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PUD DEVELOPMENT AGREEMENT

BETWEEN THE

VILLAGE OF HARTLAND

AND

3LP HARTLAND SENIOR LLC

EFFECTIVE DATE:

[_____], 2024

INDEX

[TO BE ADDED ONCE COMPLETE]

EXHIBIT LIST

Exhibit 1	Property Legal Description
Exhibit 2	CSM
Exhibit 3	Senior Living Parcel Legal Description
Exhibit 4	Architectural Plans and Specifications
Exhibit 5	Dedicated Improvements
Exhibit 6	Civil Engineering Plans
Exhibit 7	[Intentionally Omitted]
Exhibit 8	[Intentionally Omitted]
Exhibit 9	Private Hydrant Maintenance Agreement
Exhibit 10	Storm Water Management, Facility Maintenance and Easement Agreement
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Exhibit 13	Lighting Plan
Exhibit 14	Walking Path and Fire Access Road
Exhibit 15	Walking Path Easement Agreement

1 **PUD DEVELOPMENT AGREEMENT**

2 THIS PUD DEVELOPMENT AGREEMENT (“Agreement”) is made, effective as of the
3 date of the recording of this Agreement (as provided in Section XVI.A. below) (the “Effective
4 Date”), by and between the VILLAGE OF HARTLAND, a Wisconsin Municipality (“Village”),
5 and 3LP HARTLAND SENIOR LLC, a Wisconsin limited liability company (“Developer” and,
6 collectively, with the Village, the “Parties” and each a “Party”).

7 **RECITALS**

8 WHEREAS, Developer intends to acquire approximately 3.76 acres of land in the Village
9 that is a portion of Lot 2 of CSM 12091 on Campus Drive, which full Lot 2 is more fully identified
10 in the attached Exhibit 1, which is hereby incorporated by reference (the “Property”); and

11 WHEREAS, in order to proceed with the planned development described herein,
12 Developer and the owner of the Property need to obtain approval from the Village to divide the
13 Property by a recorded certified survey map (the “CSM” Exhibit 2) to be recorded by Developer
14 and the owner of the Property prior to the recording of this Agreement and which CSM will divide
15 the Property to create Lot 2 (the “Senior Living Parcel”) and Outlot 1 (“Outlot 1”); and

16 WHEREAS, Developer seeks to develop the Senior Living Parcel by constructing a senior
17 housing continuum of care facility, comprised of not more than 120 senior housing units (the
18 “Senior Living Project”) to be located on the Senior Living Parcel legally described in Exhibit 3
19 attached hereto; and

20 WHEREAS, Developer requested that the Senior Living Parcel be rezoned as a Planned
21 Development Overlay with underlying zoning of RM-1 under of the Village Code of Ordinances;
22 and

23 WHEREAS, the Village conducted a public hearing concerning the work to be done with
24 respect to the Senior Living Parcel, and the rezoning of the Senior Living Parcel on [October 14,
25 2024]; and

26 WHEREAS, the Senior Living Parcel was approved for rezoning subject to recordation on
27 [October 28, 2024] as RM-1 with PUD overlay; and

28 WHEREAS, Developer has provided plans and specifications for the Senior Living Project
29 (attached hereto and incorporated by reference as Exhibit 4) and such plans and specifications as
30 approved by the Architectural Board and Plan Commission are hereafter generally referred to as
31 the “Plans and Specifications” but are more specifically listed and indexed on Exhibit 4; and

32 WHEREAS, the Architectural Board and Plan Commission, at its meetings dated [October
33 21, 2024], recommended approval of Developer’s Plans and Specifications, the CSM, and
34 regrading and rezoning of the Senior Living Parcel; and

35 WHEREAS, the Architectural Board and Plan Commission has further recommended
36 approval of the Senior Living Project conditioned upon entry by the Village and Developer into a

37 Development Agreement and its approved recording as required by this contract as allowed by
38 Section 46-809(c) of the Village Code of Ordinances; and

39 WHEREAS, the Village is requiring that, as conditions of development approval, that
40 Developer install certain improvements listed in the attached Exhibit 5 that are to be provided by
41 Developer and dedicated to the Village upon completion as listed on Exhibit 5 (the “Dedicated
42 Improvements”); and

43 WHEREAS, on [October 28, 2024], the Village Board approved the CSM and
44 conditionally approved Developer’s Plans and Specifications on the Senior Living Parcel, grading
45 and installation of permanent comprehensive storm water improvements, the private roads, internal
46 private water and private sanitary sewer systems, and Storm/Surface Water System all as more
47 particularly described in Exhibit 4 to this Agreement, contingent on Developer and the Village
48 entering into this Agreement and further subject to the terms, conditions, and provisions of this
49 Agreement, all subject to the CSM being recorded and Developer obtaining title to the Senior
50 Living Parcel in fee simple as an absolute contractual preconditions before the recording of this
51 Agreement against the Senior Living Parcel.

