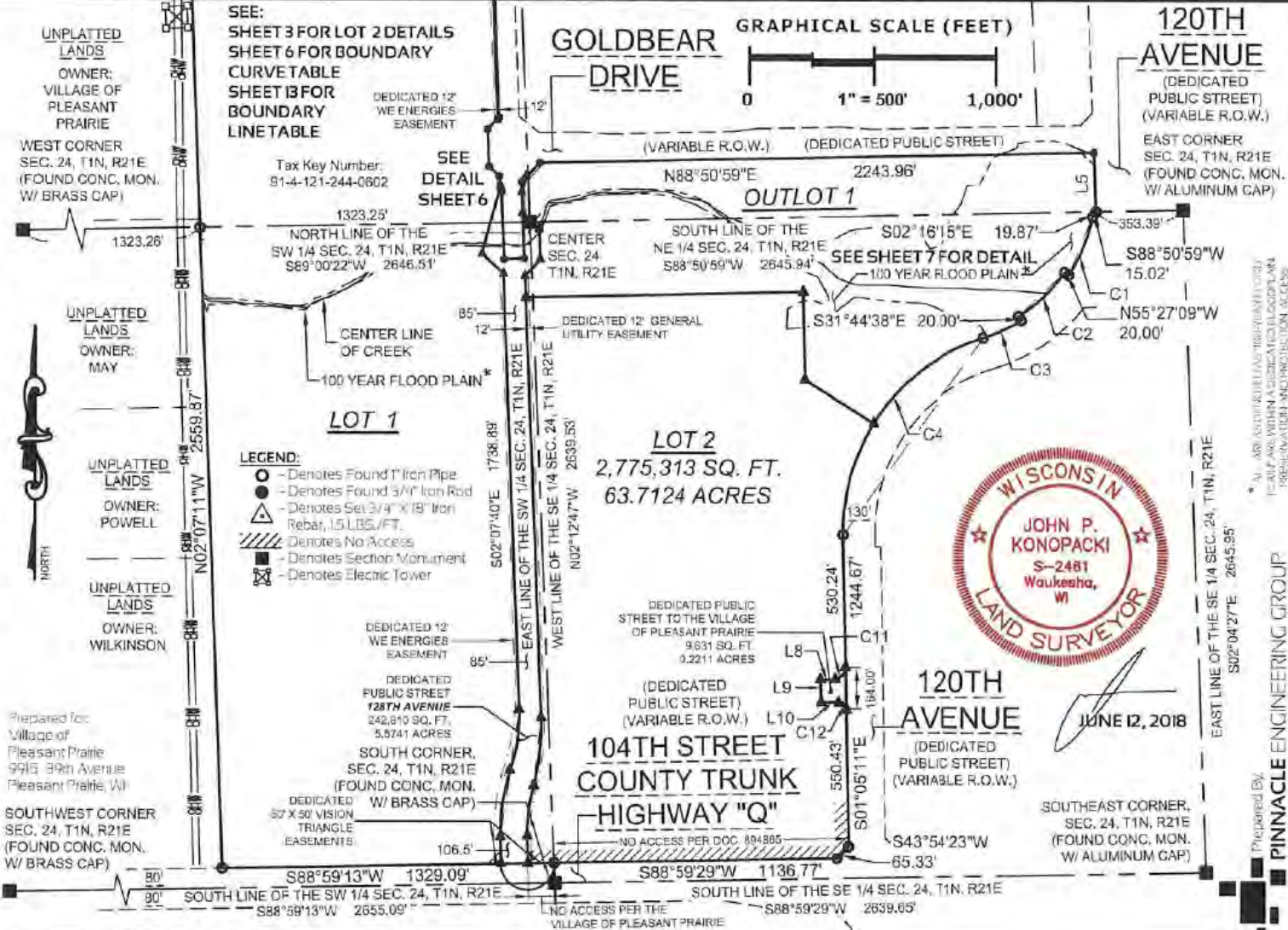
STATE OF WISCONSIN)
)
COUNTY OF KENOSHA) ss.

Personally came before me this ____ day of _____, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

CERTIFIED SURVEY MAP NO.

Being a subdivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southwest 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 2 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

