



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

AGENDA
SPECIAL MEETING OF THE VILLAGE BOARD
VILLAGE OF SUSSEX
TUESDAY, JULY 12, 2016
IMMEDIATELY FOLLOWING THE 6:00 P.M. PUBLIC WORKS COMMITTEE
SUSSEX VILLAGE HALL – LOWER LEVEL

1. Roll call.
2. Comments from citizens present and correspondence/communications received from citizens.
3. Consideration and possible action on contracts for phone and internet service for civic campus building.
4. Consideration and possible action on Developer's Agreement for Sussex IM (South) project.
5. Other discussion for future agenda topics.
6. Adjournment.

Greg Goetz
Village President

Melissa Weiss
Asst. Village Administrator

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Jeremy Smith at 246-5200.



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MEMORANDUM

To: Finance Committee and Village Board

From: Casey Griffiths, Administrative Services Director

Re: Internet and Phone Services for Civic Campus

Date: July 8, 2016

With the move to the Civic Campus building staff has reviewed the need for upgraded internet service. This is to allow for an excess number of users expected in the building as well as having more reliable and faster internet service. The contract presented to you includes 100 M fiber service to the Civic Campus for a monthly fee of \$1,110. In addition to new internet service, staff also discovered an opportunity to review phone service. The proposed new contract will include Primary Rate Interface (PRI) phone service with Time Warner Cable at \$330 per month. The total monthly fees for internet and cable will be \$1,458.

The Village is currently paying approximately \$618 for phone service through ATT at the Community Center and Village Hall. This figure is approximate as ATT bills can fluctuate from month to month due to long distance charges. For internet service the Village currently pays roughly \$450 per month at Village Hall and the Community Center. The current total expense for phone and internet is \$1061, thus the contract before you represents an increase of \$397 per month for these services.

The increase in cost is related to the need to upgrade the Village's internet service to the new building. Fiber internet provides faster speeds than the traditional broadband internet that the Village Hall and Community Center currently have. This allows for faster downloading and uploading of data and documents. Fiber internet is also more reliable than traditional broadband as is phone service that is run via fiber cable. As the world becomes increasingly digital, the need for fast and reliable internet service is extremely important.

Staff continues to work with Time Warner Cable to have existing broadband speeds increased with a reduction in current pricing for service at the Public Safety Building, Wastewater Treatment Facility and Public Works Garage. This reduction in cost for the current buildings will hopefully further offset the increase in internet and phone costs to the Civic Campus. Staff plans to present updated contracts for these buildings at the August meeting.

Please see the enclosed proposed service agreement and order for more information.



**Business Class Customer Service Order
Business Class PRI/SIP Services Detail- Attachment B**

Customer Name: **Village of Sussex**

Additional Required Information for PRI/SIP

PRI Channels (23, 16,12 or 8) --> or # of SIP paths(i.e SIP 6 paths)	23
Qty of DIDs (Ported / Native) -->	0/100
MOU Pkg (# of minutes) -->	5000
PRI/SIP over FIBER or DOCSIS? -->	Fiber

Caller ID (15 Char Max - Alpha only)	Trunk Inbound Call Blocking -->	CTP
VillageofSussex	Trunk Outbound Call Blocking -->	900INT

Inbound Call Block*: (COL) Collect, (TP) Third Party, (CTP) Collect and Third Party

Outbound Call Block*: (900) 900 Numbers, (Int) International, (900INT) 900 and International

*Customer's election of call blocking can minimize potential exposure to fraud or unnecessary charges.

1 For BC PRI/SIP list the lead number of the PRI group and the associated E-911 Address on the first line below.

Telephone Number(s) / PRI Group Lead TN1	Service Location Street Address	Service Location City, State ZIP	E-911 Location (Floor/Suite) (If applicable)	CP	Additional or Foreign Listing? (Y/N)2
If customer is porting more than 20 #'s, you may submit a list using the "PRI-SIP-PORT LIST" tab. Put "Please see attached list of TNs" on first line below.					
262 246-1448	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5204	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5205	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5208	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5210	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5211	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5212	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5213	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5215	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5217	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5218	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5221	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5222	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5224	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5225	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5226	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5227	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5229	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5230	N64W23760 Main St	Sussex, WI 53089	Front	No	No
262 246-5231	N64W23760 Main St	Sussex, WI 53089	Front	No	No
Toll Free Service		DIRECTORY LISTING Information			
Toll Free Number:	Ring to Number:	Listed Phone #	Yellow Page Category		
		*****	< if customer does not require a listing, please indicate that here->		