52 **AGREEMENT**

53 NOW, THEREFORE, the Village and Developer acknowledge and agree that, in
54 consideration of the granting of approval of the Senior Living Project by the Village Board, for
55 One Dollar (\$1), and the representations by Developer, the mutual promises set forth herein, and
56 other good and valuable consideration, the receipt and sufficiency of which is hereby
57 acknowledged, the Parties hereby agree as follows:

58 **ARTICLE I**
59 **RECITALS**

60 The recitals set forth above are hereby incorporated and fully made part of this Agreement.

61 **ARTICLE II**
62 **REMOVAL OF EXISTING STRUCTURES/EROSION CONTROL**

63 A. Erosion Control. Developer shall install and maintain Wisconsin Department of
64 Natural Resources (“WDNR”) approved erosion control methods in accordance with its WDNR
65 Notice of Intent permit as well as Village issued erosion control permit during any ground
66 disturbing activities on the Property. Developer and all of its successors in interest or assigns shall
67 thereafter provide and maintain erosion control in accordance with the SWM Agreement in
68 perpetuity.

69 B. Authorizations. Developer shall acquire all necessary permits and authorizations,
70 including but not limited to Village sewer and water lateral disturbance permits, to accomplish any
71 work requiring such authorizations and permits, at Developer’s sole cost and expense. Further,
72 Developer shall comply in all material respects with the approved Plans and Specifications,
73 including, but not limited to, those attached hereto as Exhibits 4 thru 15 for the Project.

74 C. Utility Readiness. All earthwork activities with respect to applicable underground
75 utilities on the Senior Living Parcel and Outlot 1 shall be completed to subgrade in manner
76 commensurate with beginning any utility construction work, such that the earthwork will
77 commence at the entry point to Outlot 1 and must have installed control and hydrant valves
78 sufficient the Project prior to Developer proceeding with vertical construction.

79 D. Restoration. All areas of the Property on which construction is not actively ongoing
80 that have been disturbed by Developer's construction activities shall be restored to a grade
81 compatible with the overall SWM Plan (as hereinafter defined) and vegetated within thirty (30)
82 days of the cessation of any grading on such parcel, weather permitting.

83 **ARTICLE III**
84 **IMPROVEMENTS**

85 Developer hereby agrees that, upon undertaking any land disturbing activities for the
86 Senior Living Project on the Property, Developer shall construct the following improvements in
87 substantial accordance with the Plans and Specifications as follows:

88 A. Buildings. Developer shall build a four (4) story continuum of care senior living
89 facility in one phase. Construction by Developer shall be in substantial accordance with the Plans
90 and Specifications set forth in Exhibit 4 to be completed within twenty-four (24) months from the
91 first issuance of the building permit for the Senior Living Project improvements. For purposes of
92 calculating permissible unit density for the Senior Living Project, the aggregate square footage of
93 Outlot 1 and the Senior Living Parcel shall be taken into account; provided, however, that prior to
94 conveyance of the Senior Living Parcel to Developer and recordation of this Agreement, the owner
95 of the Property shall record against the entire Property a declaration in the form attached as Exhibit
96 12 (the "Property Declaration"). The Property Declaration shall prohibit development of additional
97 improvements on Outlot 1 to the extent such improvements would, when combined with the
98 improvements on the Senior Living Parcel, violate Village restrictions on the density of Outlot 1
99 and the Senior Living Parcel in the aggregate.

100 B. Sanitary Sewer.

101 1. Developer shall construct, install, and furnish a completed private sanitary
102 sewer system for the Senior Living Project in substantial accordance with the Plans and
103 Specifications set forth in Exhibit 6. The Senior Living Project sanitary sewer improvements
104 located on the Property shall be private improvements and may be connected to the Village
105 sanitary sewer system subject to testing/inspection and the dedication of connecting
106 components, if any, to the Village's sewer system, at the sole discretion of the Village and
107 at the sole expense of Developer.

108 2. As a condition of obtaining any plumbing permit(s) pertaining to the Senior
109 Living Project, Developer shall acquire for the Senior Living Project and submit to the
110 Village evidence of Wisconsin Department of Safety and Professional Services approval
111 and submit a copy of documents evidencing same to the Village Engineer prior to
112 commencing the installation of the private sanitary sewer system.

113 3. As a condition of obtaining any plumbing permit(s) pertaining to the Senior
114 Living Project, Developer shall obtain prior approval for the Senior Living Project from the
115 Del-Hart Sewerage District (“D-H SD”) and submit a copy of such documents evidencing
116 same acceptable to the Village Engineer and the Village Public Works Director.

117 4. All work on any private sanitary sewer/plumbing shall be in accordance
118 with “Standard Specifications for Sewer and Water Construction in Wisconsin” and the
119 applicable specifications and standards required by D-H SD.

120 5. Developer shall be responsible for payment of the connection and permit
121 charges associated with said private sanitary sewer system for the Senior Living Project.

122 6. Developer shall, at its sole expense, furnish one set of “as-built” plans for
123 all installed private sanitary sewer system elements; including location and elevation of
124 laterals at the connection points together with an electronic file copy of said plans
125 compatible with the Village’s GIS software. Developer shall be responsible for any costs
126 of integrating said GIS data into the Village’s GIS database, not to exceed \$2,500 in the
127 aggregate for all GIS integration under this Agreement.

128 C. Water Service.

129 1. Developer shall be solely responsible to provide sufficient water service
130 from the Village of Hartland Water Utility to the Senior Living Project in accordance with
131 all applicable provisions of law and the applicable Wisconsin Administrative Code
132 provisions, regulations and Hartland ordinances and Hartland Water Utility requirements.
133 The Parties acknowledge and agree that the above-described water service is subject to
134 approval by the Village of Hartland Water Utility. Developer shall be responsible for the
135 installation of all internal private water lines within the Senior Living Project and for
136 connecting to any main that may proceed within any Village of Hartland right of way. The
137 plans for all water mains intended to provide water to any portion of the Property shall be
138 approved by the Village of Hartland and the proposed main locations are contemplated to
139 be as shown on Exhibit 6 attached hereto. Developer shall dedicate to the Village connecting
140 components, if any, at the sole discretion of the Village, at the sole expense of Developer.