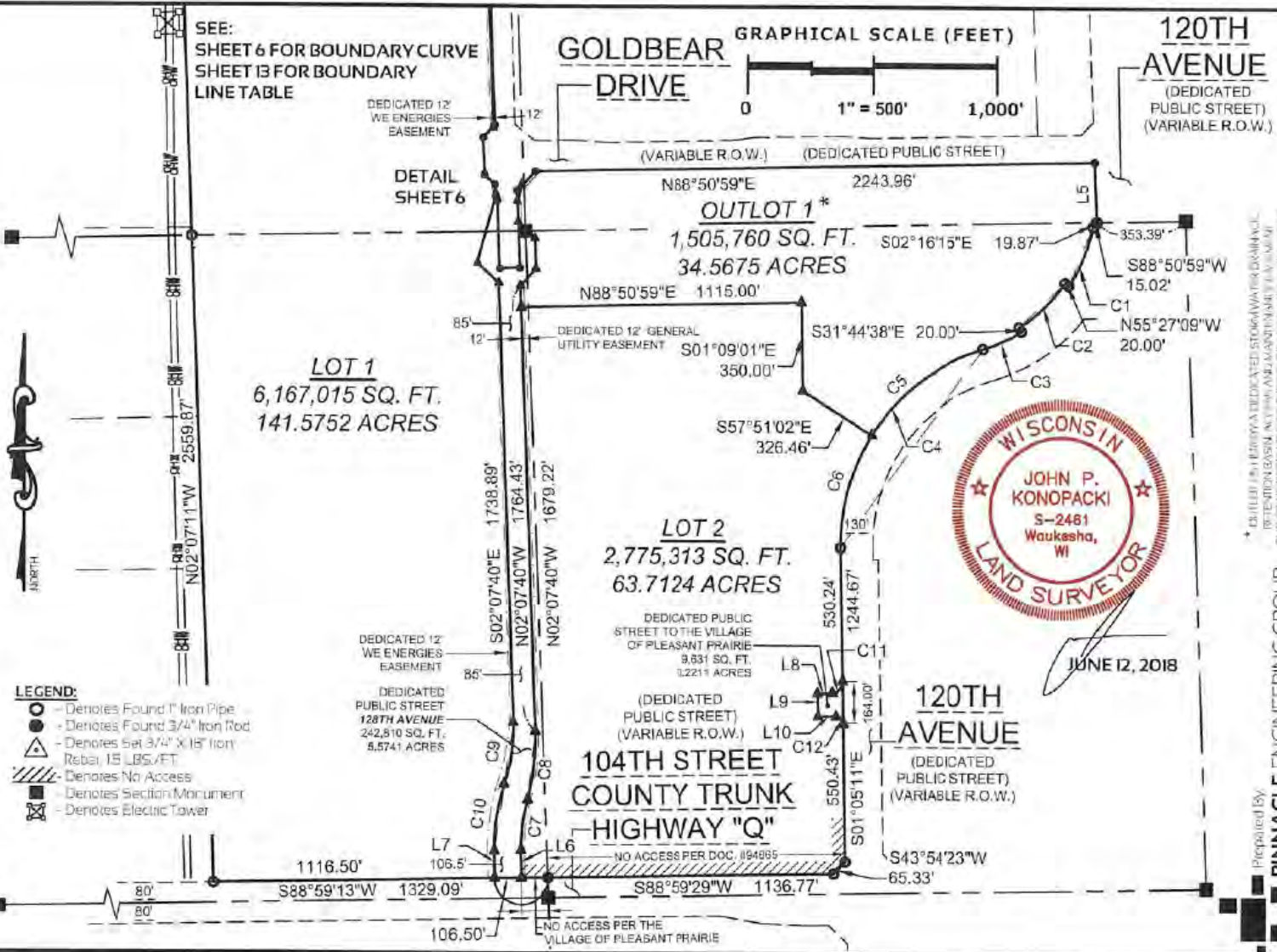


PEG JOB #97.00
SHEET 2 OF 14

This instrument drafted by John P. Konopacki, PL-5-License No. 5-2461

CERTIFIED SURVEY MAP NO. _____

Being a subdivision of all of Lot 2 of Certified Survey Map No. 3849, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 AND the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 29, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



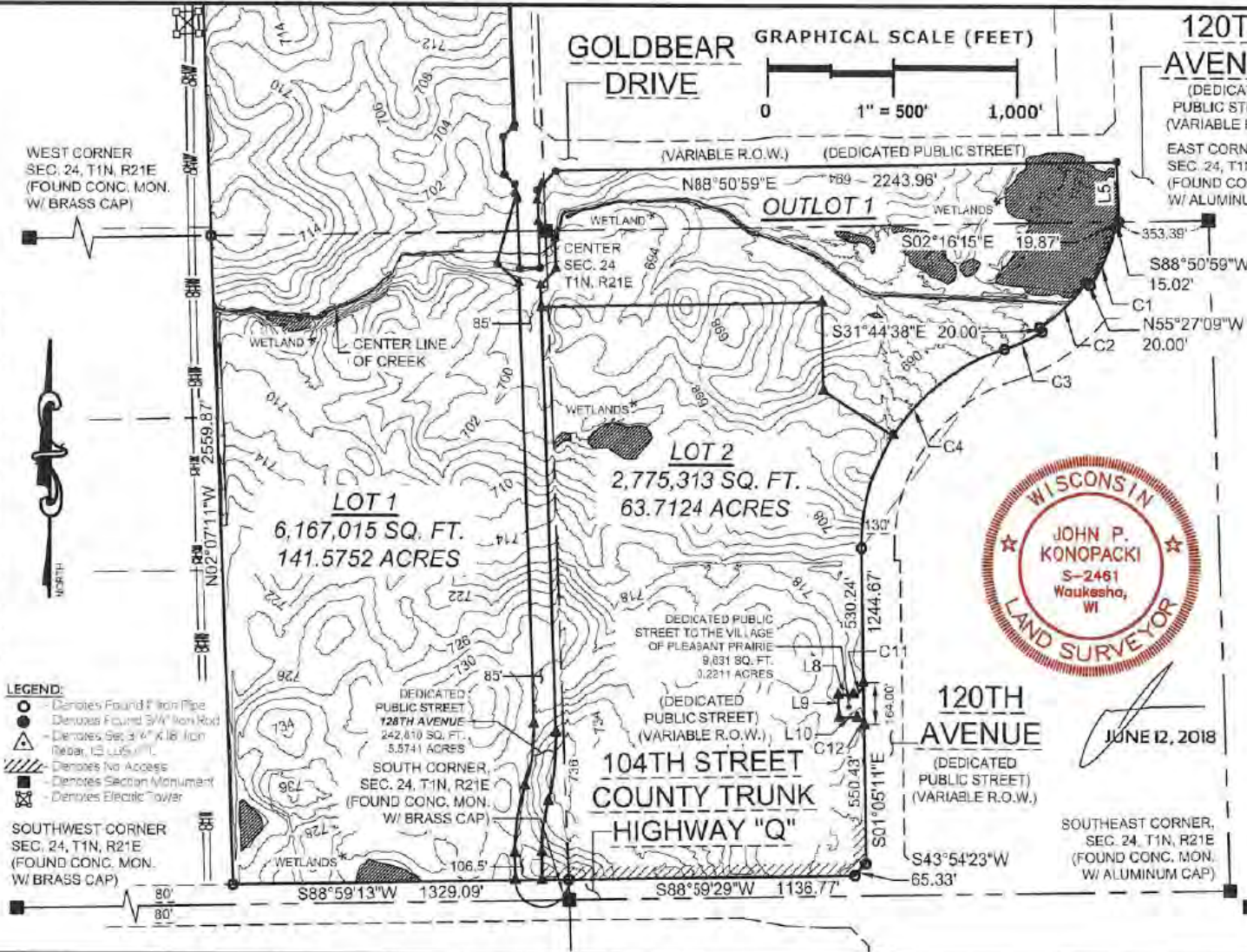
ALL LOTS IN THIS MAP ARE DEDICATED TO THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN. ANY OTHER DEDICATIONS ARE VOID. ANY OTHER DEDICATIONS ARE VOID. ANY OTHER DEDICATIONS ARE VOID.

