

**AMENDMENT TO COMMERCIAL PLANNED UNIT
DEVELOPMENT AGREEMENT BRIGHTON SQUARE (PRESIDENTS PLAZA)**

Parcel ID Number: 1353412

After recording return to:
City of Waukesha
Dept of Community Development
201 Delafield St Ste 200
Waukesha WI 53188

The **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the City, enters into this Commercial Planned Unit Development Agreement, referred to herein as the Agreement, with **Somerstone LLC**, referred to herein as the Developer, for development pursuant to planned-unit development overlay zoning on the real property described below, referred to herein as the Site. Together, the City and Developer are referred to herein as the Parties.

Legal Description: Attached as Exhibit A.

Whereas the Parties entered into a Commercial Planned Unit Development Agreement dated July 30, 1981

Whereas the Parties desire to modify and amend certain provisions of that agreement;

Now, therefore, in consideration of the mutual covenants contained in this Agreement, the City and Developer agree and contract as follows:

1. The property is zoned B-5 PUD Community Business with a Planned Unit Development Overlay District.
2. Removal of the portion of Section A, which states that the property shall not be used to allow small free standing building type uses such as fast food restaurants and filling stations.
3. Removal of the portion of Section B, which states that all buildings of the development shall have similar architectural treatment and exterior light fixtures.
4. Allow both vehicular entrances, located at S. East Avenue and at W Sunset Drive, to be access points for the general public in Section B.
5. Signage for the property may allow awning or wall mounted signs in Section B.
6. Ingress and Egress easement required between Lot 1 and Lot 2 of the new Certified Survey Map.
7. All terms and conditions of the original Commercial Planned Unit Development Agreement shall remain in full force and effect unless specifically modified herein.

Dated the _____ day of _____, 2025.

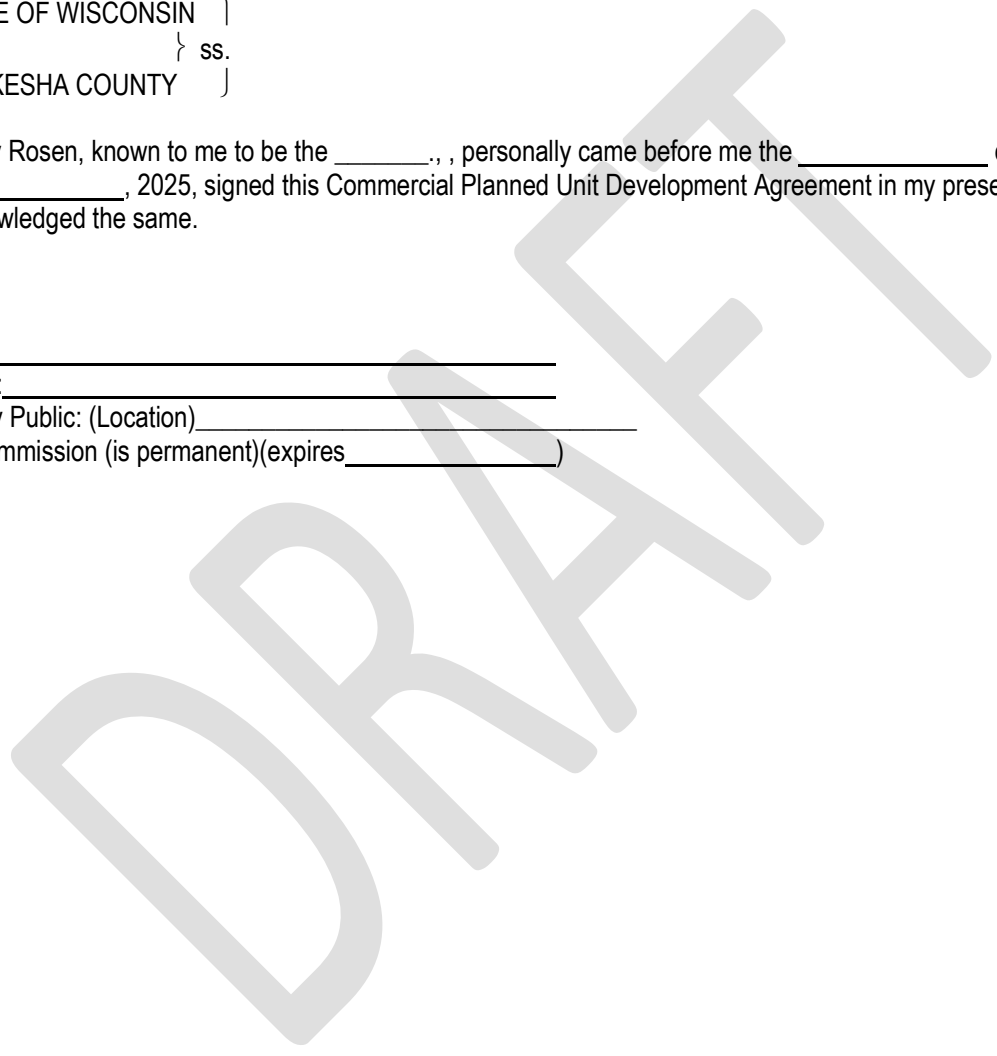
Developer:
By Somerstone, LLC

Jimmy Rosen , (title) _____

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

Jimmy Rosen, known to me to be the _____, , personally came before me the _____ day of _____
_____, 2025, signed this Commercial Planned Unit Development Agreement in my presence, and
acknowledged the same.