141 2. The primary connection point to the Village Water Utility water main shall
142 be as depicted on Exhibit 6. The primary connection point will have a master meter pit. The
143 public water main shall extend to the gate valves on the public side of the meter pit at the
144 sole expense of the Developer. The water lateral connected to the water main, meter pit,
145 valves and hydrants on the private side of said gate valve will all be privately owned. The
146 meter in the meter pit will be provided by and owned by the Village of Hartland and shall
147 be paid for by the Village.

148 3. Developer shall, at its sole expense, furnish one set of “as-built” plans of
149 the water system provided by Developer under this Agreement together with survey
150 coordinate locations for bend, valves, meter pits, fire hydrants, and other structures and
151 components provided by Developer under this Agreement, both on and off the Property,
152 together with an electronic data file for integration into the Village’s GIS database.

153 Developer shall be responsible for the actual costs of integration of said data into the
154 Village’s GIS database, not to exceed \$2,500 in the aggregate for all GIS integration under
155 this Agreement.

156 4. As a condition of the issuance of the occupancy permit, Developer shall
157 construct, install, furnish, and provide fire suppression systems for the Senior Living Project
158 to the extent required by and in accordance with plans and specifications approved by the
159 State of Wisconsin as provided in the Plans and Specifications attached as Exhibit 4.

160 D. The occupancy permit shall not be processed or issued unless a Private Hydrant
161 Maintenance Agreement has been executed and recorded in the form attached hereto as Exhibit 9,
162 and until the water distribution system servicing the Senior Living Project improvements have
163 been satisfactorily connected to the Village system as determined by the Village Engineer.

164 E. Storm/Surface Water System.

165 1. Developer shall construct, install, furnish, and provide facilities for storm
166 and surface water drainage management for the Senior Living Parcel and Outlot 1 (the
167 “SWM System”) in substantial accordance with the Plans and Specifications set forth in
168 Exhibit 6 or as may need to be modified to be in accordance with all applicable State,
169 Federal, and Village statutes, regulations, ordinances, and D-H SD regulations and the
170 Storm Water Management Plan agreed to by Developer and the Village (the “SWM Plan”)
171 and incorporated into a Storm Water Management, Facility Maintenance and Easement
172 Agreement in the form attached hereto as Exhibit 10 (the “SWM Agreement”) to be entered
173 into by Developer prior to commencement of construction of the Senior Living Project.

174 2. The SWM System shall be a private improvement and will not be dedicated
175 to the Village.

176 3. The Village shall have no obligation to issue any occupancy permits until
177 the SWM System has been inspected by the Village Engineer and deemed to have been
178 installed in substantial accordance with the Plans and Specifications or any needed
179 modifications/amendments of same in the opinion of the Village Engineer to address any
180 deficiency of the storm and surface drainage system to perform in accordance with the
181 design criteria in the SWM Agreement approved by the Village Engineer.

182 4. Developer shall, at its sole expense, furnish one set of “as-built” plans of
183 the SWM System provided by Developer under this Agreement together with survey
184 coordinate locations for manholes, inlets, and other structures and components provided by
185 Developer under this Agreement, both on and off the Senior Living Parcel, together with an
186 electronic data file for integration into the Village’s GIS database. Developer shall be
187 responsible for the actual costs of integration of said data into the Village’s GIS database,
188 not to exceed \$2,500 in the aggregate for all GIS integration under this Agreement.

189 5. Developer, together with its successors and assigns shall be responsible for
190 the inspection on not less than an annual basis, perpetual maintenance, operation, and
191 replacement of all storm/surface water facilities or components as required under the SWM

192 Agreement WHICH CAN BE ENFORCED BY THE VILLAGE ENGINEER, PUBLIC
193 WORKS DIRECTOR OR BUILDING INSPECTOR INDEPENDENTLY.

194 F. Landscaping.

195 1. Developer shall seed and otherwise landscape the Senior Living Parcel and
196 Outlot 1 in substantial accordance and pursuant to Developer's Plans and Specifications set
197 forth in Exhibit 11.

198 2. Developer shall provide and plant on the Senior Living Parcel and Outlot 1
199 all trees/shrub plantings of the size and species, and at the locations, identified in
200 Developer's Plans and Specifications set forth in Exhibit 11, provided, however, that
201 Developer may substitute larger size plantings of the same species. Following the planting
202 of said trees and shrubs, Developer shall water and maintain said trees and shrubs on the
203 Senior Living Parcel and Outlot 1 to ensure their survival for not less than twelve (12)
204 months from the date of substantial completion of the Senior Living Project. In the event
205 any tree(s) or shrub(s) fails to survive twelve (12) months following its planting, Developer
206 shall replace said tree(s) or shrub(s) with substantially like kind of species and size that said
207 trees or shrubs should have been at the time of replacement at its sole expense.

208 G. Roads and Parking.

209 1. Developer shall grade, construct, and surface private roads, driveways, and
210 parking areas for the Senior Living Project on the Senior Living Parcel and Outlot 1 as
211 shown on, and in substantial accordance with the Plans and Specifications set forth in
212 Exhibit 6.