Prepared by
PINNACLE ENGINEERING GROUP
15650 BLUENHORN ROAD, SUITE 210
BROOKFIELD, WI 53005
OFFICE (262) 754-8868

This instrument drafted by John P. Konopacki, PLS License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being a subdivision of all of Lot 2 of Certified Survey Map No. 28/89, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of Section 24, Township 1 North, Range 21 East, of the Southwest 1/4 AND the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



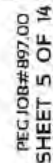
* ALL NON-RESIDENTIAL WETLANDS ARE WITHIN A DESIGNATED WETLAND PRESERVATION AND PROTECTION ZONE, AND MAINTENANCE EASEMENT

Prepared By:
PINNACLE ENGINEERING GROUP
18850 BLUEBOND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PL S-License No. S-2461

PEC JOB#897.00
SHEET 4 OF 14

Being a subdivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 AND the Southeast 1/4 AND the Northwest 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 26, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PINNACLE ENGINEERING GROUP
15450 BLUEMOUND ROAD, SUITE 200
BROOKFIELD, WI 53005
OFFICE (262) 794-8888

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	254.99'	643.50'	022°42'12"	S23°11'47"W	253.32'	S11°50'41"W	S34°32'53"W
C2	258.00'	623.50'	023°42'30"	S46°24'08"W	256.16'	S34°32'53"W	S58°15'23"W
C3	168.75'	643.50'	015°01'31"	S65°48'08"W	168.27'	S58°15'23"W	S73°16'54"W
C4	1046.81'	806.50'	074°22'05"	S36°05'51"W	974.86'	S73°16'54"W	S01°05'12"E
C5	578.98'	806.50'	041°07'56"	S52°42'56"W	566.63'		
C6	467.83'	806.50'	033°14'10"	S15°31'53"W	461.30'		
C7	200.52'	729.50'	015°44'55"	N08°51'41"E	199.88'	N01°00'47"W	N14°44'08"E
C8	275.19'	935.00'	016°51'48"	N06°18'14"E	274.20'	N14°44'08"E	N02°07'40"W
C9	250.91'	710.00'	020°14'54"	S07°59'47"W	248.61'	S02°07'40"E	S18°07'14"W
C10	265.82'	796.00'	019°08'01"	S08°33'13"W	264.58'	S18°07'14"W	S01°00'47"E
C11	73.83'	47.00'	090°00'00"	S43°54'49"W	66.47'	S01°05'11"E	S88°54'49"W
C12	42.41'	27.00'	090°00'00"	S46°05'11"E	38.18'	N88°54'49"E	S01°05'11"E

DETAIL OF 128TH AVENUE

LEGEND:

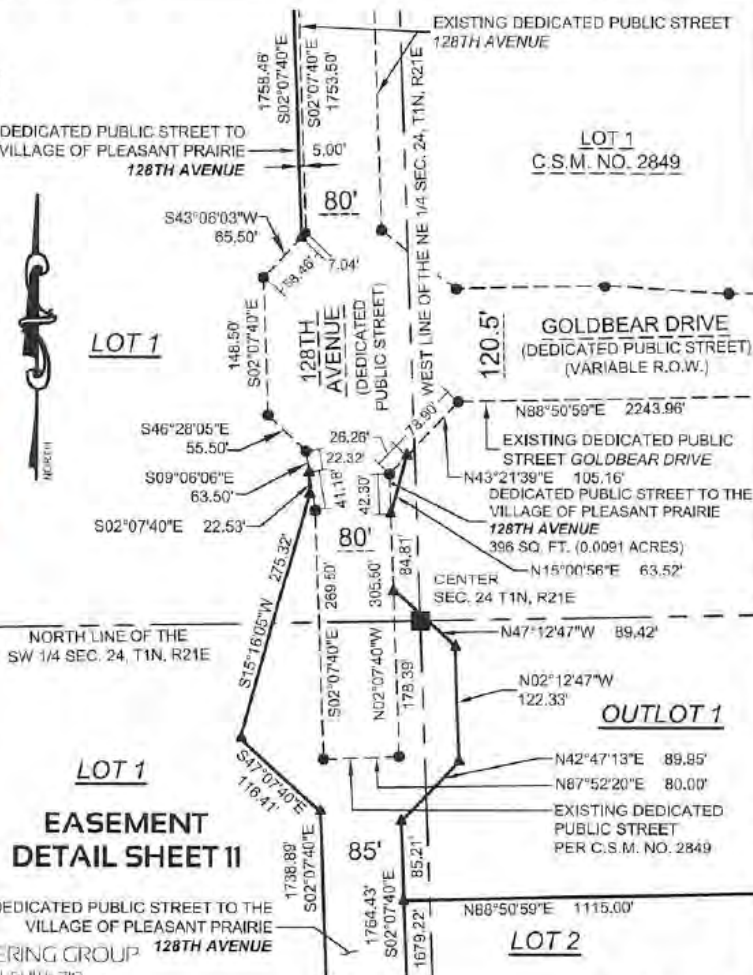
- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- △ - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.
- - Denotes Section Monument



JUNE 12, 2018

GRAPHICAL
SCALE (FEET)

0 1" = 150'



CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided all of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Section 24;

Thence North 89°03'42" East along the north line of the Northwest 1/4 of said Section 24, 1320.23 feet to the west line of the East 1/2 of said Northwest 1/4 and the Point of Beginning;

Thence continue North 89°03'42" East along said north line, 1002.57 feet to the west line of Outlot 2 of said Certified Survey Map No. 2849;

Thence South 02°07'40" East along said west line, 338.74 feet to the south line of said Outlot 2;

Thence North 87°52'20" East along said south line, 155.59 feet to the west right of way line of 128th Avenue;

