

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 09/13/2013 10:08:47 AM

Total Fee: \$30.00 Page(s): 15

DOCUMENT NUMBER

DOCUMENT TITLE

**DEVELOPMENT AGREEMENT
(Commercial PUD)**

XANDER'S CORNER

This space reserved for recording data

THIS AGREEMENT made and entered into this 5
day of September, 2013 by and
between Woodman's Food Market, Inc., having its
principal place of business at 2631 Liberty Lane
Janesville, Wisconsin ("DEVELOPER"), and the CITY
OF WAUKESHA, a municipal corporation, located in the
County of Waukesha, State of Wisconsin (the "CITY").

NAME AND RETURN ADDRESS:

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

TAX PARCEL NUMBERS:

BACKGROUND FACTS

DEVELOPER and CITY entered into a Developer's Agreement date March 16, 2012, and recorded in the office of the register of deeds for Waukesha County, Wisconsin on March 30, 2012, as document number 3906347 (the "Developer's Agreement"). Section 23 of the Developer's Agreement requires DEVELOPER to enter into this Agreement, DEVELOPER has submitted development plans for the development of the parcels of land described on Exhibit A attached hereto, being part of the SE ¼ and NE ¼ of the SE ¼ of Section 35 and the SW ¼ and the NW ¼ of the SW ¼ of Section 36 all in Town 7 North Range 19 East in the City of Waukesha, and more particularly described as Lots 1 and 2 of Certified Survey Map No. 10943, Lots 4, 7 and outlot 1 of Certified Survey Map 10944 and Lots 5, 6 and outlot 4 of Certified Survey Map 10945 (first pages of such Certified Survey Maps are also included at Exhibit A) (the "Land"). Developer has requested Commercial Planned Unit Development Overlay zoning, and the CITY has approved the plans, attached as Exhibit B, and rezoned the Land B-5 Community Business (PUD), Planned Unit Development, in order to permit its development pursuant to said plans and to permit development that will over time be enhanced by coordinated area site planning, diversified location of structures, and mixing compatible uses.

The parties hereto agree that all provisions of the B-5 Community Business Zoning, as defined in Section 22.37 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 Land, excepting as modified in and by this Agreement or the Commercial Planned Unit Development overlay zoning ordinance.

NOW, THEREFORE, in consideration of the covenants herein contained, DEVELOPER and the CITY covenant and agree:

1. The DEVELOPER acknowledges the CITY's preferred and permitted uses for the site include:
 - a. Bakeries.

- b. Banks, credit unions, and other financial institutions with the exception of payday lenders; including drive-thru facilities.
 - c. Barber shops.
 - d. Beauty shops.
 - e. Book or stationary stores.
 - f. Business offices.
 - g. Camera and photographic supply stores.
 - h. Clinics.
 - i. Clothing stores.
 - j. Computer and computer supply stores.
 - k. Confectioneries and ice cream stores.
 - l. Delicatessens.
 - m. Department stores.
 - n. Drug stores.
 - o. Electronic equipment sales, equipment and repair.
 - p. Fish markets.
 - q. Florists.
 - r. Fruit stores.
 - s. Furniture stores.
 - t. Furriers and fur apparel.
 - u. Garden centers.
 - v. Gift stores.
 - w. Hardware stores.
 - x. Hobby and craft shops.
 - y. Insurance sales offices.
 - z. Interior decorators.
 - aa. Jewelry stores.
 - bb. Martial arts studios.
 - cc. Meat markets.
 - dd. Music stores.
 - ee. Office supplies and business machine stores.
 - ff. Optical stores.
 - gg. Paint, glass, and wallpaper stores.
 - hh. Pet and pet supply stores.
 - ii. Photography and art studios.
 - jj. Physical fitness centers.
 - kk. Printing, including photocopying.
 - ll. Professional offices.
 - mm. Real estate sales offices.
 - nn. Restaurants.
 - oo. Shoe stores and leather goods stores.
 - pp. Sporting goods stores.
 - qq. Tailor or dressmaking shop.
 - rr. Theaters.
 - ss. Vegetable stores.
2. The Land consists of approximately 17.85 acres, and the proposed development thereon is anticipated to include approximately 9 stores, related site improvements, parking and greenspace, as depicted on the general development plan attached hereto as Exhibit B and is subject to the final approved plans.
 3. The CITY acknowledges that DEVELOPER has furnished to the CITY a complete, accurate, and sufficiently detailed set of civil engineering plans and specifications, building plans and specifications, and architectural elevations for the Woodman's anchor store (which is the subject of a separate Developer's Agreement with the CITY); the general developer plan showing locations of proposed roads, drives, sidewalks, buildings, parking lots, lighting, screening, landscaping, open areas, and utilities; conceptual architectural elevations for non-anchor stores, a conceptual master sign plan and monument sign plans. The proposed development shall be in substantial compliance with the foregoing plans and specifications and any substantial deviation therefrom must accordingly be approved in writing by the proper officials of the CITY, consistent with Section 20 below. Neither this Section 3 nor any other provision of this Agreement, however, shall be construed to require the construction of any building upon the Land.
 4. Specific building and architectural plans for the stores (other than the Woodman's anchor store, which is not the subject of this Agreement) have not been submitted, but they shall be developed generally consistent with the approved site plan and conceptual architectural elevations, subject to review and approval by the Plan Commission consistent with Section 20 below. Buildings are required to meet Plan Commission's established design standards attached as Exhibit C. Buildings will be constructed using principally decorative masonry as the exterior material/treatment. Parking lot and site lighting fixtures shall be substantially consistent with the approved lighting plan for internal circulation drives and the Woodman's anchor store.