Notes:

POC: Diane Boeck 414 736-0981 dianceboeck@prodigy.net Please contact Diane for all correspondance and tech visits. Please make all 99 native DID's consecutive

AGREEMENT

THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT IS SUBJECT TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT TERMS AND CONDITIONS AVAILABLE AT http://www.twcbc.com/corporate/service_agreement.html, A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. BY EXECUTING THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Customer Signature:

Authorized Time Warner Cable Signature:

Printed Name:

Printed Name:

Title:

Title:

Date Signed:

Date Signed:



Business Class Customer Service Order
Business Class PRI Services Detail- Attachment B

Customer Name: Village of Sussex

PORTED Telephone # list

***** Use this page only if total TNs to be ported is over 20. *****

1 For BC PRI list the lead number of the PRI group and the associated E-911 Address on the first line below.

Qty	Telephone Number(s) / PRI Group Lead TN1	Service Location Street Address	Service Location City, State ZIP	E-911 Location (Floor/Suite) (If applicable)	CP	Additional or Foreign Listing? (Y/N)2
21	262-246-5235	N64W23760 Main St	Sussex, WI 53089	Front	No	No
22	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
23	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
24	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
25	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
26	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
27	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
28	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
29	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
30	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
31	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
32	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
33	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
34	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
35	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
36	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
37	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
38	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
39	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
40	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
41	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
42	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
43	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
44	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
45	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
46	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
47	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
48	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
49	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
50	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
51	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
52	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
53	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
54	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
55	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
56	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
57	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
58	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
59	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
60	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
61	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
62	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
63	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
64	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
65	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
66	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
67	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
68	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
69	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
70	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No



Business Class Customer Service Order
Business Class PRI Services Detail- Attachment B

Customer Name: Village of Sussex

PORTED Telephone # list

******* Use this page only if total TNs to be ported is over 20. *******

1 For BC PRI list the lead number of the PRI group and the associated E-911 Address on the first line below.

Qty	Telephone Number(s) / PRI Group Lead TN1	Service Location Street Address	Service Location City, State ZIP	E-911 Location (Floor/Suite) (If applicable)	CP	Additional or Foreign Listing? (Y/N)2
71	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
72	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
73	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
74	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
75	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
76	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
77	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
78	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
79	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
80	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
81	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
82	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
83	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
84	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
85	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
86	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
87	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
88	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
89	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
90	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
91	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
92	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
93	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
94	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
95	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
96	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
97	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
98	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
99	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
100	Native	N64W23760 Main St	Sussex, WI 53089	Front	No	No
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Business Class Phone & Business Class Trunk Service

Notice and Acknowledgement Regarding E911

Customer understands and acknowledges that the Time Warner Cable Business Class Phone & Business Class Trunk (SIP or PRI) voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("E911") services may not be available.

The Time Warner Cable Business Class Services Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new service address. Customer understands and acknowledges that if this equipment is moved to another location, E911 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Time Warner Cable Business Class Service Order will be provided to emergency operators for emergency calls made from the telephone numbers associated with this Service Order. To move your service to another location, you must call Time Warner Cable.

Customer agrees to specifically advise every end user of the Time Warner Cable Business Class Phone or Trunk service, prominently and using the language provided above, of the circumstances under which E911 service may not be available through Time Warner Cable Business Class Phone or Trunk service and to distribute Safety Stickers, to be supplied by Time Warner Cable, to all end users of the Time Warner Cable Business Class Phone or Trunk service and instruct each end user to place a Safety Sticker on or near any telephone or other equipment used in conjunction with the service.

Customer must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Business Class Phone or Trunk service is installed.

By signing my name below, I acknowledge that I have read and understand this E911 Notice and Agreement and agree to the obligations described above.