Thence the following courses along the west right of way line of 128th Avenue:

South 02°07'40" East, 135.00 feet;

North 87°52'20" East, 55.00 feet;

South 02°07'40" East, 1753.50 feet;

South 43°06'03" West, 65.50 feet;

South 02°07'40" East, 148.50 feet;

South 46°28'05" East, 55.50 feet;

South 09°06'06" East, 63.50 feet;

South 02°07'40" East, 269.50 feet to the south right of way line of 128th Avenue;

Thence North 87°52'20" East, 80.00 feet to the east right of way line of 128th Avenue;

Thence North 02°07'40" West along said east right of way line, 305.50 feet;

Thence North 43°21'39" East along said east right of way line, 105.16 feet to the south right of way line of Goldbear Drive;

Thence North 88°50'59" East along said south right of way line, 2243.96 feet to the west right of way line of 120th Avenue;

Thence the following courses along said west right of way line of 120th Avenue:

South 02°18'15" East, 236.50 feet to the south line of the Northeast 1/4 of said Section 24;

South 88°50'59" West along said south line, 15.02 feet;

South 02°18'15" East, 19.87 feet to a point of curvature;

Southwesterly 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 23°11'47" West, 253.32 feet;

North 55°27'09" West, 20.00 feet to a point on a curve;

Southwesterly 258.00 feet along the arc of said curve to the right, whose radius is 623.50 feet and whose chord bears South 46°24'08" West, 256.16 feet;

South 31°44'38" East, 20.00 feet to a point on a curve;

Southwesterly 168.75 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 65°46'08" West, 168.27 feet to a point of reverse curve;

Southwesterly 1045.81 feet along the arc of said curve to the left, whose radius is 808.50 feet and whose chord bears South 36°05'51" West, 974.86 feet;

South 01°05'11" East, 1244.67 feet;

South 43°54'23" West, 65.33 feet to the north right of way line of 104th Street - County Trunk Highway "Q";

Thence South 88°59'29" West along said north right of way line, 1136.77 feet;

Thence South 88°59'13" West along said north right of way line, 1329.09 feet to the west line of the East 1/2 of the Southwest 1/4 of said Section 24;

Thence North 02°07'11" West along said west line, 2559.87 feet to the north line of said Southwest 1/4;

Thence North 02°03'42" West along the west line of the East 1/2 of the Northwest 1/4 of said Section 24, 2845.17 feet to the Point of Beginning.

Dedicating lands as graphically shown for right of way purposes:

Containing 10,709,705 square feet (245.8610 acres) gross and 10,448,080 square feet (239.8551 acres) net of land, more or less.

That I have made survey, land division and map by the Village of Pleasant Prairie, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statute and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying and mapping the same.



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

John P. Konopacki

Professional Land Surveyor S-2461

Date: JUNE 12, 2018

This instrument drafted by John P. Konopacki, PLS-License No. S-2461



PEG JOB #897.00

SHEET 8 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a subdivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown hereon as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor; the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

DEDICATION AND EASEMENT PROVISIONS:

1. The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) were/are being dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village"), and/or Kenosha County and/or the Wisconsin Department of Transportation (WI DOT) for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement which is hereby reserved in the right-of-way by the Village, and/or Kenosha County and/or the WI DOT as shown on this CSM for the Lot Owners adjacent to the public street areas for the required planting, mowing, watering, maintenance and cutting of grass within the grassy terrace area and for the maintenance and replanting of street trees in the area between the roadway pavement and the Lots. In the event of any conflict between the rights of the Village, Kenosha County and WI DOT under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot Owners pursuant to the public street dedication retained herein, the rights of the Village, Kenosha County or WI DOT shall be deemed to be superior.

The Village shall be responsible for all costs associated with the construction, installation, repair, alteration, and replacement of roadway improvements. The Lot Owners shall be responsible for the maintaining and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; and maintenance of the private storm water drainage improvements leading to the off-site retention basins used to handle storm water from the development sites in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the respective Development Agreement approvals.

2. Future perpetual nonexclusive utility easements coextensive with the future areas to be shown on the Lots by WE Energies (f/k/a W.E.P.CO.), AT & T (f/k/a Wisconsin Bell) and Spectrum (f/k/a Time Warner Cable Inc.) and their respective successors and assigns (collectively the "Utility and Communications Grantees") as may be granted by the Lot Owners, shall be identified for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots and for any related ingress and egress. The future General Utility Easements shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot Owners shall be responsible to restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement, on which such easements are located on their Lots as it does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the individual Lot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Grantor shall be responsible for all restoration maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the individual Lot Owners shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets without prior written approval of the Village, Kenosha County and/or the WI DOT. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village, Kenosha County or WI DOT and the rights of the private utility, electric or communications company in such public street areas, the Village's, Kenosha County's or the WI DOT's rights shall be deemed to be superior.



JUNE 12, 2018

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD, SUITE 210
BROOKFIELD, WI 53005
OFFICE (262) 754-8288

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 9 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a revision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

DEDICATION AND EASEMENT PROVISIONS CONTINUED

3. The fee interest in the area shown as Dedicated Storm Water, Retention Basin, Access and Maintenance Easement within the area shown as Outlot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Village of Pleasant Prairie to the Prairie Highlands Commercial Owners' Association Inc. ("referred to as the Association") for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage maintenance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Outlot 1 fee interest transfer shall be exclusive, except for: 1) the Association's use, planting and irrigating, care and maintenance of the storm water inlet and outlet structures, retention basins, multi-use trails and related signage and surrounding grassy areas within Outlot 1 as it will not interfere with the improvements, uses and purposes of the Village; 2) a temporary Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Outlot 1 hereby granted to Aurora Health Care, Inc. and their contractors for the storm water drainage system improvements, storm water retention basin storage and conveyance construction, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities; and 3) a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Outlot 1 hereby retained by the Village for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage construction, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement and the rights of the Association or any other persons or entities with respect to the Dedicated Easement, the Village's rights under this Easement shall be deemed to be superior. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligations to do anything related to its rights under this Easement.