5. (a) DEVELOPER shall establish, align, and grade, subject to the approval of the CITY, the drives on the Land, including traffic, bike, and pedestrian improvements to the Land as required by the Plan Commission to accommodate the development, and 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, with no curbs or bends of less than adequate degree so as to accommodate the use thereof by the fire fighting apparatus of the CITY. The following shall be installed within one year of the date on this agreement;
- i. Bus shelter and internal sidewalk on lot 4 of CSM 10944 as shown on the approved site plan;
 - ii. Internal sidewalk on lot 6 and outlot 4 of CSM 10945 as shown on the approved site plan;
 - iii. Internal sidewalk on lot 2 of CSM 10943 as show on the approved site plan;
 - iv. All public sidewalks;
 - v. All internal crosswalk markings as shown on the approved site plan;
 - vi. Remaining internal sidewalks shown on the approved site plan will be installed at DEVELOPER's expense at the time the remaining lots are developed.

DEVELOPER'S obligations under Section 5(a) are personal to DEVELOPER, do not run with the land, and do not bind subsequent owners of the Land.

(b) DEVELOPER shall maintain and service roads and drives on the Land in accordance with the standards of the CITY. In the event said roads and drives are not so maintained and serviced, following notice by the CITY and failure by the DEVELOPER to cure such failure in a commercially reasonable period of time, then the CITY shall have the authority to provide such services and maintenance, and charge the cost thereof against the Land as a special assessment. DEVELOPER may assign these obligations to an association of lot owners established under the ECR (as defined in Section 11).

6. DEVELOPER agrees to install at DEVELOPER'S expense water service laterals to serve the development in accordance with Waukesha Water Utility rules and regulations and comply with Waukesha Water Utility Developers Agreement. DEVELOPER agrees to furnish a complete set of plans and specifications to the Waukesha Water utility for approval 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 pay for water services furnished to the buildings on the Land, subject to present and future water rates.
7. The CITY shall have the right to the extent permitted by the governing statutes, ordinance, administrative regulations, and this Agreement to inspect and, if required and necessary, approve all construction of public improvements not heretofore specifically referred to, including all sewer facilities, water mains, and sidewalks. The CITY shall also have the right, to the extent permitted by the governing statutes, ordinances, administrative regulations, and this Agreement, to go upon any part of the Land at reasonable times for the purpose of making inspections of the afore-described facilities, but only so long as the CITY'S officials shall not interfere with the use and enjoyment of the Land by the owners, operators, and guests thereof.
8. DEVELOPER shall prepare, grant, execute, and deliver to the CITY, in recordable form and otherwise in a form and substance reasonably acceptable to the parties, the easements over and above all of the water mains and public facilities on site for the purpose of inspecting, maintaining, and servicing any of the previously described facilities. The easements shall be of sufficient dimensions and approved by the proper CITY officials. The easements shall

prohibit the construction of any building or structure 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. DEVELOPER shall, upon notice from the CITY, remove or have removed any prohibited buildings, improvements, fences, trees, or shrubbery.

9. (a) 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 Land upon completion and may require additional landscaping where necessary to contribute to safety or to improve the appearance of plain, unsightly views of structures, but may not substantially increase the cost of landscaping. Completion of the following shall be completed within one (1) year of the date of occupancy of the Woodman's anchor store.
 - i. Landscaping on lot 4 of CSM 10944 as shown on the approved landscape plan;
 - ii. Landscaping shown along the entry drives from W. Main St. as shown on the approved landscape plan;
 - iii. Landscaping on outlot 4 of CSM 10945 as shown on the approved landscape plan;
 - iv. Landscaping on lot 7 of CSM 10944 as shown on the approved landscape plan;
 - v. All undeveloped lots must be seeded and maintained per city ordinances;
 - vi. Lighting along internal circulation drives as shown on approved lighting plan.
 - (b) Completion of landscaping on each store building pad site shall be completed within one (1) year of the date of occupancy of the store thereon. The DEVELOPER shall tender a performance bond for the landscaping and transformer location on the relevant store building pad site before issuance of a building permit for such store.
 - (c) In the event that the general site landscaping listed in subsection (a) above is not completed within one (1) year of the date of occupancy of the Woodman's anchor store, or landscaping on individual lots covered by this PUD are not completed within one year of occupancy, subject to delays beyond DEVELOPER'S control, the CITY may, at its election, utilize the proceeds of the performance bond to complete landscaping as set forth in the general site landscaping plan. If a transformer is installed in a location other than shown on the approved plans for each building pad the CITY may utilize the proceeds of the performance bond to move the transformer to the approved location or mitigate its visibility.
10. All trash, refuse, and debris are to be kept within an enclosed area of each store or a formal trash enclosure approved by the Plan Commission until collection. All maintenance and collection expenses are to be the responsibility of DEVELOPER. The CITY will offer to provide collection of recyclables according to the City's policies and procedures, but only after an agreement between the CITY and the owner or operator of the store being serviced is properly executed by each party. The CITY has the right to discontinue the collection of recyclables.
 11. Title to the entire Land is and shall remain subject to a Declaration of Easements, Covenants & Restrictions ("ECR") among the owners of the Land governing the use, operation, maintenance, repair, design, and construction of the entire development and creating easements for parking, access, utilities, signage, and similar rights. DEVELOPER shall provide the CITY with a copy of such agreement, and will provide a copy of any amendments thereto prior to the recording of any such documents.
 12. The parties acknowledge that CITY'S impact fee ordinances, now in force and effect or hereafter to be amended or adopted, shall apply in all respects to all the lots covered by this PUD agreement. Fees are due at the time building permits are issued.