213 2. Direct vehicular access to the Senior Living Parcel from public streets shall
214 be only via Campus Drive and over and through Outlot 1 as shown on, and in substantial
215 accordance with, the Plans and Specifications set forth on Exhibit 6. The Senior Living
216 Parcel shall be the beneficiary of a cross access, parking and maintenance, and utilities
217 easement pursuant to the Property Declaration.

218 3. Exterior Lighting and Signage. Developer shall provide and install exterior
219 lighting and signage for the Senior Living Parcel and Outlot 1 in substantial accordance with
220 the Plans and Specifications set forth in Exhibit 13. Developer, together with its successors
221 and assigns shall bear all electrical and operational expenses for all lighting on the Senior
222 Living Parcel.

223 H. Permits. The Village is prepared to grant Developer the permits and authorizations
224 required to complete the Senior Living Project, provided Developer complies with all the
225 requirements for the issuance of such permits and authorizations.

226 I. Pathways/Fire Access Lane.

227 1. Developer agrees that the Village is requiring the installation and
228 maintenance of an asphalt walking path for the Senior Living Project in substantial
229 accordance with the Plans and Specifications set forth in Exhibit 14 (the "Walking Path").

270 applicable re-inspection, the Village shall within fifteen (15) days following the date of such notice
271 and subject to inspection and approval of the Village, by resolution, accept the dedication of all
272 completed Dedicated Improvements. Simultaneous with the acceptance by the Village of any
273 public sanitary sewer or public water improvement on the Property, Developer shall, at its sole
274 expense, furnish to the Village one set of “as built” plans for the applicable sanitary sewer
275 improvement in an electronic format acceptable to the Village.

276 C. Construction Warranty for Dedicated Improvements. Developer warrants that all
277 materials and workmanship furnished by Developer for the Dedicated Improvements shall remain
278 in good and sound condition for and during a period of twelve (12) months from the date after final
279 acceptance by the Village of each Dedicated Improvement.

280 D. Obligation to Repair. Developer shall make or cause to be made, at its own
281 expense, any and all repairs which may become necessary under and by virtue of Developer’s
282 warranty and leave the Dedicated Improvements in good and sound condition, except to the extent
283 intentionally or negligently caused by the Village, its agents, employees, or third-party contractors.

284 E. Notice of Repair. If during a warranty period, the Dedicated Improvements shall,
285 in the reasonable and professional opinion of the Village Engineer in his/her discretion, require
286 any repairs or replacements which in his/her reasonable judgment are necessitated by reason of
287 settlement of foundation, structure or backfill, or other defective workmanship and/or materials,
288 Developer shall, upon written notification by the Village Engineer of the necessity for such repairs,
289 make such repairs, at its own cost and expense. In the event Developer fails to make such repairs
290 within a reasonable time after written notice has been sent as provided herein, or fails to start work
291 within thirty (30) days, except in an emergency, after such written notice, weather permitting, the
292 Village may cause such work to be done, but has no obligation to do so, either by contract or
293 otherwise. Developer shall, within thirty (30) days of being invoiced by the Village, pay any
294 excess cost or expense actually incurred in the correction process. If Developer fails to make
295 payment within said thirty (30) days, the Village may impose a special charge against the Property
296 pursuant to Wis. Stat. § 66.0627, as subsequently amended from time-to-time.

297 F. Maintenance Prior to Acceptance.

298 1. Developer shall maintain the Dedicated Improvements until such time as
299 they are accepted by the Village. This maintenance shall include routine maintenance, such
300 as dust suppression, crack filling, and the like.

301 2. In cases where emergency maintenance is required, such as sewer blockages
302 within the boundaries of the Property or on Dedicated Improvements, the Village retains the
303 right, after first attempting to work directly with Developer and Developer’s contractors and
304 agents, to complete the required emergency maintenance in a timely fashion and shall have
305 authority to impose a special charge against the Property pursuant to Wis. Stat. §66.0627.

306 3. All improvements to be dedicated to the Village under this Agreement shall
307 be maintained by Developer until they are accepted so they substantially conform to the
308 applicable Plans and Specifications attached as exhibits to this Agreement at the time of
309 their acceptance by the Village.

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**ARTICLE V
MISCELLANEOUS REQUIREMENTS**

312 A. Facilities to Be Placed Underground. All newly installed facilities associated with
313 the transmission/delivery of electrical, telephone, gas, water and communications services shall be
314 underground. Normal and customary above-ground facility components such as transformers,
315 service pedestals, gas vents and the like approved in writing by the Village Engineer in his
316 reasonable discretion are permissible. Coordination of installation as shown on the Plans and
317 Specifications shall be the responsibility of Developer.

318 B. Manner of Performance. Developer shall cause all construction called for by this
319 Agreement to be carried out and performed in a good and workmanlike manner consistent with
320 current best practices in the construction of senior housing facilities in the southeastern Wisconsin
321 area.

322 C. Authorizations. Developer hereby agrees to obtain all necessary authorizations and
323 approvals from all governmental authorities, including but not limited to the Village and State of
324 Wisconsin, prior to the start of construction, demolition, and/or regulated abatement. Developer
325 shall be solely responsible for payment of all applicable authorization fees and costs.