4. Nonexclusive easements coextensive with the areas shown as Storm Water Drainage, Access and Maintenance Easement shown on Lot 1 of this CSM are hereby dedicated, given, granted and conveyed to the Association on this CSM for storm water drainage purposes, drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. The Easement rights include the perpetual right to enter upon Lot 1 within the Storm Water Drainage Easement areas to re-construct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion of drainage ditches or storm sewer pipes for the purpose of conveying storm water across, and through and under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water drainage system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water drainage system improvements, without compensation to the underlying land Owner.

The storm water drainage easements areas are exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Association on which such easements are located as will not interfere with the improvements, uses and purposes of the Village as it relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement areas as may be approved for the underlying Lot by the Village. In the event of any conflict between the rights of the underlying Lot Owner, the rights of the Village and the rights of the Association or other entities with respect to the storm water Easement areas, the Village's rights under these Easements shall be deemed to be superior.

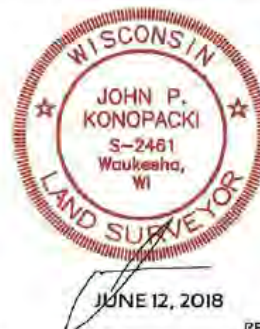
5. Nonexclusive easements coextensive with the areas shown as a Dedicated Public Storm Sewer, Access and Maintenance Easement on Lot 1 of this CSM is dedicated, given, granted and conveyed on this CSM to the Village for storm sewer purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. The storm sewer easement area is exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner of the Lot 1 on which such easements are located as will not interfere with the improvements, uses and purposes of the Village as it relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the underlying Lot Owner, the rights of the Village and the rights of other entities with respect to the storm sewer easement area, the Village's rights under this easement shall be deemed to be superior.

The easement rights include the Village's perpetual right to enter upon Lot 1 within the storm sewer easement areas at any time that the Village may see fit, to re-construct, maintain, use and repair the underground storm sewer mains and related appurtenances, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water across, through and under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm sewer system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm sewer system improvements.

6. A nonexclusive easement coextensive within the area shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and retained by the Village and the Lot Owners for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.

Prepared By:
PINNACLE ENGINEERING GROUP
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BROOKFIELD, WISCONSIN
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461



PEG JOB# 897.00
SHEET 10 OF 14

CERTIFIED SURVEY MAP NO. _____

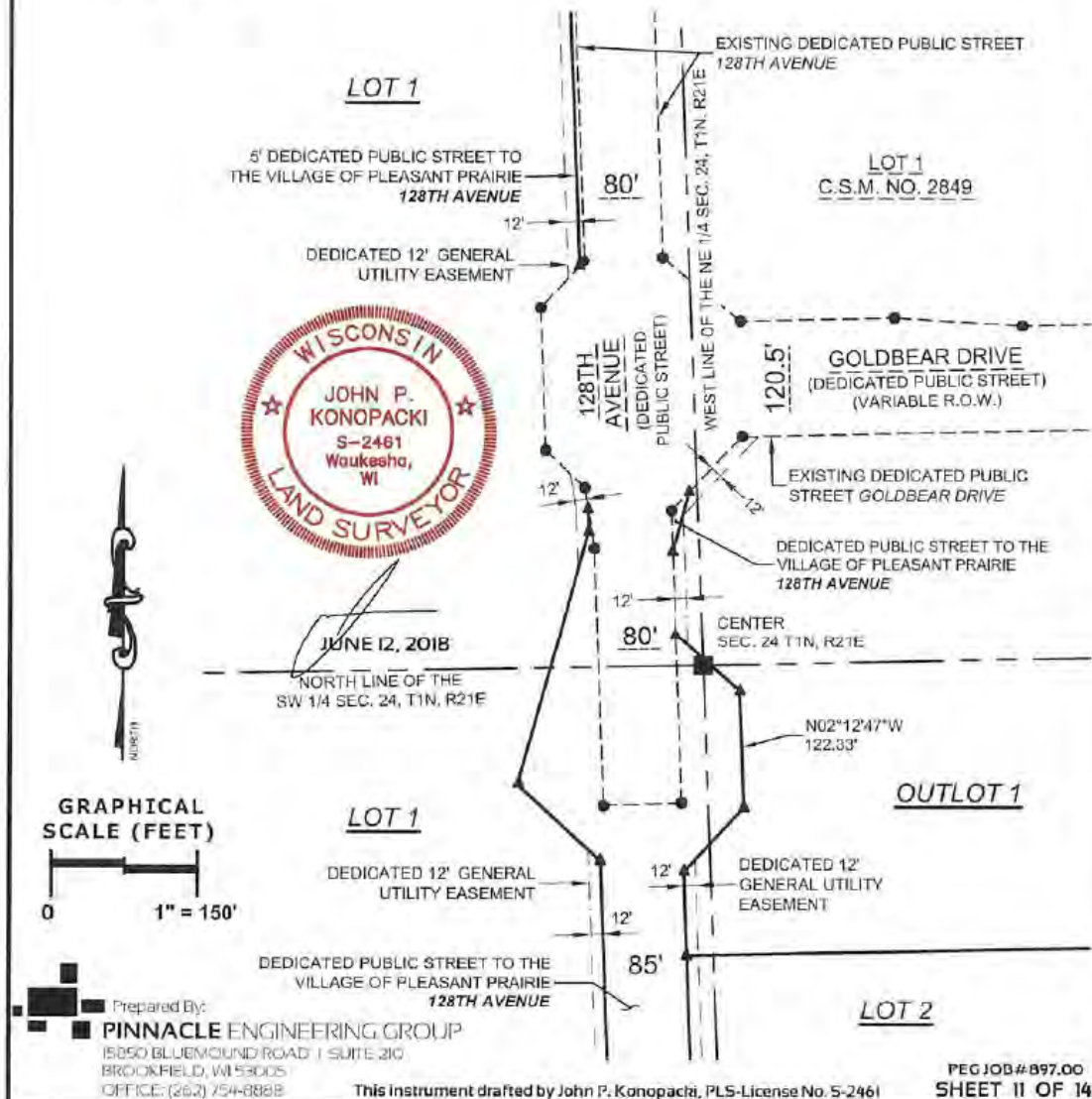
Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

DEDICATION AND EASEMENT PROVISIONS CONTINUED:

7. A nonexclusive easement coextensive within the area shown as a Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and retained by the Land Owner ("the Village") and the Lot Owners for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.