13. Nothing in this Agreement may be construed to permit construction of any buildings or improvements except in conformity with the Building Code of the CITY and the Codes of the State of Wisconsin, in such cases as applicable.
14. The CITY agrees and acknowledges that the costs, fees, contributions, and assessments due to the City in connection with development of the Land as contemplated herein are set forth in applicable City ordinances and that there are no outstanding assessments on the Land.
15. DEVELOPER hereby specifically declares and agrees that the restrictions and covenants described in this Agreement shall run with the Land and inure to the benefit of the CITY and are binding upon the DEVELOPER and all owners, lessees, operators, and occupants of the Land as well as their respective successors and assigns. As its sole and exclusive remedy under this Agreement, the CITY may enforce the same, in the event of violation, as permitted under the zoning codes of the CITY as the same now exist, or as they may hereinafter be amended or adopted, subject to the conditions and limitations herein contained. The CITY waives the right to claim actual, special, exemplary, or other types of damages for breach of this Agreement, other than those that are permitted under the CITY's zoning codes. Notwithstanding the foregoing, in no way shall the CITY be deemed a third party beneficiary of the ECR. This Agreement shall be subject and subordinate to the lien of any first mortgage lien holder now or hereafter placed upon the Land.
16. It is understood that DEVELOPER may transfer the Land or any part thereof (as may subsequent transferors), and that whenever such a transfer occurs, DEVELOPER (or any subsequent transferor) shall have no further liability for breach or covenant occurring thereafter. This termination of liability will occur solely by operation of this Agreement, without the need for any written assignment or assumption, upon acceptance of a deed by the transferee. After any such transfer, the word "DEVELOPER" will be construed to mean the transferee with respect to the Land so transferred, except that DEVELOPER'S obligations under Sections 5(a) and 9(a) are not transferable or delegable to any party, nor will performance of those obligations transfer by operation of this Agreement to any transferee of the Land. DEVELOPER may, however, delegate its responsibilities under Section 5(b) to the "Association" (as that term is defined in the ECR).
17. 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.
18. 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 and in good faith, taking into account the entire Agreement and the intention of the parties.
19. The CITY will record this Agreement with the Register of Deeds following its execution by the CITY and DEVELOPER. The cost of recording the document will be paid by DEVELOPER.
20. The following departures from B-5 Community Business standards are hereby specifically approved for the development of the Land:
 - (a) Drive-thrus for banks, restaurants, drug stores, and similar retail uses shall be permitted uses.
 - (b) Outdoor patio seating shall be permitted at all restaurants.

- (c) Pet services such as boarding and veterinary services shall be permitted but only as ancillary accessory uses to a primary pet supply store use.
- (d) A minimum building setback of 20 feet shall be maintained off of W. Main Street and Manhattan Dr. A minimum building and paving setback of 15 feet shall be maintained from the northerly lot lines of lots 1 & 2 of CSM 10943 along the internal circulation drive. A minimum paving and building setback of 10 feet shall be maintained along the easterly lot line of lot 1 and the east and west lot lines of lot 2 of CSM 10943 along the W. Main St. entry drives. Furthermore, there shall be no infringement into the established landscaping areas along the W. Main St. entrance drives to the development as shown on the approved landscape plan. A minimum paving and building setback of 15 feet shall be maintained along the westerly lot line of lot 6 of CSM 10945 along the internal circulation road. A minimum building and pavement setback of 10 feet shall be maintained along the northerly lot line and a 10 feet building setback and 5 feet paving setback shall be maintained along the southerly lot line of lot 6 of CSM 10945. A minimum paving setback of 25 feet and building setback of 50 feet shall be maintained off the easterly property line of lot 6 of CSM 10945 adjacent to STH 164. Paving and building setbacks for lot 5 of CSM 10945 shall be consistent with the approved revised site plan attached hereto as Exhibit D. In the event the auto fueling and service station is moved to a different lot in the development the setbacks set forth in Sections 22.53 and 22.37 shall apply. If lot 5 of CSM 10945 is not developed according to the approved plans for an auto fueling and service station then the setbacks shall be 15 feet on the westerly lot line (along the access drive from Main St.), 10 feet on the northerly lot line (along the internal drive), 10 feet on the easterly lot line and 25 feet from the southerly lot line along Main St.

All other side yard setbacks may be reduced to zero, subject to review and approval of the Plan Commission consistent with Section 21 below. Building walls may abut and shared party walls will be permitted. Setbacks not specifically listed here shall conform to the requirements of Sections 22.53 and 22.37 of the City of Waukesha Zoning Code unless otherwise modified by the Plan Commission. Setbacks are depicted on the general development plan attached as Exhibit B. When developing the outlots DEVELOPER will make every effort to site the buildings at the setback lines along Main St. and Manhattan Dr.

- (e) Lots need not have any frontage on public streets, so long as adequate alternative access, including private driveway easements, is provided.
- (f) All side lot lines other than those listed above with specific setback requirements along entry drives shall be ignored to allow paving and parking over lot lines, light spillover, and general crossover for parking, access, utilities, signage, drainage, and other integrated operational characteristics. Cross access and cross parking shall be permitted throughout all parking lots at the development. The Plan Commission may require cross access and parking between properties and parking lots if it feels that it promotes a reduction in the amount of parking needed to serve the Land or promotes orderly and efficient traffic movement through the Land. If cross parking is required by the Plan Commission, businesses and/or property owners may sign up to 1 space per 450 square feet of floor area limiting use of the parking spaces to customers of said business during that business's normal hours of operation. If a business or property owner chooses to sign parking spaces restricting access, as explained above, enforcement of those parking restrictions shall be the sole responsibility of the property owner or tenant.
- (g) All lot lines other than the exterior lot lines of the Land shall be ignored in calculating green spaces, landscape islands, and parking areas and in identifying buffers, and screening.