(Authorized Customer Signature)

(Date Signed)



Business Class Phone Customer Service Record Query Authorization

Customer consents to Time Warner Cable's access to and use of information regarding the Customer's local, long distance and international communications services, customer service reports, and credit and billing history, with respect to the billing telephone number(s) and all the associated working telephone numbers listed below and on the attached additional pages, if any for the purpose of calculating pricing plans and proposals. This document does not constitute authorization for Time Warner Cable to provide service to the customer. Customer appoints Time Warner Cable to act as its agent to the extent necessary to acquire the information described herein from the entities indicated below:

Local Exchange Carrier Inter-LATA Toll Carriers Intra-LATA Toll Carriers

Customer Information

Account Name: Village of Sussex Account Number: Federal Tax ID Number:

Contact: Casey Griffiths

Billing Info

Billing Address: N64W23760 Main St
City: Sussex State: WI ZIP: 53089

Service Address Info

Service Address: N64W23760 Main St
City: Sussex State: WI ZIP: 53089

Account Executive Info

Account Executive: Kirk Whitney Phone: 513 967-3946 Fax: 866 386-5121

Current Carrier Info

Current LEC: AT&T Current IXC:

Telephone Number Information

Note - Ported TNs listed below must match the Ported TNs on the BCP and/or PRI Services Detail Page

Phone Line Type	Ported Telephone Number
BTN	262 246-1448
WTN	262 246-5204-05
WTN	262 246-5208
WTN	262 246-5210-13
WTN	262 246-5215
WTN	262 246-5217-18
WTN	262 246-5221-22
WTN	262 246-5224-27
WTN	262 246-5229-31
WTN	262 246-5235

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING

(Customer Name)

(Authorized Customer Signature)

(Printed Name)

(Date Signed)

(Title)

Dedicated Ethernet Access Services (Fiber & Ethernet over DOCSIS)

Customer / Company NAME

Check Service Ordered Below:

DIA EPL (pt-2-pt) EVPL (pt-2-mpt) E-LAN (mpt-2-mpt) PRI ISDN Service EoDOCSIS

Configuration Require /30 IP To Be Assigned to WAN Interface of Customer Router

of IP Addresses Requested

/30=1 29=5 /28=13 /27=29 /26=61 /25=125 /24=253 Other

Note: If BGP Required Please engage TWC Sales Engineer

PRI ISDN Service Configuration & Equipment Information

Phone Vendor Name: Tel: E-mail:

PRI ISDN Configuration PBX/Phone System Model Software Version
 Switch Type / CO Emulation
 NI2 SESS DMS100 Other
 Verify Channels Required: 23 16 12 8 # of Digits Sent by Carrier: 3 4 7 10

Clock Source: Voice Gateway/TWC Switch PBX? # Spare PRI Ports
 Footage from PBX to TWC NID: TWC Equipment Mounting: Rackmount Wallmount Existing Number of PRIs?
 Recommended Type of Cut-Over: Hot Cut Migration New None Backup Power Source: UPS Generator None

Primary Site Address

CPE UNI Handoff Type

Copper Optical MMF Optical SMF

Customer Site Demarcation Information

Wall Mounting Drywall Plywood Dedicated Power? AC DC Rack Space? Yes No Backup Power? Yes No

Building Contact Info

Phone Vendor Name: Tel: E-mail:

Technical Contact (Main or Site Based)

Building Contact Name: Tel: E-mail:

Demarc Information:

Z Location Address (If Applicable)

CPE UNI Handoff Type

Copper Optical MMF Optical SMF

Customer Site Demarcation Information

Wall Mounting Drywall Plywood Dedicated Power? AC DC Rack Space? Yes No Backup Power? Yes No

Building Contact Info

Phone Vendor Name: Tel: E-mail:

Technical Contact (Main or Site Based)

Technical Contact Name: Tel: E-mail:

Demarc Information:

**Attachment C
Metro Ethernet Solutions/Dedicated Access Service**

DEDICATED INTERNET ACCESS SERVICES							
Product/Service	Bandwidth (Mbps)	Location Address	City	State	Zip	Monthly Recurring Fees	Install NRC
DIA	100M	N64W23760 Main St	Sussex	WI	53089	\$1,110.00	\$500.00
TOTAL						\$1,110.00	\$500.00

POINT TO POINT ETHERNET SERVICES							
Location Description	Bandwidth (Mbps)	Location Address	City	State	Zip	Monthly Recurring Fees	Install NRC
A - LOCATION							
Z- LOCATION							
TOTAL						\$0.00	\$0.00