Name: _____
Notary Public: (Location) _____
My commission (is permanent)(expires _____)



City of Waukesha

By Shawn N. Reilly, Mayor

Attest: _____, City Clerk

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

Shawn N. Reilly and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Waukesha, personally came before me the _____ day of _____, 2015, signed this Commercial Planned Unit Development Agreement in my presence, and acknowledged the same.

Name: _____
Notary Public, Waukesha County, Wisconsin
My commission (is permanent)(expires _____)

This instrument was drafted by City of Waukesha Department of Community Development.

Exhibit A
Legal Description

All that part of the Northeast Quarter (NE ¼) of Section 15, Town 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northeast Quarter (NE 1/4) of Section 15; thence South 01°56'00" West along the east line of said section 258.00 feet; thence Due West 65.04 feet to the point of beginning of lands hereinafter described: thence South 01°56'00" West 120.00 feet; thence Due West 234.96 feet; thence North 01°56'00" East 120.00 feet; thence Due West 487.06 feet; thence North 01°08'30" East 224.90 feet to the south right-of-way line of Sunset Drive; thence Due East 673.19 feet along said right-of-way line; thence South 44°02'00" East 72.20 feet to a point on the west right-of-way line of South East Avenue; thence South 01°56'00" West 173.04 feet on said right-of-way line to the point of beginning; containing 4.085 net acres of land.

DRAFT

Exhibit B
Brighton Square Planned Unit Development Agreement

BRIGHTON SQUARE
COMMERCIAL PLANNED UNIT
DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30th
day of July, 1981, by and between _____
Jerome D. Schwellinger

hereinafter called Owners-Developers and the City of Waukesha, a
municipal corporation, hereinafter called the City.

The Developers are the owners of a 4.085 acre parcel of
land described in Exhibit "A" attached hereto and made a part hereof,
located in the City of Waukesha, which is presently zoned B-3.
The Developers have requested and received approval to develop said
land commercially and under the planned unit development provision
of the City of Waukesha zoning ordinances, and in accordance with this
Agreement.

The Developers represent to the City that they are the
owners of the lands described and will develop the same in accordance
with the terms of this agreement, and will bind any successor owners
or their heirs and assigns, to develop the land in accordance herewith.

The development of the land will take place subject to the
following guidelines.

A. The uses shall be restricted to retail specialty type
shops or professional offices, including but not limited to the
following: Medical or dental clinics, professional and business
offices, such as physicians, dentists, artists, lawyer, planner,
engineer, architect, accountant, real estate office, insurance office,
finance office, title company office, photographer, interior decorator,
manufacturer's representative and any other comparable professional
or business office, barber or beauty shops, clothes cleaning and
laundry pick-up, cheese and wine shops, savings and loans, banks,

coffee shops, tea rooms, art and antique shops, clothing stores, fire-place shops, camera shops, bathroom shop, electronic stores, sandwich shops, shoe store, jewelry store, flower shop, gift boutique, pharmacy, musical store, notion or variety shop, ice cream parlor, soda fountain, book or stationery store, delicatessen, tobacco shops, and other such similar uses. It is distinctly understood and agreed, however, that the property shall not be used so as to allow small free standing building type uses such as fast food restaurants and filling stations. All uses shall be subject to Section 22.52 of the Municipal Code of the City of Waukesha. Any interpretations of uses shall be made by the Waukesha Plan Commission.

B. The provisions of this agreement and of Section 22.52 of the Municipal Code of the City of Waukesha shall be deemed to be restrictions on and covenants running with the land described herein. The entire 4.085 acre parcel shall be developed as a unit development, which means that all buildings shall have similar architectural treatment. Exterior light fixtures shall all be similar. There shall be only one access point for the general public to the entire parcel with the entrance on to East Avenue being used for deliveries and employee parking only. The Developer shall sign and police this latter access and parking area so as to permit only deliveries and employee parking. The parcel may have one pylon sign giving the name of the center, with each individual store being restricted to flat, wall-mounted signs. This instrument shall be recorded by the Developer.

Witnessed by:

[Signature] [Signature]

Witnessed by:

Mary A. Race

CITY OF WAUKESHA, A Municipal Corporation

[Signature]
Joseph C. LaPorte, Mayor

[Signature]
Mary F. Schrader, Clerk

Exhibit C
Certified Survey Map

(To be provided by the owner)

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Exhibit D
Site Plan

(To be provided by owner)

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