8. A nonexclusive easement coextensive with the area shown as a Dedicated 50' x 50' Vision Triangle Easement shown on this CSM is hereby dedicated, given, granted and retained by the Owner to the Village in order to maintain a clear sight line of vision at the County Trunk Highway (CTH) Q and 120th Avenue and CTH Q and 128th Avenue intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/or Kenosha County. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.

EASEMENT DETAIL



CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

RESTRICTIVE COVENANTS:

1. The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located within the right-of-way areas abutting the Lot Owner's property as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-way areas, which might damage the street trees or might interfere with the Village's rights, Kenosha County's rights or the WI DOT's rights to maintain the public street improvements, unless approved by the Village, Kenosha County and/or the WI DOT. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village, Kenosha County and/or the WI DOT. Such street tree planting and terrace area maintenance shall be performed regularly for the trees and terrace areas abutting the Owner's Lot, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree or street terrace related maintenance activities, the respective Lot Owners not having maintained the trees or terrace areas, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

2. The Village of Pleasant Prairie hereby covenants that the respective Lot or Outlot Owners shall have the obligation of protecting and preserving the wetland areas shown on their Lot on this CSM in those areas in which wetland fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees, invasive plant materials or species, and planting of wetland plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Army Corps of Engineers (ACOE). No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands, which may damage the wetland areas. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot Owners shall perform such wetland maintenance as may be needed, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such wetland related maintenance activities, the respective Lot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

3. The Village of Pleasant Prairie hereby covenants that the Lot or Outlot Owners shall have the obligation of protecting and preserving the 100-Year floodplain areas shown on their Lots on this CSM in those areas in which floodplain fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees or plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Federal Emergency Management Agency (FEMA). No filling or land disturbance of the floodplains shall be allowed unless approved by the Village, WI DNR and FEMA. No signage or fences shall be erected within the floodplain, which may cause flooding or redirection of the water off of the Lot. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot or Outlot Owners shall perform such floodplain maintenance as may be needed, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such floodplain related maintenance activities, the respective Lot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

4. The Village of Pleasant Prairie hereby covenants that the Dedicated Vision Triangle Easements shown on this CSM hereby places restrictions on the referenced Lots land because of the location of this Easements which was given, granted and conveyed by the Owner to maintain a clear sight line of vision at the CTH Q and 120th and 128th Avenue intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/or Kenosha County DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.



JUNE 12, 2018

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD, SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This Instrument drafted by John P. Konopacki, PL S-License No. S-2461

PEG JOB #897.00
SHEET 12 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redimension of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 2 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

RESTRICTIVE COVENANTS:

5. The Village of Pleasant Prairie hereby covenants that the Prairie Highlands Corporate Park Commercial Owners' Association Inc. ("referred to as the Association") shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area shown as Outlot 1 on this CSM in a functional, neat and nuisance free condition to handle storm water in the Corporate Park. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; weeding to prevent nuisance conditions and multi-use trail and signage related maintenance activities. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Outlot 1 area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Association, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Outlot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage, retention basin, multi-use trail or signage related maintenance activities on the Outlot 1 property, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Association as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

6. The Village of Pleasant Prairie hereby covenants that the Association shall have the obligation of maintaining the Dedicated Storm Water Drainage, Access and Maintenance Easement area shown on Lot 1 of this CSM in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and/or catch basin structures; mowing; and weeding to prevent nuisance conditions. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Lot 1 storm water drainage easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the Lot 1 land, shall be binding upon the Association, its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage related maintenance activities in the Easement on Lot 1, the Association or Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

7. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of maintaining the underground Dedicated Public Storm Sewer area shown on Lot 1 of this CSM in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, cleaning and televising; removing of trash, debris, leaves and brush as it impacts the storm sewer pipe; clearing, repairing and replacing catch basin structures. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Lot 1 Public Storm Sewer easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the Lot 1 land, shall be binding upon the Lot 1 Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such above ground mowing maintenance activities in the Easement on Lot 1, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S02°07'40"E	338.74'
L2	N87°52'20"E	155.59'
L3	S02°07'40"E	136.00'
L4	N87°52'20"E	55.00'
L5	S02°16'15"E	236.50'
L6	N01°00'47"W	110.08'
L7	S01°00'47"E	110.08'
L8	S88°54'49"W	53.00'
L9	S01°05'11"E	90.00'
L10	N88°54'49"E	73.00'

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD, SUITE 210
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OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB # 897.00
SHEET 13 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

OWNER'S CERTIFICATE

We, the Village of Pleasant Prairie, a municipal body corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Pleasant Prairie.

The Village of Pleasant Prairie does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Pleasant Prairie

IN WITNESS WHEREOF, Village of Pleasant Prairie, has caused these presents to be signed by _____ and _____ as the _____ and _____ Village of Pleasant Prairie on this _____ day of _____, 2018.

(Witness)

By: _____
Nathan R. Thiel
Village Administrator

(Witness)

By: _____
Jane C. Snell
Village Clerk

STATE OF WISCONSIN) SS
KENOSHA COUNTY) SS

Personally came before me this _____ day of _____, 2018, (name) _____, (title) _____, and (name) _____, (title) _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Village Interim Administrator and Village Clerk of the Village of Pleasant Prairie, and acknowledged that they executed the foregoing instrument as such members as the deed of said corporation, by its authority.

Notary Public

Name: _____

State of Wisconsin _____

My Commission Expires: _____

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2018.

Michael J. Serpe, Village Plan Commission Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2018.