- (h) Parking may be reduced (or never developed) so long as a development-wide average parking ratio of at least 4.0 spaces per 1,000 square feet of retail sales area and 1 space per 3 restaurant seats at maximum capacity (not including outdoor restaurant patio seating) is maintained. All parking requirements in 22.53 of the zoning code except for those specifically address in this agreement will be in effect.
 - (i) A master sign plan and monument sign plans as approved by the Plan Commission and the Sign Review Board (only with respect to deviations from City Code Chapter 27, the Sign Appeals Board) will accommodate coordinated development-wide sign designs.
- 21. Modest changes, deletions, or additions of no greater than 20 feet or 5% for any single dimension or area or changes in amounts of approved building materials and/or colors may be approved by City staff. More significant changes, not altering the character of the site and including but not limited to architectural elevations for any buildings shown on Exhibit B and consistent with approved plans, may be approved by the Plan Commission in the same manner that the Plan Commission approves plans and specifications under Zoning Code Sections 22.15 and 22.37(g). Substantial alterations in building pads from those depicted on Exhibit B or architectural schemes entirely inconsistent with approved plans must be approved by the Common Council following a public hearing and consistent with Zoning Code Section 22.52(6).
 - 22. DEVELOPER agrees each owner of any portion of Lots 1 (CSM 10943), 2 (CSM 10943), or 6 (CSM 10945) will integrate a public art project as part of the initial construction of a building on the lots and will work cooperatively with the City's Public Art Committee to establish the scope and location of the public art installation (although the installation may be indoor, outdoor, individual, or collective).
 - 23. The CITY agrees to look solely to the interest of DEVELOPER in the Land for the recovery of any judgment from DEVELOPER; it being agreed that neither DEVELOPER nor its respective partners, directors, officers, members, managers, or shareholders shall be personally liable for such judgment.
 - 24. The CITY agrees that it will from time to time, upon request by DEVELOPER, execute and deliver to DEVELOPER and to any parties designated by DEVELOPER within ten (10) days following demand therefore, an estoppel certificate certifying (1) that this Agreement is unmodified and in full force and effect (or if there had been modifications that the same is in full force and effect as so modified), (2) that there are no defaults hereunder (or specifying any claimed defaults), and (3) such other matters as may be reasonably requested by DEVELOPER.
 - 25. The CITY and DEVELOPER each agree to do, execute, acknowledge, and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
 - 26. All conditions to the B-5 Community Business PUD / Planned Unit Development Overlay Ordinance recommended by the Plan Commission at their _____ meeting and adopted by the Council at their _____ meeting as set forth on the attached Exhibit C are hereby incorporated by reference.

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

WOODMAN'S FOOD MARKET, INC.

By [Signature]

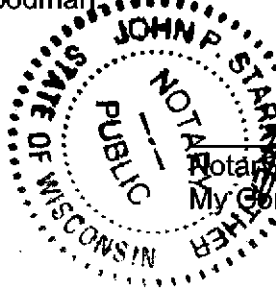
Clinton Woodman, Vice President

STATE OF WISCONSIN)

) SS

COUNTY OF ROCK)

On this 5th day of September, 2013 before me, a notary public, in and for said County, personally appeared Clinton Woodman, Vice President of Woodman's Food Market Inc. of Janesville, Wisconsin, to me known to be the persons described in and who executed the within instrument and acknowledged the same to be the free act and deed of Clinton Woodman.



[Signature]
Notary Public, State of Wisconsin

My Commission: Expires 7/5/15

CITY OF WAUKESHA, A Municipal Corporation (CITY)

[Signature]
Jeff Scrima, Mayor

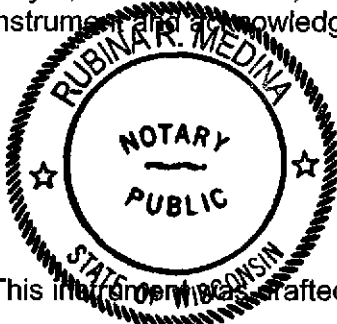
[Signature]
Gina Kozlik, Deputy City Clerk Treasurer

STATE OF WISCONSIN)

) SS

COUNTY OF WAUKESHA)

Personally came before me this 27th day of August, 2013, Jeff Scrima, Mayor, and Gina Kozlik, Deputy City Clerk of the City of Waukesha as the persons who executed this instrument and acknowledged the same.



[Signature]
Notary Public, County of Waukesha

My Commission: 8/21/16

This instrument was drafted by Julie Gay.