POINT TO MULTI-POINT ETHERNET SERVICES							
Location Description	Bandwidth (Mbps)	Location Address	City	State	Zip	Monthly Recurring Fees	Install NRC
AGGREGATION SITE							
REMOTE CIRCUIT SITE							
REMOTE CIRCUIT SITE							
REMOTE CIRCUIT SITE							
REMOTE CIRCUIT SITE							
TOTAL						\$0.00	\$0.00

Additional Terms

POC: Diane Boeck 414 736-0981 dianceboeck@prodigy.net Please contact for all correspondence and tech visits.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and condition outlined in this document..

Authorized Signature for Customer

Printed Name and Title

Date Signed

Authorized Signature for Time Warner Cable

Printed Name and Title

Date Signed

**DEVELOPER'S AGREEMENT FOR
SUSSEX IM
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN**

THIS AGREEMENT made this _____ day of _____, 2016, between Sussex IM Real Estate LLC, a Wisconsin Limited Liability Company, with offices at N65W24770 Main Street Sussex, Wisconsin, 53089, hereinafter called "DEVELOPER", and the VILLAGE of Sussex in the County of Waukesha and the State of Wisconsin, hereinafter called the "VILLAGE".

RECITALS:

WHEREAS, the DEVELOPER owns land for development in the VILLAGE, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to develop a manufacturing and office building with parking lot in two phases. Phase 1 will consist of a 87,500 square foot building and Phase 2 will consist of an addition of a 71,000 square foot building, as illustrated on the Site Plan and set forth as **EXHIBIT B**, attached hereto and incorporated herein, hereinafter called "DEVELOPMENT" by use of the standard regulations as set forth in Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned BP-1, Business Park District, which allows the above-described DEVELOPMENT; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT LANDS for paths, sidewalks, sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the VILLAGE Plan Commission and VILLAGE Board, conditions of certain agencies and individuals in the County, all VILLAGE ordinances and all laws and regulations governing said development; and

WHEREAS, the DEVELOPER will soon be seeking from the Plan Commission and VILLAGE Board of the VILLAGE approval of a Certified Survey Map setting forth the lands to be part of the DEVELOPMENT, along with various easements, restrictions, and conditions of said approval, attached hereto and incorporated herein, hereinafter called "CSM" as **EXHIBIT C**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said development:

SECTION I. IMPROVEMENTS

DEVELOPER shall, at DEVELOPER's sole cost and expense, develop the SUBJECT LANDS and construct the Improvements in accordance with the approved Plans and Specifications incorporated herein as follows:

A. Roadway and Path Improvements:

DEVELOPER shall, at its sole cost and expense, complete, or cause the completion of, the grading, construction, and surfacing of any necessary improvements to Lisbon Road/CTH K as necessitated by any traffic study, State, County, and or the VILLAGE including curbs and gutters, and perform and complete work and improvements, all as shown on and in accordance with approved plans and specifications and subject to the following:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street and sidewalk plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof provided to the VILLAGE Engineer evidencing review and approval of said plans.

2. The Development includes roadway improvements in the County Highway System and DEVELOPER shall receive all necessary final approval for the same and complete said improvements as detailed in **EXHIBIT D**, "County Roadway

Improvement Plans” per the permit from the County. DEVELOPER shall comply with all County conditions of approval and rules for working on and completing the roadway improvements.

3. The DEVELOPER shall construct a ten foot wide paved path to the specifications of the VILLAGE for a route extending from the southwestern property boundary north to the edge of the delineated wetland. Easement for the path is noted on the CSM.

4. DEVELOPER shall install all planned improvements in accordance with the approved plan of said DEVELOPMENT and the plans and specifications on file in the VILLAGE Clerk's office.

5. The date for completion of these improvements shall be determined between the parties, but in no case shall be later than November 15, 2016, or as extended by the VILLAGE Board.

6. DEVELOPER shall furnish "as-built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Said "as-builts" shall be on reproducible Mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

7. Contractors working on the development are required to clean up all mud, dirt, stone or debris on the streets, sidewalks, and paths no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and Final Acceptance is granted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, sidewalk, and path, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER shall clean up the streets, sidewalk, and path within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's expense, at the option of the VILLAGE.

