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STYZA APARTMENTS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of March, 1981, by and between Bryce P. Styza, having his principal place of business at 2727 N. Grandview Blvd., City of Waukesha, Wisconsin, hereinafter referred to as Developer, and owner of the premises described in Exhibit "A" attached hereto, and the City of Waukesha, a municipal corporation, located in the City and County of Waukesha, State of Wisconsin, hereinafter referred to as City.

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W I T N E S S E T H :

WHEREAS, the Developer has requested of the City and the City has granted substantial modifications from its normal minimal land area requirements relative to the use of the premises described in Exhibit "A" to the Developer on the basis of planning, social, recreational, economic, and other benefits for the Developer and for the public welfare; and

WHEREAS, the conditions herein granted in variance from the codes and ordinances of the City of Waukesha will continue in force and effect and shall be deemed to be covenants running with the land and which bind the Developer herein, and all its and their executors, administrators, heirs, assigns, successors and any other persons, partnerships or corporations that may at anytime be actual or beneficial owners, or have any interest in any of the premises described as Exhibit "A"; and

WHEREAS, the parties hereto agree and acknowledge that all provisions of the Subdivision Code, all ordinances, rules, regulations, covenants and restrictions properly enacted by the City of Waukesha now in force and effect or hereafter to be enacted shall apply in all

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respects to the premises described in Exhibit "A", excepting only those modified in and by this Agreement:

NOW THEREFORE, in consideration of the covenants herein contained, the Developer covenants and agrees:

1. To furnish to the City a current title policy or a title report describing the premises shown as Exhibit "A", either to be furnished by a reputable title company licensed to do business in the State of Wisconsin.
2. That the premises shall consist of approximately 4.99 acres and provide 3 buildings containing 20 one-bedroom and 40 two-bedroom units for a total of 60 units, construction of which shall commence on or about March, 1981, and shall be substantially completed on or about October, 1981.
3. To furnish to the City of Waukesha a complete, accurate and sufficiently detailed set of drawings, plans and specifications, the said drawings showing a complete plan of the project indicating the phases thereof (if any) and showing in sufficient detail locations of roads, drives, buildings and parking lots, as well as locations of lighting, screening and open areas, and contemplated depths of sanitary sewer and storm sewer, and drawings of locations of electrical, gas and telephone facilities, and the Developer agrees that the development shall be in substantial compliance with those drawings and specifications, and any deviation therefrom must be approved in writing by the proper officials of the City of Waukesha accordingly.
4. Establish, align and grade, subject to the approval of the City of Waukesha, the roads and drives on the site; construct, grade and improve the same all at the Developer's expense, in accordance with the plans and specifications and consistent with the codes.

specifications and regulations of the City of Waukesha. The roads shall be permanently maintained at such width as is directed by the City of Waukesha, with no curves or bends of less than adequate degrees so as to accommodate the use thereof by fire fighting apparatus of the City of Waukesha. Developer shall maintain and service the same in accordance with the standards of the City. In the event they are not so maintained and serviced, the City shall have the authority to provide such service and maintenance and charge the cost thereof against the property as a special assessment without notice and without hearing, and the determination of the cost thereof by the City shall be final, conclusive and not subject to appeal. Further, in the event the City shall require at anytime the private streets to become public streets, the Developer hereby consents to the City's adopting a resolution thereby dedicating the said streets to the City.

5. Develop, construct, furnish, install and maintain, all at the expense of the Developer, sanitary sewer facilities within the premises described in Exhibit "A" all subject to approval and inspection by the City of Waukesha, and subject to all the rules, regulations and conditions of the said City, and in accordance with the Statutes of the State of Wisconsin as they apply to sanitary drainage facilities. The Developer shall pay forthwith, upon receipt of invoices, the charge to be established by the Board of Public Works of the City of Waukesha for the inspection of the construction of the sanitary sewer facilities which will be inspected by the said City. Upon completion of inspection of construction of sewer facilities, the City shall be relieved of any further responsibility, and all maintenance thereafter shall be accomplished and paid by the Developer.