EXHIBIT A

Page 1 of 9

3891684



CERTIFIED SURVEY MAP NO. 10943

A division of Lot 2 of Certified Survey Map No. 5245 and lands, being in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 35 and the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 36, all in Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

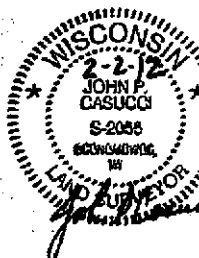
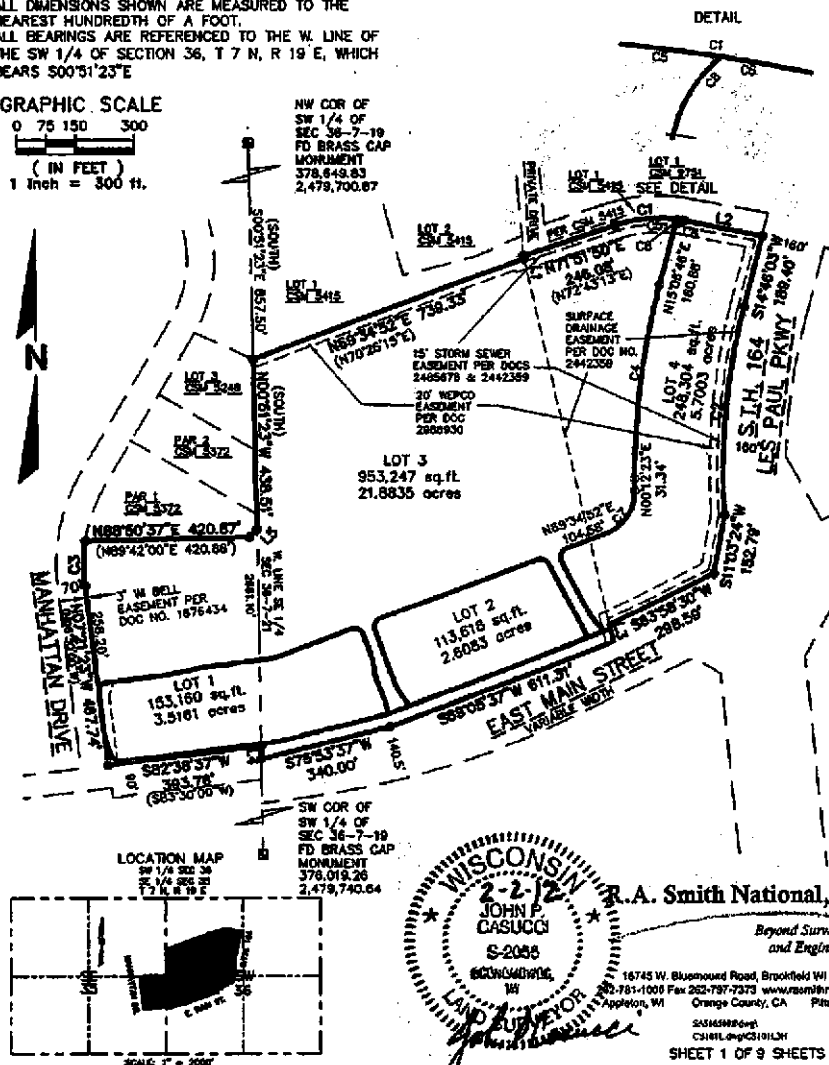
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE W. LINE OF THE SW 1/4 OF SECTION 36, T 7 N, R 19 E, WHICH BEARS S00°51'23"E

GRAPHIC SCALE
0 75 150 300
(IN FEET)
1 inch = 300 ft.

NW COR OF
SW 1/4 OF
SEC 36-7-19
FD BRASS CAP
MONUMENT
378,848.83
2,479,700.67

LOTS 1, 2 AND 4 SHALL HAVE NO DIRECT VEHICULAR ACCESS TO EAST MAIN STREET, S.T.H."164" & MANHATTAN DRIVE.

SEE SHEETS 2 AND 3 FOR LOT DETAILS
SEE SHEET 4 FOR LINE AND CURVE TABLE
SEE SHEETS 5 AND 6 FOR EASEMENT DETAILS
SEE SHEET 8 FOR EASEMENT NOTES



R.A. Smith National, Inc.

Beyond Surveying
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
Tel: 761-1000 Fax: 262-797-7273 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

2014MS0006
CARTLIP/CASUCCI

SHEET 1 OF 9 SHEETS

283

3891695



CERTIFIED SURVEY MAP NO. 10944

A division of Lot 3 of Certified Survey Map No. 10944, being in the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 35 and the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 36, all in Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

● INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED

○ INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE W. LINE OF THE SW 1/4 OF SECTION 36, T 7 N, R 19 E, WHICH BEARS S00°31'23"E

SEE SHEETS 2, 3, 4, 5, 6 & 7 FOR LOT AND EASEMENT DETAILS

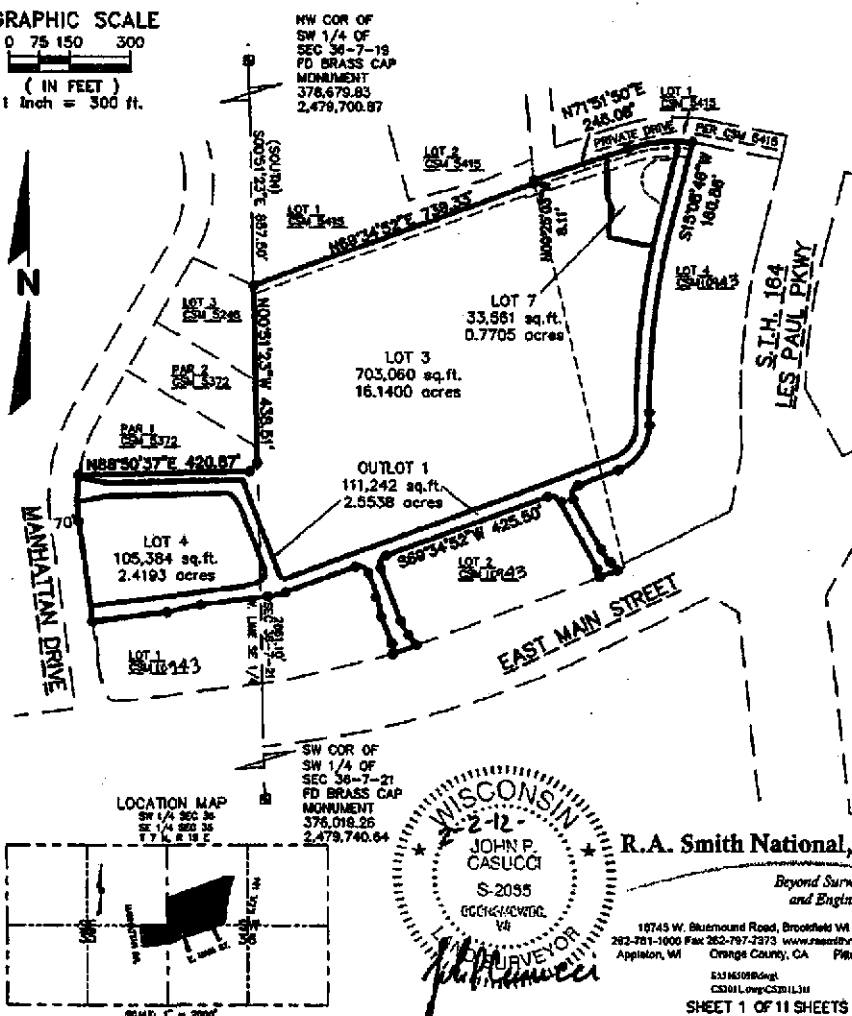
OUTLOT 1 IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF ADJOINING LOTS AND OUTLOTS.