B. SANITARY SEWER:

DEVELOPER shall, at its sole cost and expense, complete, or cause the completion of, the grading, construction, and provision of any necessary improvements to the sanitary sewer system to serve the DEVELOPMENT as required by the VILLAGE

all as shown on and in accordance with approved plans and specifications and subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.
3. DEVELOPER shall furnish "as-built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications that must be approved by the VILLAGE Engineer prior to the issuance of building permits. Said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations, if any.
4. The sanitary sewer system for the SUBJECT LANDS shall be televised and the DEVELOPER shall be responsible for the repair of any defects as determined by the VILLAGE Engineer, and to supply the video tape to the VILLAGE, and clean all sewer lines in accordance with accepted sanitary engineering standards prior to the acceptance of the improvements by the VILLAGE.

C. WATER:

DEVELOPER shall, at its sole cost and expense, complete, or cause the completion of, the grading, construction, and provision of any necessary improvements to the water system to serve the DEVELOPMENT as required by the VILLAGE all as shown on and in accordance with approved plans and specifications and subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water plans are in conformance with all Federal, State and VILLAGE of Sussex specifications, regulations, ordinances and guidelines.
2. To construct, furnish, install and provide a complete water for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the

VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Sussex ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE of Sussex and as approved by the VILLAGE Engineer.

3. DEVELOPER shall furnish "as-built" plans of the water system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications that must be approved by the VILLAGE Engineer prior to the issuance of occupancy permits. Said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations, hydrant valves and curb stops, if any.

4. Prior to Occupancy Permit the Hydrants shall be sandblasted and repainted at DEVELOPER's cost to address any damage done to the paint of the Hydrant by DEVELOPMENT.

5. Developer shall provide a hydrant easement and maintenance agreement for the subject property to ensure proper maintenance and access to the hydrant is maintained. Said easement and maintenance agreement shall be attached and incorporated herein as **Exhibit E**, hereinafter known as "Hydrant Easement and Maintenance Agreement".

D. SURFACE AND STORMWATER DRAINAGE:

DEVELOPER shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of adequate facilities for storm and surface water drainage in accordance with the plans and specifications subject to the following:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer and the Wisconsin Department of Natural Resources, if applicable, have reviewed and approved said plans.

2. Adequate facilities for surface and stormwater drainage shall be provided for the DEVELOPMENT with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and the

Wisconsin Department of Natural Resources, if applicable, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.

3. DEVELOPER agrees that the site grading and construction of surface and stormwater drainage facilities shall be completed before any occupancy permit may be granted.

4. To maintain roads free from mud and dirt from construction of the DEVELOPMENT.

5. DEVELOPER, as owner, upon transfer of ownership, his heirs, successors and assigns running with the SUBJECT LANDS shall be responsible for the maintenance, operation, and replacement of all storm/surface water facilities (including detention and retention facilities and appurtenant equipment) as set forth in the VILLAGE approved Stormwater Management Practices Maintenance Agreement attached hereto as **EXHIBIT F**. This includes, but is not limited to, the responsibility for, on a routine and emergency basis, as needed, conducting all dredging and/or cleaning of the storm/surface water facilities and equipment to assure that they perform in accordance with the approved plans and specifications. Developer shall have the Storm water Practices Maintenance Agreement recorded in the form of a deed restriction in a form approved by the Village Attorney on the property prior to the issuance of any building permit.

6. DEVELOPER shall clean all storm sewers, if any, prior to issuance of an occupancy permit.

7. The VILLAGE retains the right to require DEVELOPER to install additional surface and stormwater drainage measures if it is determined by the VILLAGE Engineer within the first year after the surface and stormwater drainage plan as designed and/or constructed in the DEVELOPMENT on the SUBJECT LANDS have been established with occupancy permits does not provide reasonable stormwater drainage within the DEVELOPMENT and surrounding area.

8. To furnish "as-built" plans of the entire drainage system, including finished grades of infiltration retention and detention facilities pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of occupancy permits. Said "as built" plans shall be on reproducible Mylar and digital file, and shall include field locations of all drainage improvements and hydrant valves and curb stops, if any.