6. The Waukesha Water Utility agrees to install water mains and service laterals within the property in accordance with its rules and regulations. The Developer agrees to furnish a complete set of plans and specifications to the Waukesha Water Utility and provide such additional information as required by the Utility relative to construction and grades of street and/or easements, and grades and locations of sewer facilities, and telephone, electric and gas installations. Developer shall grant to the Waukesha Water Utility an easement, 20 feet in width, to be used solely by Waukesha Water Utility. Easement shall be in a legal and recordable form. Location of easement shall be determined by the Waukesha Water Utility. Developer shall provide Utility with a certification of the established grade over said easement and provide line and grade stakes (at developer's expense) upon request from the Utility. Prior to construction of water facilities, Developer will advance appropriate funds as indicated in accordance with the Waukesha Water Utility and Public Service Commission rules, and as those rules are modified and amended from time to time, and as they apply at the commencement of the construction of any phase of the project. Developer shall pay for water service furnished to the buildings subject to present and future water rates, taxes or assessments. Each building shall be supplied with one service lateral and meter to service the entire building. All water mains, valves, hydrants, pipes, individual service laterals and meters hereby intending to encompass the entire system shall remain the property of the Waukesha Water Utility.

In the event the Grantee finds it necessary to disturb the premises in the exercise of its duties and responsibilities (initial installation and future repairs, if necessary), the Waukesha Water

Utility agrees to restore the premises, as nearly as is reasonably possible, to the condition existing prior to such disturbance, however, not including the replacement of pavement, trees, shrubbery and other items existing on or within the described easement.

Developer shall be responsible for removal of trees and other objects within the easement area which interfere with the initial construction of the water main.

7. Grant to the City right to inspect and, if requested by the City, approve all construction not heretofore specifically referred to, and including, but not limited because of enumeration, all sewer facilities, gas, telephone, and electrical facilities, sidewalks, private drives, lighting facilities, screening, and parking lot pavement location and installation. In addition, grant to the City of Waukesha permission for its proper officials to go upon any part of the premises described in Exhibit "A" at all reasonable times, without notice and without securing any other authorization, for the purpose of making inspections, or any other purpose provided, however, said City officials shall not interfere with the use and enjoyment of the premises by the owners thereof.

8. Prepare, grant and execute in recordable form easements over and above all of the sewer facilities, both sanitary and storm, electric, gas, and telephone facilities, and water mains for the purpose of inspecting, maintaining and servicing any of the afore-described facilities. The easements shall be of sufficient dimensions and approved by the proper City officials.

9. Prohibit the construction of any buildings, or improvements of any nature, or fences upon any of the areas described in the easements, and prohibit trees or shrubbery more than four (4) feet

in height. Upon notice from the City of Waukesha, to remove or have removed any buildings, improvements, fences, trees or shrubs from any of the areas described in the easements, that are prohibited as herein provided.

10. To pay forthwith the sum of \$300.00 per acre as and for a contribution for sanitary sewer facilities.

11. To construct and maintain private lighting facilities as indicated on the plans and specifications and to provide such landscaping as is shown on the specifications. Such landscaping shall be guaranteed to be completed within one (1) year of the date of occupancy of the first building by filing a performance bond with the City in the amount of \$12,000.00.

12. To provide fully enclosed refuse containers at such places as are appropriate for the convenience of the residents of the area, and subject to the approval by the proper commission, board or official of the City of Waukesha, and to provide for the regular and periodic disposal of refuse, debris, garbage and trash all at the expense of the Developer.

13. Title to the entire premises shall remain in single ownership and can only be conveyed or sold with the consent of the Common Council of the City of Waukesha first obtained. This portion of this Agreement specifically shall be interpreted as a covenant running with the land, and all owners and subsequent owners agree that as a part of the conveyance to them, that they shall be bound by this Agreement.