LOT 4 SHALL HAVE NO DIRECT VEHICULAR ACCESS TO MANHATTAN DRIVE.

SEE SHEET 10 FOR EASEMENT NOTES

GRAPHIC SCALE

0 75 150 300
(IN FEET)
1 Inch = 300 ft.



292

3891688



CERTIFIED SURVEY MAP NO. 10945

A division of Lot 4 of Certified Survey Map No. 10943, being in the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 36, all in Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

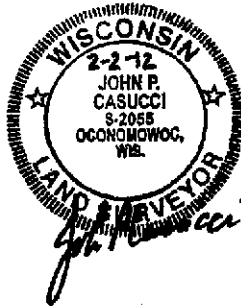
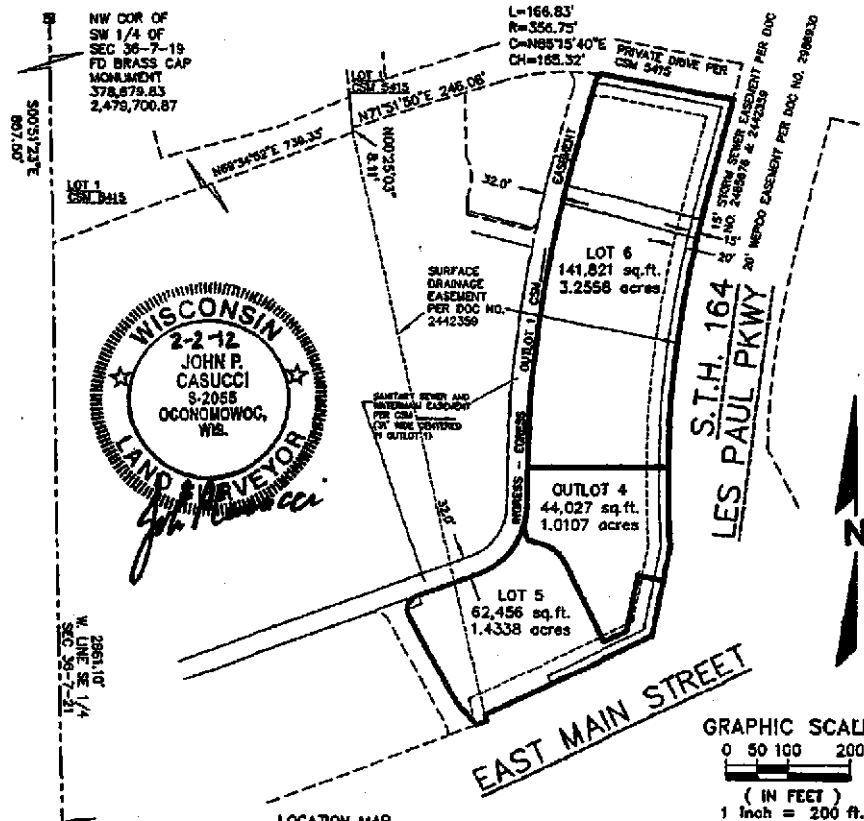
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ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE W. LINE OF THE SW 1/4 OF SECTION 36, T 7 N, R 19 E, WHICH BEARS S00°51'23"E

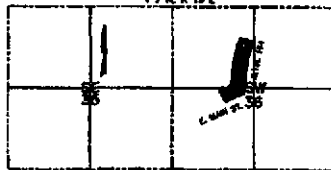
SEE SHEETS 2 AND 3 FOR LOT DETAILS

LOTS 5, 6 AND OUTLOT 4 SHALL HAVE NO DIRECT ACCESS TO S.T.H. "164" AND EAST MAIN STREET

SEE SHEET 4 FOR EASEMENT NOTES



LOCATION MAP
SW 1/4 SEC 36
SE 1/4 SEC 36
T 7 N, R 19 E



SCALE: 1" = 200'

R.A. Smith National, Inc.

