

DOCUMENT NUMBER

DELAFIELD STREET  
APARTMENTS  
PLANNED UNIT DEVELOPMENT  
AGREEMENT

DOCUMENT TITLE

**RESIDENTIAL PLANNED UNIT  
DEVELOPMENT AGREEMENT**  
**DELAFILED STREET APARTMENTS**

This space reserved for recording data

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between, MANDEL GROUP, having a principal place of business at 330 E Kilbourne Avenue, Ste 600 Milwaukee, WI 53202, hereinafter referred to as the Developer, and the CITY OF WAUKESHA, a municipal corporation, located in the County of Waukesha, State of Wisconsin, hereinafter referred to as the City.

NAME AND RETURN ADDRESS:

City of Waukesha  
Dept. of Community Development  
201 Delafield Street Room 200  
Waukesha, WI 53188

TAX PARCEL NUMBER: WAKC1306990,  
WAKC1305461, WAKC1305460 and WAKC1305459

**Recitals**

Developer has submitted development plans for the development of the parcels of land described on Exhibit "A" attached hereto, which is Parcel ID Numbers: WAKC1306990, WAKC1305461, WAKC1305460 and WAKC1305459, being part of the Northeast 1/4, and Northwest 1/4 of Section 3, Township 6 North, Range 19 East in the City of Waukesha. This parcel is referred to herein as the Development. The development plans submitted by the Developer are referred to herein as the Plans.

Developer has requested Residential Planned Unit Development zoning, and the City has approved the Plans and rezoned the Development Rm-3 (PUD), Multi-Family Residential Planned Unit Development, in order to permit its development pursuant to the Plans on the basis of social, recreational, economic, and other benefits for the Developer and for the public welfare.

Rezoning the Development to an Rm-3 (PUD) requires an Agreement setting forth the covenants of the City and Developer including incorporating all improvements, requirements, and conditions of the RM-3 (PUD) District.

The parties hereto agree that all provisions of the Rm-3 Zoning, as defined in Section 22.32 of the Waukesha Municipal Code, and Planned Unit Development (PUD) zoning as set forth in Section 22.52 of the Waukesha Municipal Code, and all other ordinances, rules, regulations, covenants and restrictions properly enacted by the City now in force and effect or hereafter to be enacted shall apply in all respects to the premises above described, excepting as modified by this Agreement.

Now, therefore, in consideration of the covenants set forth herein, the Developer and City covenant and agree to the following:

1. The Developer shall furnish to the City a current title policy or title report describing the Development, to be furnished by a reputable title company licensed to do business in the State of Wisconsin.
2. The Development shall consist of a multi-family residential development on approximately 5.2 acres of land and includes two four story apartment buildings for a total of 219 residential units. Underground and surface parking will also be provided for the residents of this development as generally depicted

on the site plan, Exhibit B, and on the elevations, Exhibit C, both of which are incorporated into this Agreement by reference. Revisions to the site development plan, Exhibit B, and to the architectural elevations, Exhibit C, may be approved by the City without the necessity of recording an amendment to this agreement.

3. The Developer has furnished to the City a complete, accurate and sufficiently-detailed set of drawings, plans and specifications, said drawings showing a complete plan of the Development including the floor plan of the building and architectural elevations, locations of roads, drives, sidewalks, buildings and parking lots, as well as locations of lighting, screening landscaping, open areas, utilities, stormwater facilities, signs and contemplated depths of sanitary sewers, and drawings of location of electrical, gas and telephone facilities. The Development shall be in substantial compliance with those drawings and specifications and any substantial deviation therefrom must accordingly be approved in writing by the proper City officials. A storm water maintenance agreement is needed for the storm water facilities.
4. The Developer shall establish, align, and grade, subject to the City's approval, the roads and drives on the Development site and construct, grade and improve the same all at the Developer's expense, in accordance with the plans and specifications and consistent with the City's codes, specifications, and regulations. Said roads and drives shall contain no curves or bends of less than adequate radius to accommodate the use thereof by the City's fire fighting apparatus. Developer shall maintain and service the same in accordance with the City's standards. In the event they are not so maintained and serviced, the City shall have the authority to provide such services and maintenance, and charge the cost thereof against the Development as a special assessment after a thirty day notice and cure period, except for cases of emergency.
5. The Developer, at the Developer's expense, and as determined by the Waukesha Water Utility, shall install water main extensions and service laterals to serve the Development in accordance with Waukesha Water Utility rules and regulations. The Developer shall comply with any Development Agreement entered into with the Waukesha Water Utility. The Developer shall furnish to the Waukesha Water Utility for approval, a complete set of plans and specifications and provide any additional information as required by the Utility relative to the construction and grades of streets, easements, and grades and location of sewer facilities, telephone, electric and gas installations. The Developer shall pay for all water services furnished to buildings, subject to present and future water rates. The builder or owner of each unit is required to submit a water meter service application. Waukesha Water Utility will install the meter after the application has been approved. Only water utility staff will operate water main valves or curb stops.
6. In accordance with all applicable statutes, ordinances, administrative regulations, and the terms of this Agreement, the City shall have the right to inspect and approve all construction not heretofore specifically referred to, including all sewer facilities; water facilities; gas, telephone and electrical facilities; sidewalks, private drives, public streets, storm water facilities, lighting facilities, and screening and parking lot pavement locations and installations. Subject to all applicable statutes, ordinances and administrative regulations, the City shall have the right to go on any part of the Development at reasonable times, for the purpose of making inspections of the above-described facilities, provided however that City officials shall not interfere with the use and enjoyment of the premises by the owners thereof.
7. The Developer shall prepare, grant, execute and deliver to the City, in recordable form, easements over and above all of the sewer, electric, gas, and telephone facilities and water utility facilities for the purpose of inspecting, maintaining, and servicing any of the previously described facilities, if required by the City. The easements shall be of sufficient dimensions as approved by authorized City officials. The easements shall prohibit the construction of any building or improvement of any nature or fences upon any of the areas described in the easements and shall prohibit trees or shrubs more than four (4) feet in height. The Developer or subsequent owner, shall, upon notice from the City, remove or have removed any and all buildings, improvements, fences, trees, or shrubbery from any of the areas described in the easements, that are prohibited as herein provided.