14. In compliance with the requirements of the subdivision and platting code as they pertain to the dedication of land for school sites and school land or money in lieu thereof, the Developer will

contribute, at the time of execution of this instrument by certified or cashier's check, payable to the City of Waukesha, a payment of \$20,800.00 in substitution of dedication of land the amount of contribution as provided in the ordinance of the City of Waukesha in effect at the time of execution of this agreement.

15. Developer shall immediately, draft, execute and deliver to the City of Waukesha, in addition to other easements herein provided, a separate easement for public sanitary sewer as shown on the plans and specifications. Developer shall install the sewer in the area therein described and of the size and specifications designated by the City.

16. Developer agrees to execute an instrument in recordable form putting into force and effect the provisions of this agreement, prior to the City's granting final approval and the issuance of any permits. The cost of recording instruments shall be paid by the Developer.


17. All construction of buildings and improvements of any nature shall be in conformity with the Building Code Ordinances of the City of Waukesha and the Code of the State of Wisconsin in such cases as applicable.

18. Developer and any subsequent owner shall, further agree to prohibit any parking of any vehicles on the private drives or fire lanes as shown on the approved plans and specifications, the purpose of said drives and lanes being to convey traffic only and not being designed for parking. This provision shall be interpreted as a covenant running with the land.

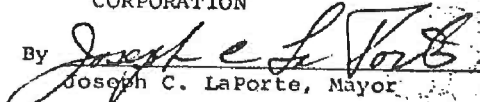
19. Invalidation of any one of these restrictions by Judgment or Court Order shall in no way effect any of the other provisions,

each of which shall be construed and deemed severable and all of which not so invalidated shall remain in full force and effect.

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

By  (Seal)
Bryce P. Styza

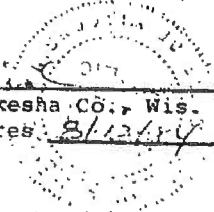
CITY OF WAUKESHA, A MUNICIPAL CORPORATION

By  (Seal)
Joseph C. LaPorte, Mayor

By  (Seal)
Mary T. Schrader, Clerk

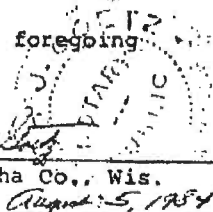
STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally appeared before me this 17th day of March, 1981,
Bryce P. Styza, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, Waukesha Co., Wis.
My Commission expires 8/13/84

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally appeared before me this 18th day of March, 1981,
Joseph C. LaPorte, Mayor and Mary T. Schrader, Clerk of the City of Waukesha, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, Waukesha Co., Wis.
My Commission expires August 5, 1984

This instrument drafted by
Attorney George E. Lawler

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 184 and 203, in Pebble Valley Addition No. 1, a Redivision of Lot 183, Pebble Valley Subdivision, part of the South West $\frac{1}{4}$ of Section 28, in Township 7 North, Range 19 East, in the City of Waukesha.

EXCEPTING therefrom all that part of Lot 203, in Pebble Valley Addition No. 1, bounded and described as follows: Beginning at the most Westerly corner of Lot 203; thence North $50^{\circ} 40' 00''$ East, 25.02 feet; thence South $42^{\circ} 42' 30''$ East, along the Southwesterly line of the Wisconsin Electric Power Company right-of-way 16.63 feet; thence along the arc of a curve, 29.49 feet; center of which lies to the Southeast radius of 181.93 feet and a chord bearing South $61^{\circ} 34' 54''$ West, 29.46 feet; to a point on the Northeasterly line of Pebble Valley Road; thence along said Northeasterly line and the arc of a curve, 14.81 feet center of which lies to the Southwest radius of 504.26 feet, and a chord bearing North $30^{\circ} 29' 29''$ West, 14.81 feet to the place of beginning.

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REGISTERED OFFICE
WAUKESHA COUNTY, WI. | SS
RECORDS DEPT.

1981 MAR 24 PM 12:36

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W. J. ...

*Return to: Bryce Stya
2121 N. Lincoln Blvd
Waukesha, Wis. 53186*