Beyond Surveying
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

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SHEET 1 OF 6 SHEETS

303

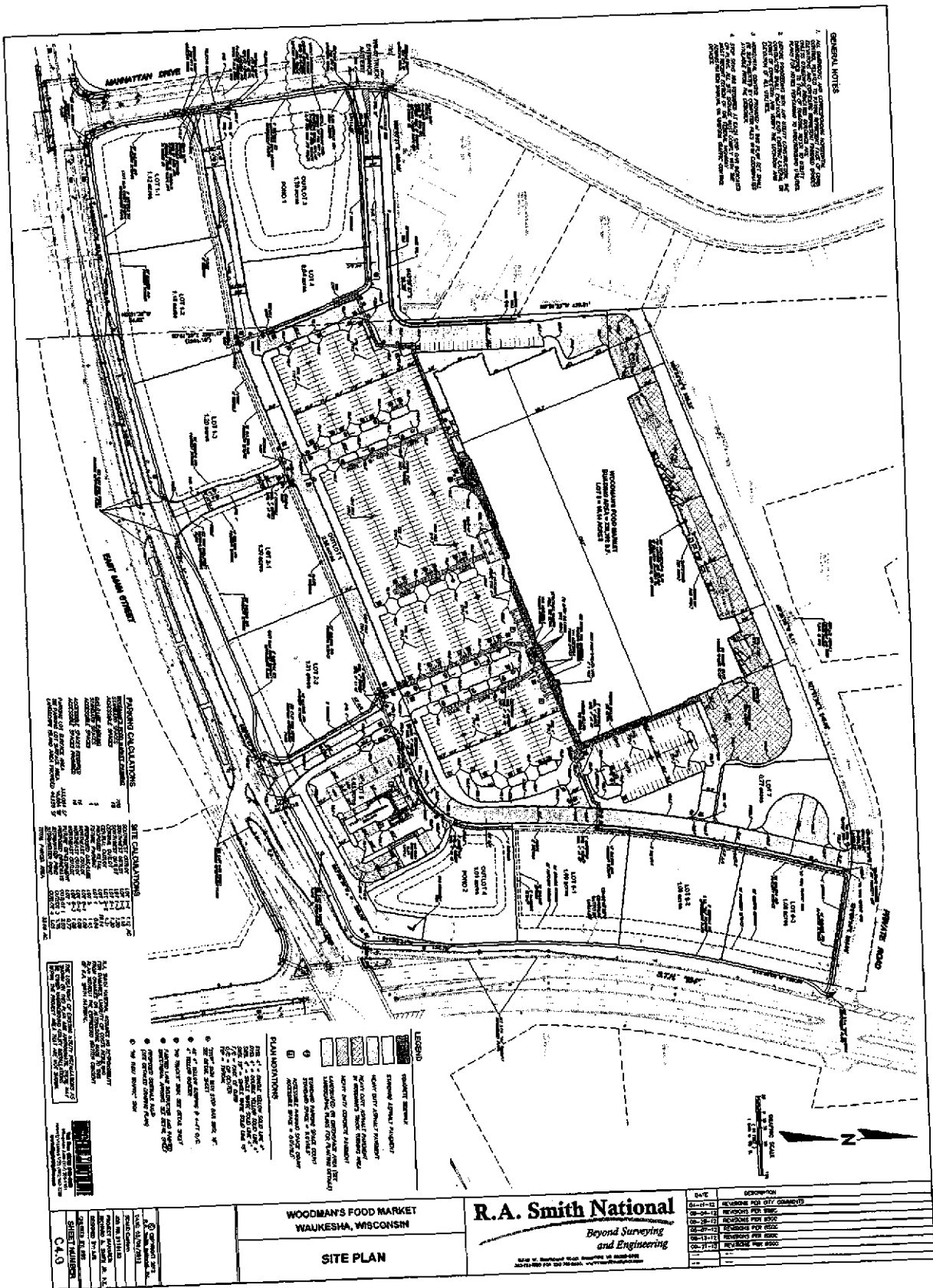
EXHIBIT B

EXHIBIT C

Plan Commission Standards as established at the time of the signing of this agreement.

CURBING

All paved areas must be curbed.

TRASH ENCLOSURES

Trash and recycling areas shall be fully enclosed by a masonry wall of a material compatible with the building, seven (7) feet tall, with gates consisting of cedar boards on a metal frame.

GRADING

Parking areas should not be steeper than 5% or flatter than 1%.

Green areas should be no steeper than 3:1.

RETAINING WALLS

Must be made of decorative masonry.

No wall may be higher than five (5) feet.

Terraced walls must be separated by at least five (5) feet.

LIGHTING

Must be decorative fixtures on maximum twenty (20) foot poles on four (4) foot bases.

Must be high-pressure sodium or LED with a correlated color temperature of 4000k or less.

ROOF-TOP MECHANICALS

Must be screened with a material compatible with the material of the building.

Screening must be as high as the unit being screened.

Screening and the roof-top units must be shown on the final building elevation drawings.

ARCHITECTURAL DESIGN

COMPATIBILITY

The architectural design of each building must be compatible with the design of other buildings in the area.

WRAP-AROUND ARCHITECTURE

All sides of the building shall be designed with details that complement the front façade. Side and back facades that are visible from the street or to the public shall receive equal design attention.

WALL MATERIALS

Durable exterior materials shall be used. Materials such as masonry, stone, stucco, and wood are encouraged. Except for M-1 and M-2 districts, metal is not allowed as the primary building material, though it may be used for accents.

Where masonry is used for exterior finish, decorative patterns must be incorporated. Examples of these decorative patterns include multicolored masonry units such as brick, stone, or cast stone, in layered or geometric patterns, or split-faced concrete block to simulate a rusticated stone-type construction. Plain concrete block is not acceptable.

The use of false brick or other “faux” sidings is discouraged. The lower portion of each wall shall be brick, stone, or masonry to minimize damage to the building.