326 D. Locations/Existing Public Utilities. Developer agrees that the locations of existing
327 Village sanitary sewer, water main, and storm water facilities as indicated on the approved Plans
328 and Specifications and any other Village records are approximate locations only. Each party is
329 solely responsible for definitively locating the other parties' existing facilities in the field, and no
330 party hereto shall bear any liability if any of said facilities are not located as may be contained in
331 the approved Plans and Specifications and any other Village records. The Parties hereto shall take
332 commercially reasonable steps so as to not interfere with the existing facilities of any other party.

333 E. Pre-Demolition, Pre-Construction and Construction Meetings. Developer and its
334 general contractor(s) shall attend pre-demolition and pre-construction meetings and construction
335 meetings not more than once weekly as requested by Village staff prior to conducting demolition
336 and construction and during construction of the Senior Living Project.

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**ARTICLE VI
TIME**

339 A. Commencement and Completion. Developer shall complete, or cause the
340 completion of, the following aspects of the improvements of the Senior Living Parcel, all in
341 compliance with the requirements of this Agreement, and in accordance with the following Senior
342 Living Project schedules:

343 1. Commencement of Senior Living Project. Developer shall commence
344 demolition and construction of the Senior Living Project no later than twelve (12) months
345 after the Effective Date.

346 2. Completion of SWM System. Except for punch list items relating to such
347 improvements which shall be diligently pursued to completion thereafter by Developer, not

348 later than substantial completion of the Senior Living Project improvements and prior to any
349 occupancy permit being issued for the Senior Living Project.

350 3. Completion of Senior Living Project landscaping. Developer shall complete
351 all Senior Living Project landscaping, in accordance with the Plans and Specifications,
352 within four (4) months of certificate of occupancy of the Senior Living Project
353 improvements; provided that such period will be extended if completion is delayed due to
354 inadvisability of landscaping due to the typical seasonal weather during any of such four (4)
355 month period.

356 4. Completion of Senior Living Project Improvements. Developer shall
357 complete all Senior Living Project improvements within twenty-four (24) months of the
358 issuance of a building permit for the Senior Living Project improvements.

359 B. Improvements. Time is of the essence as to all timelines set forth in this Agreement.
360 Subject to Section VI.D. of this Agreement, upon the failure of Developer to meet one or more
361 deadlines specified in this Agreement, in the event Developer has commenced the Senior Living
362 Project, the Village may (but is not required to) restore the Property to grade and stabilize the
363 Property to achieve a dust-free, erosion proof condition. This Section shall be construed to
364 preclude the Village's authority to remove any building constructed by Developer on the Property
365 solely due to Developer's failure to meet one or more timelines specified in this Agreement unless
366 Developer has substantially ceased construction activity on the Senior Living Project for more than
367 twelve (12) calendar months. In the event the Village performs work on the Property under this
368 Section, the Village may charge Developer one hundred and seven and one-half (107.5%) of the
369 actual costs incurred by Village in restoring the Property to grade and stabilizing the Property to a
370 dust-free, erosion-proof condition. If Developer or its successor in interest fails to pay such
371 invoice, the Village shall have the right to assess a special charge against the Property, or any
372 portion thereof, under Wis. Stat. § 66.0627 as subsequently amended from time-to-time.

373 C. Solely at the discretion of the Village, Developer may be deemed to have forfeited
374 its rights under this Agreement to construct the improvements set forth in the Plans and
375 Specifications upon occurrence of any one or more of the following events:

376 1. Developer fails to commence construction within the times permitted under
377 of this Agreement, as applicable; or

378 2. Developer fails to obtain all required building permit(s) following the
379 recording date of this Agreement with the Waukesha County Register of Deeds Office (the
380 "Recording Date") on or before twelve (12) months after the Effective Date.

381 D. Cause of Delay and Notice of Default.

382 1. If delay in completion of any improvements on the Property described in
383 this Agreement is caused or contributed to by labor disputes, casualties, acts of God or the
384 public enemy, governmental embargo restrictions, shortages of fuel, labor or materials,
385 pandemics, epidemics, public health related issues, riots, public insurrection, action or non-
386 action of public utilities or of local, state or federal governments, agencies or departments
387 affecting the work or other causes beyond Developer's reasonable control, then the time of

388 completion of such improvement shall be extended for the additional time caused by such
389 delay.

390 2. Developer shall give written notice to the Village Engineer within thirty
391 (30) calendar days of the first occurrence and each subsequent occurrence of each claimed
392 delaying event together with full substantiation that the event qualifies for the granting of
393 additional time under this Section. Failure by Developer to provide written notice within
394 the time provided hereunder shall constitute a waiver by Developer of any right or
395 entitlement to any extension under the terms of this Section.

396 **ARTICLE VII**
397 **PAYMENT OF VILLAGE FEES**

398 A. Reimbursement. Developer agrees to reimburse the Village for its planning,
399 engineering, and inspection of the Senior Living Project and for its legal work negotiating and
400 enforcing this Agreement and the other agreements associated with this Agreement. Village shall
401 keep a detailed accounting of such costs and bill Developer at the rates contracted by the Village
402 for such services.

403 B. Upfront Fees. Developer shall pay to the Village within thirty (30) days after a
404 receipt of an invoice and reasonable supporting documentation therefore:

405 1. The Village's reasonable engineering and legal expenses incurred with
406 respect to this Agreement in an aggregate amount not to exceed \$30,000 (the "Cap"). THE
407 VILLAGE SHALL ALSO BE ENTITLED TO BILL FOR ALL SERVICES WITH
408 RESPECT TO THE MONITORING OR ENFORCEMENT OF THIS AGREEMENT,
409 AND THE CAP SHALL NOT APPLY TO SUCH SERVICES.