John P. Steinbrink, Village President

Jane C. Snell, Village Clerk



JUNE 12, 2018

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD, SUITE 210
BROOKFIELD, WI 53006
OFFICE: (262) 754-8868

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 14 OF 14

EXHIBIT B

CONCEPTUAL SITE PLAN

EXHIBIT C

FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT

[See attached]

MEMORANDUM OF DEVELOPMENT
AGREEMENT

Document Number

Document Title

MEMORANDUM OF DEVELOPMENT
AGREEMENT BETWEEN THE VILLAGE
OF PLEASANT PRAIRIE AND AURORA
HEALTH CARE, INC.

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made by the **Village of Pleasant Prairie**, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 and **Aurora Health Care, Inc.**, a Wisconsin corporation (the "Developer"), with a business address of 750 West Virginia Street, Milwaukee, Wisconsin 53204 for the purposes set forth in the Development Agreement dated _____, 2018 between the **Village of Pleasant Prairie** and the Developer ("Development Agreement") on file with the Village.

Recording Area

Name and Return Address

Village Of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

WITNESSETH:

Parcel Identification Number (PIN)

1. The Developer and the Village have entered into the Development Agreement regarding the development of the site and buildings on certain real property located within the Village, the legal description which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Property"). A copy of the Development Agreement which details certain required construction activities, responsibilities and obligations of all parties for the development of the Property is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved construction plans, profiles and specifications relating to such construction, all of which are a part of or provided for in the Development Agreement.

2. The Development Agreement has provided, among other things, the following:

a. The Developer has undertaken various obligations under the Development Agreement including, but not limited to, performing the Developer Work (as such term is defined in the Development Agreement) as required by the Development Agreement.

b. The Developer has made various representations, warranties and indemnities in the Development Agreement.

c. The Developer has agreed to construct certain improvements and the Developer Work on the Property with the values and within the timelines provided in the Development Agreement.

d. The Development Agreement includes a provision requesting payments in lieu of taxes in the event any portion of the Property is exempt from the payment of ad valorem taxes and a requirement that the assessed value of any portion of the Property be determined using the same method used for like properties and under no circumstances shall a vacant property method be used to determine such tax assessed value.

3. The Development Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer, and their respective successors and assigns as to the Development Agreement.

4. The Development Agreement runs with the land and is enforceable against Developer and its successors and assigns, including, but not limited to, successor owners of the Property.

5. This Memorandum is intended for notice purposes only and is not a complete summary of the Development Agreement. The provisions of this Memorandum shall not be used in interpreting the Development Agreement. In the event of any conflict between this Memorandum and the Development Agreement, the Development Agreement shall control.

IN WITNESS WHEREOF, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this ____ day of _____, 2018.

[SIGNATURES CONTINUED ON NEXT PAGES]

VILLAGE OF PLEASANT PRAIRIE, a
Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

ATTEST:

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA) ss.

This Memorandum was acknowledged before me this ____ day of _____,
2018 by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, of the
Village of Pleasant Prairie.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

AURORA HEALTH CARE, INC.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2018 the above-named _____, the _____ of Aurora Health Care, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid limited liability company.

Notary Public,
_____ County, _____
Commission: _____

This Memorandum Agreement Drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A
LEGAL DESCRIPTION

- B. Consider approval of the **First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park.**

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park** as presented at the June 18, 2018 meeting subject to recording the document at the Kenosha County Register of Deeds Office.

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
PRAIRIE HIGHLANDS CORPORATE PARK

Document Number

Document Title

**THIS FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PRAIRIE
HIGHLANDS CORPORATE PARK** (this “Amendment”)
is made as of _____, 2018 (the “Effective Date”),
by the **VILLAGE OF PLEASANT PRAIRIE**, a municipal
corporation (“Declarant”).

RECITALS

A. Declarant and Haribo of America Manufacturing, LLC recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park dated May 14, 2018 and recorded with the Kenosha County Register of Deeds on May 30, 2018 as Document #1820147 (the “Declaration”) to impose upon the Property (as defined in the Declaration) certain covenants, conditions and restrictions and to create easements to establish a general plan for the improvement, development and use of the Property for manufacturing, limited warehousing, retail, services, research and development and office purposes.

B. Aurora is the purchaser and intends to become the owner, contemporaneous with the execution of this Amendment, of that portion of the Property more particularly described on Exhibit A attached hereto (the “Large Health Care Parcel”) and has requested certain modifications to the Declaration that Declarant has agreed to make as provided in this Amendment.

C. Declarant has the sole right to and hereby amends the Declaration during the Period of Declarant Control as provided in Section 13.2 of the Declaration.

NOW THEREFORE, subject to all of the provisions of the Declaration and this Amendment, Declarant hereby declares that the Large Health Care Parcel shall be held, conveyed, subdivided, platted, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to all of the following covenants, conditions, restrictions and easements in the Declaration, as amended by this Amendment:

1. The following sentence shall be added at the end of Section 1.25 of the Declaration: “The provisions of the attached Exhibit J shall supersede and replace provisions of the Declaration regarding the Large Health Care Parcel to the extent set forth on such Exhibit J.”

Recording Area

Name and Return Address

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Ave., Suite 2350
Milwaukee, WI 53202

91-4-121-244-0407, 91-4-121-241-0601,
91-4-121-244-0602, 91-4-121-241-0701
91-4-121-242-0702

Parcel Identification Number (PIN)

2. Exhibits. Section 17.8 of the Declaration is amended to add a new Exhibit J “Large Health Care Parcel Provisions” which is attached hereto to this Amendment.

[signatures on following page]

DATED as of the day, month and year first above written.