Painting of brick and stone is discouraged.

Wood siding must be bevel, shingle siding, or channel siding.

Buildings must incorporate changes in relief on at least twenty (20) percent of their primary façade and at least ten (10) percent of each remaining façade. Relief changes include cornices, bases, fenestration, fluted masonry, or other treatments.

WALL PLANES

Single, large building masses shall be avoided. A minimum of twenty (20) percent of each façade shall employ actual façade protrusions or recesses such as fascias, balconies, canopies, arcades, building setbacks of 3 feet or more or other multidimensional design features to break up large wall surfaces.

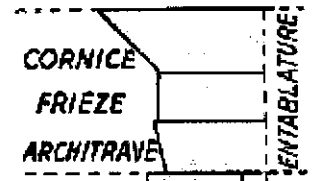
WINDOWS

Window and door placement should be used to avoid large blank walls on elevations visible from the street or to the public. Every façade that faces a public street must contain at least twenty (20) percent of the wall area in display windows, windows, or doorways. This standard is lowered to ten (10) percent for all other walls that are visible to the public.

ROOF LINES

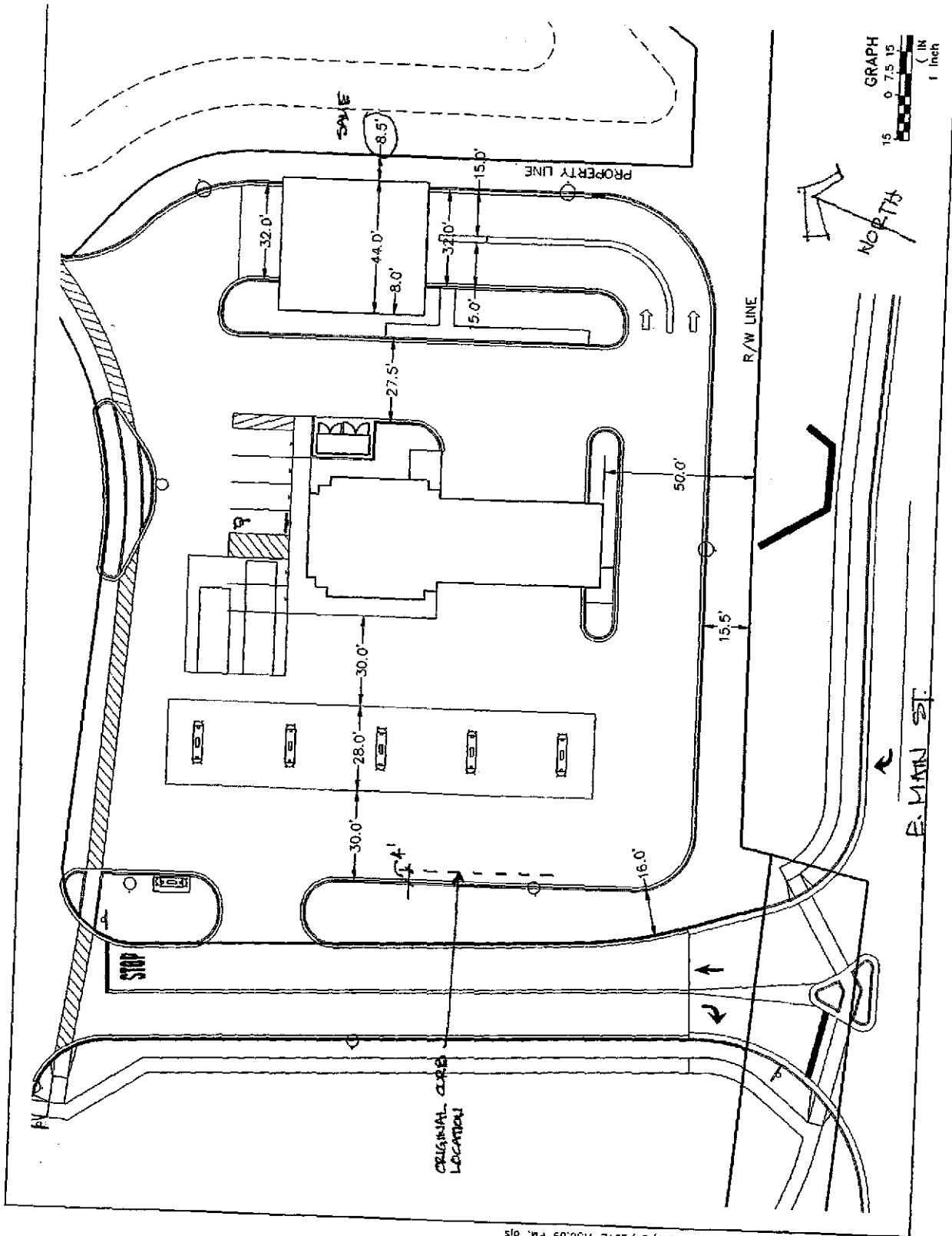
Roofs and the tops of building walls shall be designed to sufficiently break planes and horizontal lines, reflect sunlight, and add interest to the structures they are a part of and to minimize buildings from appearing as big, flat boxes.

Decorative devices, such as molding, entablature, and friezes, are expected at the roofline. Where such ornamentation is present in the form of a linear molding or board, the band must be at least eight inches wide.



A minimum of twenty (20) percent of all of the combined linear roof eave or parapet lines of the structure shall employ differences in height. For buildings over fifty thousand (50,000) square feet, such differences must be generally four (4) feet or more as measured eave to eave or parapet to parapet, and shall be in proportion to the scale of the building.

EXHIBIT D



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