E. GRADING, EROSION AND SEDIMENT CONTROL:

DEVELOPER shall, at its sole cost and expense, grade, and maintain all required erosion and sediment control measures on the SUBJECT LANDS in accordance with the approved plans and specifications on file with the VILLAGE Clerk subject to the following:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and the Wisconsin Department of Natural Resources, and the Army Corps of Engineers, if applicable, have approved said plans.

2. DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, the Wisconsin Department of Natural Resources, and Army Corps of Engineers, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance.

F. LANDSCAPING AND SITE WORK:

DEVELOPER, as owner upon transfer of ownership, his heirs, successors and assigns running with the SUBJECT LANDS shall, at its sole cost and expense, grade, seed, and otherwise landscape the SUBJECT LANDS subject to the following:

1. DEVELOPER shall grade, seed and otherwise landscape the SUBJECT LANDS in accordance with the approved plans and specifications on file with the VILLAGE Clerk.

2. DEVELOPER shall provide and plant all trees/shrub plantings identified on the landscape and Tree preservation plans as set forth in **EXHIBIT G**. Said plans may be amended if approved by the VILLAGE upon request of the DEVELOPER.

3. DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage

ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

4. DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

5. Landscaping plan approval and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.

6. DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE staff prior to the issuance of building permits.

7. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.

H. STREET SIGNS AND TRAFFIC CONTROL SIGNS:

DEVELOPER shall, at its sole cost and expense install or cause the installation of all necessary street and traffic control signs on the SUBJECT LANDS subject to the following:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE or County for the DEVELOPMENT of the SUBJECT LANDS shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the VILLAGE, will be installed within five (5) working days of the placement of the first lift of asphalt.

I. ADDITIONAL IMPROVEMENTS:

DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and stormwater management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans as originally set forth by the DEVELOPER, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within the time

established by the VILLAGE under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

1. If there is any above ground utilities (private or public) on the subject property they shall be buried to the extent technically feasible per Village Ordinance at the sole cost of DEVELOPER.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I shall be completed by the DEVELOPER in total within twenty four (24) months of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the two-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER and OWNER shall, without charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER or OWNER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE Board. All improvements will be accepted by the VILLAGE Board by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER or OWNER will furnish proof to the VILLAGE, prior

to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. DEVELOPER shall guarantee after Final Acceptance, the public improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of two years from the date of Final Acceptance. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by

the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the VILLAGE Board incur costs and expenses in repairing or replacing any portion of the improvements covered by this guarantee in excess of the amount of the guarantee security, then the DEVELOPER shall pay any excess cost or expense incurred in the correction process within 30 days of date of invoice by Village.

D. Maintenance Prior to Acceptance.

1. All public improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE Board. This maintenance shall include routine maintenance. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid by DEVELOPER within thirty (30) days of invoice by the VILLAGE. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.
2. Street sweeping and dust suppression shall be done by the DEVELOPER on a regular basis as needed to ensure a reasonably clean and safe roadway until approved by the VILLAGE Administrator. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid by DEVELOPER within thirty (30) days of invoice by the VILLAGE.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Administrator, on any public improvements until accepted by the VILLAGE Board.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF CSM:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the CSM, it proceeds at its own risk as to whether or not the CSM will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the VILLAGE of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the CSM. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the VILLAGE Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the VILLAGE BOARD, the DEVELOPER shall file with the VILLAGE cash or a letter of credit (**EXHIBIT H**) setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement. If at anytime:

- A. DEVELOPER is in default of any aspect of this agreement, or
- B. DEVELOPER does not complete DEVELOPER's obligations, or cause the completion of DEVELOPER's obligations, concerning the installation of the improvements within the time period(s) set forth in this Agreement unless otherwise extended by this agreement or by action of the VILLAGE Board, or
- C. DEVELOPER is, at any time, in default of any obligation due under Section XIX of this Agreement, or
- D. DEVELOPER fails to receive all necessary approvals for, and record the CSM for the DEVELOPMENT with the Register of Deeds of Waukesha County on or before November 1, 2017,

Developer shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to restrict disbursement of financial incentives or portions thereof.

The amount of the financial guarantee may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining financial incentive is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the VILLAGE Administrator.

The VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every unit in the development payable with the next succeeding tax roll.

