

EXHIBIT 18

Slope Maintenance Agreement

AGREEMENT TO MAINTAIN
PERIMETER SLOPES
BY AND BETWEEN
THE VILLAGE OF HARTLAND (“VILLAGE”) AND
3LP HARTLAND LLC (“OWNER”) , AND ITS HEIRS,
SUCCESSORS, OR ASSIGNS

The upkeep and maintenance of perimeter slopes and the implementation of Slope Maintenance and Inspection Plan is essential to monitor, detect and mitigate surface or global instability along the perimeter slopes of the former Palmer Sand & Gravel property. This Agreement contains specific provisions with respect to routine inspections to identify slope instability, if any, and requirements to complete corrective actions to mitigate the observed condition.

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and retaining walls on the property described in Attachment A. In order to ensure the long term stability of the perimeter slopes, the Village of Hartland and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

This space reserved for recording data
Return To:
Parcel Identification No./Tax Key No. HAV 0730987

OWNER SHALL:

- (1) Visually inspect all perimeter slopes identified in Attachment B and submit a study/report, from a qualified licensed professional on an annual basis no later than October 15th for review by the Village Manager and Engineering Staff or Village consultants. The first annual report shall be due the first October 15th following completion of project.
- (2) Allow the Village Manager, Engineering Staff, and/or Village consultants to access the property to conduct inspections of the perimeter slopes as necessary to ascertain that the slopes are stable.
- (3) Undertake corrective actions within a period of fifteen (15) months from such notice to remedy slope instability.

- (4) Maintain a record of steps taken to implement the actions referenced above. Records shall be available for inspection by Village staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

THE VILLAGE OF HARTLAND SHALL:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as Village time and resources permit.
- (2) Notify the Owner of maintenance problems that require correction.

REMEDIES:

- (1) If corrective actions required by the Village are not completed within the time set forth above, written notice will be sent to the persons who were given notice stating the Village's intention to perform such maintenance and bill the owner for all incurred expenses in accordance with the Development Agreement recorded concurrently with this Agreement.
- (2) If at any time the Village Engineer reasonably determines in its professional judgment that perimeter slope instability creates any imminent threat to public health or welfare, the Director of Public Works may take immediate measures to remedy said threat. No prior notice to the persons listed in (1), above, shall be required under such circumstances, but such persons shall be promptly notified as practicable.
- (3) The owner grants unrestricted authority to the Village for access to the perimeter slopes for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the perimeter slopes. Such responsibility shall include reimbursement to the Village within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Village will be borne by the parties responsible for said reimbursements.
- (5) The owner hereby grants to the Village a lien against the above-described property in an amount equal to the cost incurred by the Village to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Village. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the

property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Village.

STATE OF WISCONSIN)

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COUNTY OF _____

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On this day and year above personally appeared before me, a Notary Public in and for the State of Wisconsin duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of
Wisconsin, residing in _____ My

Commission Expires: _____

Dated at Hartland, Wisconsin, this _____ day of _____, _____.

VILLAGE OF HARTLAND

By: _____
Authorized Agent for the Village of Hartland

Attachment A

Legal Description & CSM 12509

Hartland Apartments

700 W. Capitol Drive, Village of Hartland, Waukesha County, WI

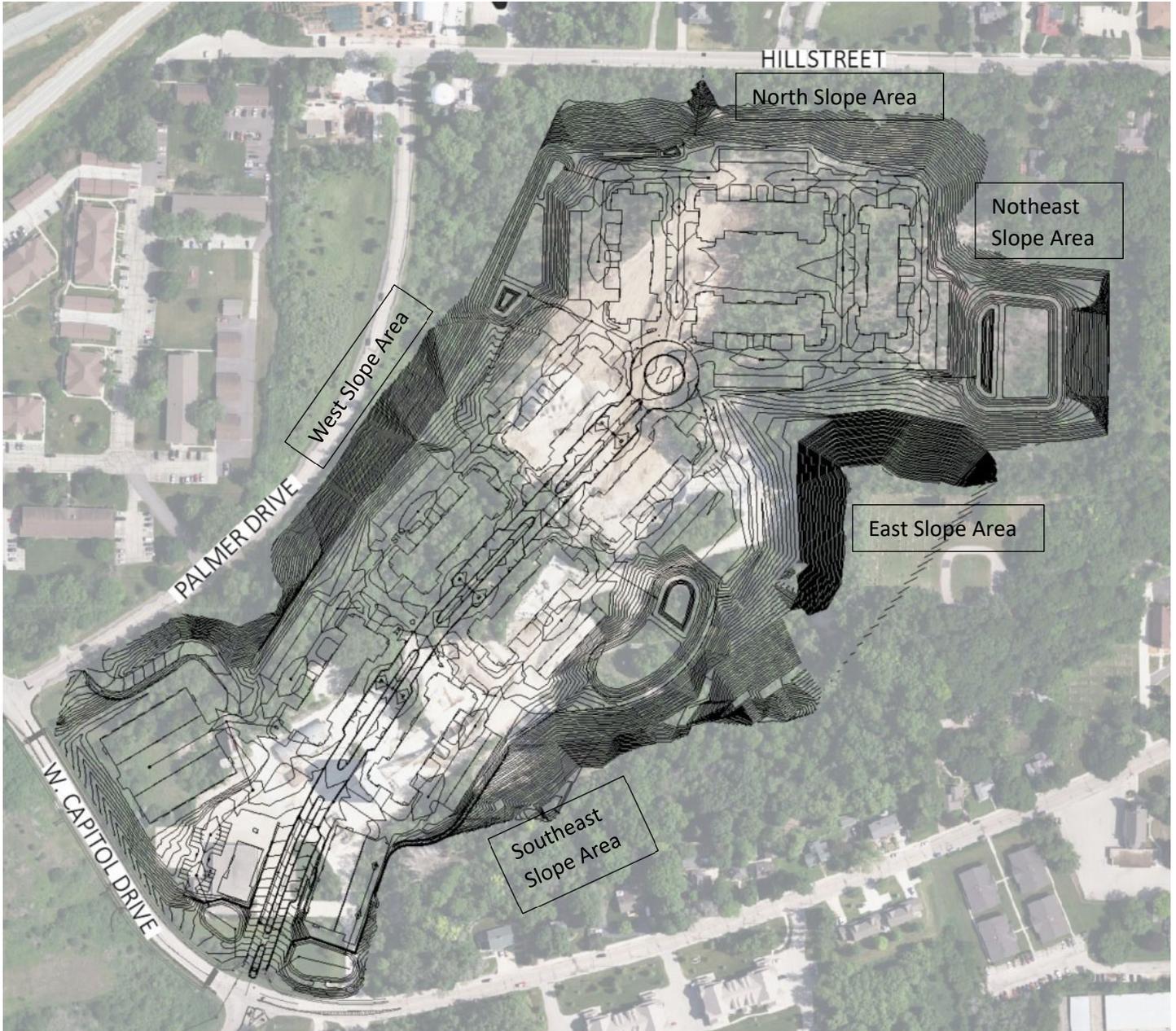
Lot One (1) of CERTIFIED SURVEY MAP NO. 12509, being a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Three (3), in Township Seven (7) North, Range Eighteen (18) East, in the Village of Hartland, Waukesha County, Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on November 29, 2023 in Book 130, Pages 73 to 79 inclusive, as Document No. 4746842.