410 2. The Developer hereby acknowledges and agrees that there are municipal
411 sanitary sewer, water connection and other impact, reserve capacity, or similar municipal
412 impact fees due or owing as a result of the Senior Living Project (collectively "Fees"), all
413 of which shall be paid prior to the issuance of the building permit for the Senior Living
414 Project.

415 3. Developer acknowledges that it shall be responsible for the full payment of
416 all applicable building permit fees and all applicable D-H SD fees prior to the issuance of
417 the building permit for the Senior Living Project.

418 C. Permit Fees. Developer shall be responsible for payment of all applicable
419 municipal permit or related fees set forth in the Village Code of Ordinances or any fee schedule
420 adopted and used by the Village and the costs of all inspections of the Senior Living Project.

421 **ARTICLE VIII**
422 **INDEMNIFICATION AND INSURANCE**
423

424 A. Indemnification. In addition to, and not to the exclusion or prejudice of, any
425 provisions of this Agreement or documents incorporated herein by reference, Developer, or its
426 successors in interest, shall INDEMNIFY AND SAVE HARMLESS the Village, its officers,

427 agents and employees, and shall defend the same from and against any and all liability, claims,
428 loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like,
429 which result from or arise in the course of, out of, or as a result of the performance, mis-
430 performance, or nonperformance of Developer's obligations under this Agreement or Developer's
431 negligent construction of improvements covered thereby until the granting of the occupancy permit
432 pertaining to the Senior Living Project. The language of this Article VIII notwithstanding,
433 Developer shall have no obligation to indemnify, save harmless or defend the Village to the extent
434 of liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys'
435 fees, and the like resulting from negligent or intentional acts of the Village, its officers, agents, or
436 employees. In every case where Developer is obligated to indemnify and save harmless the
437 Village, its officers, agents and employees, if judgment is rendered against the Village, its officers,
438 agents, or employees and notice and opportunity to defend was given to Developer of the pendency
439 of the suit within ten (10) days after service of the summons and complaint on the Village, such
440 judgment shall be conclusive upon Developer not only as to the amount of damages, but also as to
441 its liability to the Village and/or its officers, agents, and employees.

442 B. Insurance. Developer shall maintain and cause its general contractor(s) and all
443 subcontractors to maintain at all times and naming the Village, its officers, employee and agents
444 as additional insureds, until one year following the granting by the Village of the final occupancy
445 permit for the Senior Living Project, insurance with minimum limits and coverage as shown below:

446 1. Worker's Compensation, including Occupational Disease, Insurance
447 meeting the statutory requirements of the State of Wisconsin, and Employer's Liability
448 insurance in an amount of at least One Million Dollars (\$1,000,000).

449 2. Comprehensive Liability Insurance providing limits for bodily injury and
450 personal injury of One Million Dollars (\$1,000,000) per occurrence with an aggregate of
451 Two Million Dollars (\$2,000,000). The policy must include the Village and its agents,
452 officers and employees as "additional insureds" and provide premises, operations, elevators,
453 damage, blanket contractual covering indemnities within contract documents, products and
454 completed operations coverage and be endorsed as "primary and non- contributory" to any
455 insurance of the additional insured, except from their negligence.

456 3. Comprehensive Automobile Liability Insurance, on occurrence basis,
457 covering all owned, non-owned, and hired vehicles with limits of liability equal to those set
458 forth in Section VIII.B.2. above.

459 4. Developer shall furnish the Village policy declarations and endorsements
460 evidencing additional insureds to policies covering the above-recited insurance
461 requirements. All policy endorsements must state that notice of any material change in
462 coverage, non-renewal, or cancellation will be provided to the Village thirty (30) days prior
463 to the effective date of any such change, non-renewal, or cancellation. The form of the
464 policy endorsements will be subject to the approval of the Village Manager or his designee.
465 The policy endorsements shall be delivered prior to the commencement of any ground
466 disturbing construction pursuant to this Agreement. PRESENTMENT OF PROOF OF THE
467 COMPLETE PROCUREMENT OF THE COVERAGE INDICATED IN THIS ARTICLE
468 VIII IN THE FORM OF DECLARATIONS AND ENDORSEMENTS SHALL BE A

469 PRECONDITION TO THE ISSUANCE OF ANY PERMITS. AN ACORD 25 SHALL
470 NOT BE DEEMED ACCEPTABLE PROOF. PROOF OF THE RENEWAL OF SUCH
471 COVERAGE SHALL BE PRESENTED AS SOON AS AVAILABLE AND PRIOR TO
472 THE EXPIRATION OF ANY PERIOD OF COVERAGE FOR ANY TYPE OF
473 INSURANCE.

474 5. It is understood and agreed that the insurance coverage and limits required
475 above shall not limit the extent of Developer's responsibilities and liabilities pursuant to this
476 Agreement or imposed by law.

477 **ARTICLE IX**
478 **GENERAL CONDITIONS AND REGULATIONS**

479 All the provisions of the Village Code of Ordinances relating to use and development of
480 land, as amended from time-to-time, are incorporated herein by reference to the extent then
481 applicable, and all such provisions shall bind the parties hereto and be a part of this Agreement as
482 fully as if set forth at length herein. This Agreement and all work and improvements required
483 hereunder shall be performed and carried out in accordance with the customary or better practices
484 in the construction industry for Class A senior living facilities in southeastern Wisconsin subject
485 to and in accordance with said ordinances and this Agreement.