SECTION XI. OCCUPANCY PERMIT:

It is expressly understood and agreed that unless otherwise expressly agreed to in writing by the VILLAGE Administrator upon request by the DEVELOPER, no Occupancy permit shall be issued for any building unless otherwise authorized by the VILLAGE Administrator, until the VILLAGE Engineer has determined that:

- A. The installation of the public improvements serving the SUBJECT LANDS for which a building permit is requested has been completed and accepted by the VILLAGE Board.
- B. The site grading and construction of surface and stormwater drainage facilities required to serve such buildings are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the VILLAGE Engineer.
- E. DEVELOPER has paid in full all permit fees, outstanding assessments against the SUBJECT LANDS, and reimbursement of administrative costs as required by this agreement.
- F. DEVELOPER has prepared appropriate deed restrictions and or easements which are approved by the VILLAGE, filed with the VILLAGE Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.

H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the VILLAGE Engineer.

I. All public and private utilities have been installed in the SUBJECT LANDS, including (unless waived by the VILLAGE Administrator), the path, sidewalks, sanitary sewer system, and the water system.

J. DEVELOPER is not in default of any aspect of this agreement as determined by the VILLAGE Administrator.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF OCCUPANCY PERMIT:

The VILLAGE reserves the right to withhold issuance of an Occupancy Permit if DEVELOPER is in violation of this agreement.

SECTION XIII. MISCELLANEOUS REQUIREMENTS

DEVELOPER and/or OWNER shall:

A. EASEMENTS:

OWNER shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer before the CSM is signed and such easements shall be along lot lines if at all possible. In particular easements may be necessary for the sidewalk and or path, and stormwater, and private utilities.

B. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

D. STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT:

Execute and record said agreement. Said language, once approved shall be recorded at the Waukesha County Register of Deeds and attached herein as **EXHIBIT F**.

E. GRADES:

Prior to the issuance of a building permit the DEVELOPER or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the

building, and the building corner grades of the adjacent buildings where applicable, as existing and as proposed.

F. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

As provided in the VILLAGE Land Division Ordinance, the DEVELOPER, as owner, upon transfer of ownership, his heirs, successors and assigns running with the Subject Lands agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by the VILLAGE in the VILLAGE's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be in an amount established by the VILLAGE's Land Division Ordinance and including annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7) (b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.

The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

G. RESERVE CAPACITY ASSESSMENTS - WATER:

The DEVELOPER, as owner, upon transfer of ownership, his heirs, successors and assigns running with the Subject Lands agrees to pay a reserve capacity assessment as required in Section 22.23(2) (b) and other relevant sections of the VILLAGE Code, to be used for the costs of reserve capacity created by the VILLAGE in the VILLAGE's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be an amount established in the VILLAGE's Land Division Ordinance and is subject to annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7) (b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.

In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

H. UNDERGROUND UTILITIES:

Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

I. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

J. REMOVAL OF TOPSOIL:

DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer.

K. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the DEVELOPMENT involves a project of public works that is regulated by Wisconsin Statutes requiring Prevailing wage rates then: (1) DEVELOPER shall pay wage rates to its employees providing work on the DEVELOPMENT not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws, and (2) DEVELOPER shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) DEVELOPER shall fully comply with reporting obligations, and all other requirements of such laws; and (4) DEVELOPER shall ensure that the DEVELOPER's contractors also fully comply with such laws. DEVELOPER's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this Agreement. If at any time the DEVELOPER per this Agreement is obligated to make public improvements and is

subject to Wis. Stats 66.0903, the Village, if requested by the DEVELOPER, shall make inquiry of the Wisconsin Department of Workforce Development as to the prevailing hours and costs for labor.

L. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

M. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the VILLAGE Board. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within seventy-two (72) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER'S and/or subject property owner's expense.

N. DUTY TO CLEAN ROADWAYS:

DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within twenty four (24) hours after receiving a notice from the VILLAGE Engineer. If said mud, dirt and stone is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's expense. The VILLAGE will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

O. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

P. ZONING CODE:

DEVELOPER acknowledges that the lands to be developed are subject to the VILLAGE of Sussex Zoning Code.

Q. NO AGRICULTURE USE

The DEVELOPER shall not permit any open space or undeveloped lands within the SUBJECT LANDS to be used for any agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code.