8. The development shall have the following deviations from the RM-3 Zoning requirements:
  - a. North Building - street yard setback: 4.3 feet at the ADA ramp along Delafield Street
  - b. North Building - rear yard setback: 19.3 feet
  - c. North Building - height: 64 feet from exposed ground to top
  - d. South Building - street yard setback: 7 feet Delafield Street
  - e. South Building – rear yard setback: 32.7 feet
  - f. South Building – height 62 feet from exposed ground to top
  - g. Residential Density – approximately 41.74 units per acre
  - h. Lot Area Per Dwelling Unit – 1,044 square feet per dwelling unit
9. The two points of full paved vehicular access into the site will be from Delafield Street across from the City Hall driveway and from Madison Street near the westerly lot line. An additional vehicle exit only from the south building will be provided along Delafield Street north of the turn lane from E North Street. Installation and maintenance of the driveways, and the removal and restoration of unused driveway openings will be the responsibility of the Developer.
10. The Developer shall construct and maintain private lighting facilities and provide landscaping as indicated on the approved plans and specifications. The City's Planning Staff shall inspect the Development upon completion and may require additional landscaping where necessary to contribute to safety or to improve the appearance of plain, unsightly views of structures. Completion of the general site landscaping shall be completed at the time of occupancy. The Developer shall tender a performance bond or a cash deposit of 120% of the amount of the contract cost of landscaping before the City will issue a building permit. The landscaping bond or cash deposit may be tendered to the City on a building-by-building basis. If the general site landscaping is not completed at the time of occupancy of a particular building, the City may, at its election, use the proceeds of the performance bond or cash deposit to complete landscaping.
11. Meter locations shall be indicated on the building elevations and landscape plans. The landscape plans shall include appropriate plantings to appropriately screen the view of the utility meters.
12. A \$15,000.00 transformer surety bond is required to assure the placement of the transformer and its proper screening.
13. The developer shall provide pedestrian access from Delafield Street between the two buildings to the surface parking lot behind the north building.
14. The Developer shall be responsible for the snow removal on all sidewalks and private drives.
15. All trash, refuse, recycling, and debris shall be kept indoors or in a proper enclosure until time of collection. All maintenance and collection expenses for the development are to be the Developer's responsibility.
16. Bicycle Parking in accordance with section 22.53 8. a. (2) of the City Zoning code shall be indicated on the plans.
17. If the project is sold as condominium units, a condominium homeowners association shall first be established and said association shall have control over the common areas. The sale of the Project as condominium units after the establishment of the appropriate condominium homeowner's association shall not require the Common Council's prior consent.

18. The parties acknowledge and agree that applicable City ordinances require the payment of impact fees to pay for public facilities such as parks, playgrounds, sanitary sewers, and associated facilities. The Developer shall, at the time that building permits are applied for each building within the Development, pay all applicable impact fees.
19. Developer agrees that construction of any buildings and improvements shall conform with applicable City ordinances and state codes.
20. The Developer is responsible for the cost of any new street signage or streetlights as required.
21. The covenants set forth herein will continue in force and effect and shall be deemed to be covenants running with the land and inure to the benefit of the City and be binding upon the Developer and all owners, Lessees, operators and occupants of the Development including any condominium owners association, as well as their respective successors and assigns. In the event of a violation, the City may enforce the same as permitted under City Zoning Codes as the same now exist or as they may hereinafter be amended or adopted.
22. Invalidity of any one of the foregoing restrictions and covenants by judgment or court order shall in no way affect any of the other restrictions and covenants, each of which shall be construed and deemed severable and all of which not so invalidated shall remain in full force and effect.
23. To the extent that either party to this Agreement is granted discretion in the performance of that party's duties or obligations under this Agreement, such discretionary acts shall be undertaken in a reasonable manner, taking into account the entire Agreement and the Parties' intent.
24. The City will record this document with the Register of Deeds following its execution by the City and the Developer. The cost of recording the document will be paid by the Developer.

**IN WITNESS WHEREOF**, the parties hereto have attached their signatures and seals at the date above written.

Mandel Group

\_\_\_\_\_  
Philip Aiello

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above-named \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

City of Waukesha, a Municipal  
Corporation,

\_\_\_\_\_  
Shawn Reilly, Mayor

\_\_\_\_\_  
, City Clerk

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Shawn Reilly, Mayor, and Gina Kozlik, City Clerk, of the City of Waukesha, as the persons who executed this instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, County of Waukesha  
My Commission: \_\_\_\_\_

## EXHIBIT “A”

### LEGAL DESCRIPTION

DRAFT

# EXHIBIT “B”

## SITE DEVELOPMENT PLAN

DRAFT

EXHIBIT "C"

ARCHITECTURAL ELEVATIONS

DRAFT