486 **ARTICLE X**
487 **AMENDMENTS**

488 The Village Board and Developer, by mutual consent, may amend this Agreement only
489 upon entry into a subsequent written agreement approved at a meeting of the Village Board of
490 Trustees for the Village of Hartland. The Village Board shall not, however, consent to an
491 amendment until after first having received a recommendation from the Village Plan Commission
492 in accordance with applicable Village ordinances.

493 **ARTICLE XI**
494 **NOTICE**

495 Any notice given hereunder shall be in writing and personally delivered, mailed by
496 registered or certified mail, return receipt requested, or delivered via overnight courier: To the
497 Village: Village Clerk, Sandy Policello, Wisconsin 210 Cottonwood Avenue, Hartland, Wisconsin
498 53029, and to Developer: 3LP Hartland Senior LLC, c/o Three Leaf Partners LLC, 504 W. Juneau
499 Avenue, Milwaukee, Wisconsin 53203, Attention: Matt Burow and John Ford, with a copy to
500 Derek Taylor at the same address. Any party may, by notice as provided above, designate a
501 different address from time to time. Any such notice shall be effective on the date of receipt.

502 **ARTICLE XII**
503 **DEFAULT BY DEVELOPER**

504 A. The failure of the Village to insist in any one or more instances upon performance
505 of, or compliance with any term or condition of this Agreement shall not be construed as a waiver
506 of future performance. The obligations of Developer with respect to such term, covenant, or
507 condition shall continue in full force and effect.

508 B. In addition to any other remedies otherwise provided under this Agreement or the
509 Village Code of Ordinances, the Village shall have the right to withhold inspections and/or permits
510 for the Senior Living Project and/or to bring an action in the Circuit Court for Waukesha County
511 for violation(s) of this Agreement and shall be entitled to recover reasonable attorneys' fees from
512 the defaulting Developer and any contractor in violation of any Village ordinance or this
513 Agreement.

514 **ARTICLE XIII**
515 **TRANSFER OF OWNERSHIP AND PAYMENT IN LIEU OF TAXES**

516 Under no circumstance may the Senior Living Parcel become exempt from general
517 property taxes, including a change in the taxable status of the Developer, without the owner entity
518 having first entered into an agreement with the Village to make an annual payment in lieu of taxes
519 ("PILOT Agreement") for an amount not less than the assessed tax value of the Senior Living
520 Parcel times the annually approved Village mill rate for each year with the additional condition
521 that no portion of the Senior Living Project may be conveyed to any other subsequent tax exempt
522 owner at any time without a similar PILOT Agreement being executed. **The limitation of this**
523 **Section XIII shall be a covenant running with the land and shall survive in perpetuity so long**
524 **as the building constructed for the Senior Living facility exists.**

525 **ARTICLE XIV**
526 **MISCELLANEOUS PROVISIONS**

527 A. The Parties acknowledge and represent that this Agreement is the subject of
528 negotiation by all parties and that both parties together shall be construed to be the drafter hereof
529 and this Agreement shall not be construed against any party individually as drafter.

530 B. Nothing in this Agreement shall be construed to create an employer/employee
531 relationship, joint employer, a joint venture or partnership relationship, or a principal/agent
532 relationship between the Village and Developer.

533 C. This Agreement shall not be construed to abridge or waive the Village's authority
534 under Wis. Stats. §§ 61.35 and 62.23.

535 D. Developer shall be solely financial responsible for all trash, garbage and waste
536 hauling from all of the units, buildings and grounds of the Senior Living Project and shall contract
537 directly for such services. Developer warrants that all of its private streets and access areas to the
538 waste/garbage collection points within the Senior Living Project have been designed to adequately
539 support the weight of heavy vehicles and equipment such as waste collection trucks and all likely
540 firefighting vehicles.

541 E. The parties hereby acknowledge that this Agreement imposes on them, and their
542 respective officers, agents, and employees, and successors and assigns a duty of good faith and
543 fair dealing.

544 F. Except as otherwise expressly provided in this Agreement, all guarantees,
545 agreements, representations, and warranties made herein shall survive the execution of this
546 Agreement and as applicable, the completion of the Senior Living Project. This Agreement shall

547 be binding upon and inure to the benefit of the Parties their respective heirs, personal
548 representatives, executors, or successors and assigns.

549 G. Developer represents and warrants that it is a duly organized and validly existing
550 limited liability company under the laws of the State of Wisconsin and that the execution and
551 performance of this Agreement has been duly authorized by resolution or other required action.

552 H. This Agreement shall be recorded in accordance with Article XVI, hereafter, with
553 the Register of Deeds for Waukesha County.

554 I. All time periods referred to in this Agreement shall be calculated on the basis of
555 consecutive calendar days.

556 J. Developer and any successor owners of the Senior Living Parcel may collaterally
557 assign the rights and obligations provided in this Agreement to any construction lender or to other
558 lenders with respect to the Senior Living Project and/or the Senior Living Parcel. Any such lender
559 shall have the right to cure any default by Developer hereunder within forty-five (45) days of
560 delivery of notice of such default from the Village to such lender or, if such default cannot
561 reasonably be cured within that time frame, such longer period as may be reasonably necessary to
562 accomplish such cure so long as such lender begins such cure within the forty-five (45) day period
563 and diligently pursues it to completion.