SECTION XV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or Engineering and administrative overtime, if applicable) plus 60% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVI. METHOD OF IMPROVEMENT:

DEVELOPER hereby agrees to engage contractors for all work performed by the DEVELOPER under this agreement who are qualified to perform the work. DEVELOPER further agrees to use materials and make the various installations in accordance with the approved plans and specifications, which are made part of this agreement by reference and including those standard specifications as the VILLAGE Board or its Commissions may have adopted and published prior to this date.

SECTION XVII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors arising out of this agreement by any party or parties. DEVELOPER shall also name as additional insured on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this development and give the VILLAGE evidence of the same upon request by the VILLAGE. It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of DEVELOPER's responsibilities and liabilities pursuant to this Agreement or imposed by law.

SECTION XVIII. VILLAGE RESPONSIBILITY:

A. VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE of Sussex's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the VILLAGE.

SECTION XIX. INSURANCE:

DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XX. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXI. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXII. ZONING:

The VILLAGE does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIII. COMPLIANCE WITH CODES AND STATUTES:

DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXIV. CSM

DEVELOPER acknowledges that the SUBJECT LANDS are each subject to a conditional CSM approval by the VILLAGE. The DEVELOPER further agrees that it is bound by

these conditions. At such time as the CSM's are approved, if they are, the conditional CSM approvals shall be attached hereto and incorporated herein as **EXHIBIT C**. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXV. AGREEMENT FOR BENEFIT OF PURCHASERS:

DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any unit or any interest in any unit or parcel of land in the SUBJECT LANDS.

SECTION XXVI. ASSIGNMENT:

DEVELOPER and OWNER shall not assign this agreement without the written consent of the VILLAGE. If required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXVII. PARTIES BOUND:

DEVELOPER and OWNER or their assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development.

SECTION XXVIII. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, OWNER, their successors and assigns, and any and all future owners of the SUBJECT LANDS. This section allows for VILLAGE enforcement of the terms and conditions of this agreement against all such successors. This section does not, however, grant rights to such successors absent VILLAGE written consent, as described in Section XXVI.

SECTION XXIX. LEGAL RELATIONSHIP:

Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.

SECTION XXX. SURVIVAL:

All agreements, representations, or warranties made herein shall survive the execution of this Agreement, performance of this Agreement, and the making of the grants hereunder. This Agreement shall be binding upon the Parties their respective heirs, personal representatives, executors, or successors and assigns.

SECTION XXXI. OWNERSHIP OF SUBJECT LANDS:

DEVELOPER owns the SUBJECT LANDS as of the date of this Agreement and has full power and authority to execute this Agreement.

SECTION XXXII. PARAGRAPH HEADINGS:

The paragraph headings in this Agreement are inserted for convenience only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

SECTION XXXIII. INCORPORATION OF RECITALS:

The recitals to this Agreement are hereby incorporated by reference and made a part of Agreement, and are intended to affect the meaning and/or interpretation of this Agreement.

SECTION XXXIV. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION XXXV. INTERPRETATION:

This Agreement has been subject to significant drafting by both VILLAGE and DEVELOPER and this Agreement and its wording shall not be construed against the VILLAGE as the drafter of the language should a disagreement arise as to interpretation.

SECTION XXXVI. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement between the parties. In the event of a conflict between this Agreement and the VILLAGE Code of Ordinances or any other enabling code, law, or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of the VILLAGE Code of Ordinances in effect at the time of the acceptance by DEVELOPER shall be controlling. If this Agreement is silent with respect to any specific issue, the VILLAGE Code of Ordinances and any applicable Federal and State Statutes shall govern.

SECTION XXXVII. RECORDING OF AGREEMENT:

This Agreement, or a Memorandum thereof, shall be recorded with the Register of Deeds for Waukesha County.

SECTION XXXVIII. AMENDMENTS:

VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board. The VILLAGE shall not, however, consent to an amendment until after first having received a recommendation from the VILLAGE'S Plan Commission

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

Sussex IM Real Estate LLC

By: _____

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016, the above named _____, Authorized Signatory of Sussex IM Real Estate LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk-Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this ____ day of _____, 2016, the above-named Greg Goetz, VILLAGE President, and Casen J. Griffiths VILLAGE Clerk-Treasurer, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the ____ day of _____, 2016.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

VILLAGE Attorney