VILLAGE OF PLEASANT PRAIRIE,
a Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

This instrument was drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Ave., Suite 2350
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF LARGE HEALTH CARE PARCEL

Being a part of Lot 1 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, located in part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 24; thence South 88°50'59" West along the north line of said 1/4 Section 353.39 feet to the west right of way line of 120th Avenue; Thence the following courses along said west right of way line of 120th Avenue: Continuing South 88°50'59" West, 15.02 feet; South 02°16'15" East, 19.87 feet to a point of curvature; Southwesterly 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 23°11'47" West, 253.32 feet; North 55°27'09" West, 20.00 feet to a point on a curve; Southwesterly 258.00 feet along the arc of said curve to the right, whose radius is 623.50 feet and whose chord bears South 46°24'08" West, 256.16 feet; South 31°44'38" East, 20.00 feet to a point on a curve; Southwesterly 168.75 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 65°46'08" West, 168.27 feet to a point of reverse curve; Southwesterly 578.98 feet along the arc of said curve to the left, whose radius is 806.50 feet and whose chord bears South 52°42'56" West, 566.63 feet to the Point of Beginning;

Continuing Southwesterly 467.83 feet along the arc of said curve to the left, whose radius is 806.50 feet and whose chord bears South 15°31'53" West, 461.30 feet to a point of tangency; South 01°05'11" East, 530.24 feet to a point on a curve; thence southwesterly 73.83 feet along the arc of said curve to the right, whose radius is 47.00 feet and whose chord bears South 43°54'49" West, 66.47 feet to a point of tangency; thence South 88°54'49" West, 53.00 feet; thence South 01°05'11" East, 90.00 feet; thence North 88°54'49" East, 73.00 feet to a point of curvature; thence southeasterly 42.41 feet along the arc of said curve to the right, whose radius is 27.00 feet and whose chord bears South 46°05'11" East, 38.18 feet to west right of way line of 120th Avenue; thence South 01°05'11" East along said west right of way line, 500.43 feet; thence South 43°54'23" West along said west right of way line, 65.33 feet to the north right of way line of 104th Street - County Trunk Highway "Q"; thence South 88°59'29" West along said north right of way line, 1136.77 feet; thence South 88°59'13" West along said north right of way line, 106.09 feet; thence North 01°00'47" West, 110.08 feet to a point of curvature; thence Northeasterly 200.52 feet along the arc of a curve to the right, whose radius is 729.50 feet and whose chord bears North 06°51'41" East, 199.88 feet to a point of reverse curve; thence Northeasterly 275.19 feet along the arc of said curve to the left, whose radius is 935.00 feet and whose chord bears North 06°18'14" East, 274.20 feet to a point of tangency; thence North 02°07'40" West, 1679.22 feet; thence North 88°50'59" East, 1115.00 feet; thence South 01°09'01" East, 350.00 feet; thence South 57°51'02" East, 326.46 feet to the Point of Beginning.

EXHIBIT J

LARGE HEALTH CARE PARCEL PROVISIONS

Notwithstanding any provision set forth in the Declaration to the contrary, for so long as Aurora owns the Large Health Care Parcel, the following provisions shall supersede and replace any inconsistent provisions in the Declaration, to the extent provided below, regarding the development and construction of and operations upon the Large Health Care Parcel:

1. Notwithstanding Article VI or Article XV of the Declaration, or any other provision of the Declaration, neither the Declarant, nor the Board, nor the Association, nor the Architectural Committee shall have any right to grant any easement or multi-use path, trail or like encumbrance upon or over the Large Health Care Parcel without Aurora's written consent.
2. With respect to the last paragraph of Section 7.1.4.6 of the Declaration, in the event of a decision by the Architectural Committee regarding the Large Health Care Parcel, Aurora shall have the right to appeal such decision to the Board, whether or not Declarant is appointing the members of the Architectural Committee and the basis for any appeal by Aurora of the Board's decision shall not be limited to only whether the Board's decision was within its authority.
3. Sections 7.3.2 and 7.3.3 of the Declaration shall be modified to the extent of the Village's or Aurora's obligations to perform work in connection with the initial construction upon the Large Health Care Parcel as provided in the initial Development Agreement between the Village and Aurora for such construction.
4. Sections 7.1.6, 7.1.7, 14.7.1 and 14.7.2 of the Declaration shall not apply to construction upon the Large Health Care Parcel. Deadlines for the commencement and completion of construction upon the Large Health Care Parcel and maintenance of the undeveloped Large Health Care Parcel shall be dictated by the initial Development Agreement between the Village and Aurora for the initial construction upon the Large Health Care Parcel and shall be dictated by future development agreements or Village approvals for Improvements subsequent to Aurora's initial construction upon the Large Health Care Parcel.
5. Section 7.4.4 of the Declaration shall not apply to the Large Health Care Parcel.
6. Notwithstanding Section 8.15.3 of the Declaration, an application for rezoning, variance or use permits for the Large Health Care Parcel may be filed contemporaneously for approval with the Village and for approval under the Declaration.
7. The modifications and exceptions set forth in Section 420-139 of the Village Zoning Code as may be amended or revoked in the future are incorporated into the Declaration by reference.
8. In Section 9.9 of the Declaration, the period of discontinuation of "one hundred eighty (180) days" shall be deleted and replaced with "twelve (12) continuous months" when applied to the Large Health Care Parcel.

9. No Assessments will be levied against the Large Health Care Parcel pursuant to Article X of the Declaration to pay for the initial construction of any: (i) public or private road, (ii) storm water detention or drainage, (iii) other utility installations or (iv) site grading within Prairie Highlands; provided that the foregoing will not prohibit Assessments for the construction of new or additional facilities located in Common Areas after the initial construction of such facilities or the maintenance of initial or subsequently constructed facilities in the Common Areas.

10. In the event that Declarant excludes or deletes portions of the Property from the Declaration as provided in Section 2.3 of the Declaration, the Restricted Uses for the benefit of Aurora set forth on Exhibit H to the Declaration and the Exclusive Use(s) for the benefit of the Large Health Care Parcel set forth on Exhibit I to the Declaration shall not be released from such excluded or deleted portion of the Property without Aurora's written consent.

11. Notwithstanding anything to the contrary in Section 13.2 of the Declaration, during the Period of Declarant Control, no amendment to the Declaration shall be made which modifies any provision of this Exhibit J, including but not limited to, the Exclusive Use and Restricted Uses for the benefit of Aurora set forth in Exhibit H and Exhibit I to the Declaration, without the written consent of Aurora.