564 K. Within ten (10) days after request therefor, the Village agrees to provide an estoppel
565 certificate to Developer, its lenders, or any proposed purchaser of all or any part of the Property,
566 or its lenders, stating that Developer is not in default hereunder or if Developer is in default
567 hereunder setting forth any such defaults.

568 L. In the event that any term or provision of this Agreement is determined to be invalid
569 or unenforceable for any reason, then the other terms and provisions of this Agreement shall not
570 be affected thereby and said terms and provisions shall remain in full force and effect, unless to do
571 so would be inequitable to either party hereto.

572 M. THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED BY
573 THE DEVELOPER AND THE VILLAGE TO CONSTITUTE A COVENANT RUNNING
574 WITH THE LAND AND SHALL BE ENFORCIBLE AGAINST THE DEVELOPER, OR
575 AFTER THE TRANSFER OF OWNERSHIP OF THE SENIOR LIVING PARCEL TO
576 DEVELOPER'S SUCCESSORS OR ASSIGNS. IT IS NOT THE INTENT OF THE VILLAGE
577 OR DEVELOPER THAT THERE BE A LEGAL TERMINATION OF THIS CONTRACT
578 BECAUSE ONCE THE OBLIGATIONS TO CONSTRUCT THE SENIOR LIVING PROJECT,
579 IN STRICT CONFORMITY WITH THE APPROVED PLANS AND SPECIFICATIONS AS
580 CONTAINED IN THIS AGREEMENT, HAVE BEEN ACHIEVED, NEW OBLIGATIONS ON
581 THE PART OF THE DEVELOPER OR ITS SUCCESSOR(S) OR ASSIGN(S) ARISE, FIRST
582 WITH RESPECT TO DEDICATIONS AND THEN WARRANTY OBLIGATIONS AND THEN
583 FOLLOWED BY ONGOING MAINTENANCE AND REPAIR OBLIGATIONS REQUIRING
584 REGULAR PERFORMANCE OF OBLIGATIONS WITH RESPECT TO INSPECTION AND
585 MAINTENANCE TASKS WHICH NEED TO BE PERFORMED SO LONG AS THE SENIOR
586 LIVING PROJECT BUILDING EXISTS. BY WAY OF EXAMPLE, BUT NOT BY WAY OF

587 LIMITATION, THERE WILL ALWAYS BE ONGOING OBLIGATIONS TO INSPECT AND
588 MAINTAIN THE STORM WATER SYSTEM, THE PUBLIC PEDESTRIAN PATHWAY
589 SYSTEM, AND THE FIRE ACCESS ROAD.

590 **ARTICLE XV**
591 **EXCULPATION OF VILLAGE ELECTED OFFICIALS IN PERSONAL CAPACITY**

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

596 **ARTICLE XVI**
597 **RECORDATION AND TERMINATION**

598 A. Recordation. This Agreement shall only be effective as of the Effective Date upon
599 the execution of this Agreement **and its recordation** with the Register of Deeds for Waukesha
600 County by the Parties; provided, however, that the Exhibits to this Agreement shall not be recorded
601 but rather shall be maintained on file with the Village. Upon its execution, the original of this
602 Agreement and all of its Exhibits shall be held by the Village in trust until its recordation and
603 return to the Village for its retention.

604 B. Termination. This Agreement shall not terminate for the reasons stated in
605 Article XIV.M. If Developer has not acquired title to the Senior Living Parcel by June 1, 2025,
606 this Agreement shall automatically terminate and the parties shall have no rights or obligations
607 hereunder, except Developer's obligation to reimburse any fees then owed to the Village pursuant
608 to Article VII, which obligation shall survive any such termination.

609
610 *[Signatures on Following Pages]*

EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

[To be provided]

TAX KEY NO: HAV 0423981056

EXHIBIT 2
CERTIFIED SURVEY MAP (CSM)

[See attached]

EXHIBIT 3
SENIOR LIVING PARCEL LEGAL DESCRIPTION

EXHIBIT 4
ARCHITECTURAL PLANS & SPECIFICATIONS

[See attached]

EXHIBIT 5
DEDICATED IMPROVEMENTS

1. The water main from and including each gate valve on the Village side of the meter pit.
2. The section of the water main within the public right of way.
3. Cross walk and sidewalk curb ramps within the public right of way.
4. Driveway apron within the public right of way.

EXHIBIT 6
CIVIL ENGINEERING PLANS

[See attached]

EXHIBIT 7
[INTENTIONALLY OMITTED]

EXHIBIT 8
[INTENTIONALLY OMITTED]

EXHIBIT 9
PRIVATE HYDRANT MAINTENANCE AGREEMENT

[See attached]

EXHIBIT 10
STORM WATER MANAGEMENT, FACILITY MAINTENANCE AND EASEMENT
AGREEMENT

[See attached]

EXHIBIT 11
LANDSCAPE PLANS AND SPECIFICATIONS

[See attached]

EXHIBIT 12
PROPERTY DECLARATION

[See attached]

EXHIBIT 13
LIGHTING PLAN

[See attached]

EXHIBIT 14
WALKING PATH AND FIRE ACCESS ROAD

[See attached]

EXHIBIT 15
WALKING PATH EASEMENT AGREEMENT

[See attached]