Tax Key No: HAV0730981; HAV0730985; HAV0730986 and HAV0730987
Address: 644, 700 & 701 West Capitol Drive, Hartland, WI 53029

Attachment B

Perimeter Slope Areas

Hartland Apartments
700 W. Capitol Drive, Village of Hartland, Waukesha County, WI



The full Slope Management Plan, dated October 16, 2023, and prepared by Payne + Dolan, is on file at the Village of Hartland

Perimeter Slope Maintenance Plan

Hartland Apartments

700 W. Capitol Drive, Village of Hartland, Waukesha County, WI

The subject property consists of glacial deposits (primarily sand and gravel) that were mined from the 1930s to the 1960s. The property was owned and operated by Palmer Sand & Gravel and produced road gravel for the construction industry. The existing perimeter slopes along Hill Street, adjacent to the cemeteries and residential properties that front on W. Capitol Drive have remained unchanged since extraction activities ceased in the 1960s. The embankment associated with Palmer Drive was constructed in the 1970s and has remained unchanged since that time. The vegetation present on the slopes is a dense mix of trees, shrubs and ground cover plant material consistent with 50+ years of growth with very few places where the soils are completely bare and exposed. Two storm sewer outfalls on Hill Street, likely constructed in the 1980s, discharges onto the gravelly slope east of the Village's water tower. Their discharge has resulted in surface erosion and scour, but not resulted in any significant failures of the Hill Street cut slope.

Due to the gravelly nature of the existing slopes and the presence of large cobbles in the glacial deposit, the soils have a very high infiltration rate. The combination of the very high infiltration rate, the high percentage of large cobbles, and the absence of groundwater, make the slopes very durable to surface erosion. The presence of a dense mix of trees, shrubs and ground cover on the slopes is evidence of the durability and stability of the perimeter slopes.

Proposed Improvements

The building and ponds associated with the subject development have been cited in a manner that places them all outside of a theoretical 2:1 slope stability setback projected from the top of the existing perimeter slopes to the proposed finished grade of the development. Additionally, the northern area of the sand and gravel pit will be raised approximately 20 feet and reduce the exposed heights of the perimeter slopes to reduce the possibilities of slope failure. Further, excess overburden material will be placed at the bottom of the existing perimeter slopes and serve as a toe buttress to further reduce the possibilities of slope failure. The toe buttressing also provides a level area at the bottom of the perimeter slopes where gravels or cobbles that become dislodged will gather and serve as visual indicators of instability to aid monitoring and inspection efforts. These areas are outside of the mowed turf areas and in the unoccupied open space of the development.

Global Stability

Using the laboratory results of the geotechnical investigation, slope stabilities were analyzed for the post-developed condition with resulting factors of safety expected to be 1.5 or higher. The USACOE Slope Stability Manual (EM 1110-2-1902, 31 Oct 03) Section 3-4 provides factor of safety guidance for new embankments and multi-stage loading conditions. A factor of safety of 1.5 was determined to be the most suitable for analyzing the global stability of the existing cut slope conditions for the subject property. The USACOE guide also provides unsatisfactory slope performance characteristics which include: shear failure, surface sloughing, excessive deformation, liquefaction and piping. A slope inspection form has been developed to assist with identification of these conditions during future inspections.

Surface Erosion

Given the glacial deposits present on this site, the large concern for slope instability is surface erosion which can be identified easy thru routine visual inspections and occurs slowly and incrementally in these gravelly soils with large cobbles, high infiltration rates and the absence of groundwater. Surface erosion is anticipated to occur primarily as a result of uncontrolled and concentrated surface water runoff. A dense mix of vegetation is indicative of stable slopes not experiencing surface erosion.

Two Hill Street public storm sewer outfalls had eroded the existing perimeter slope beneath the pipe outfalls. A corrective action plan has been developed for these conditions and will be completed as part of the overall development of the

property. It should be noted that the runoff energy from the pipe outfall is dissipated by the large cobbles in the glacial deposit and runoff infiltrates before the flows reach the existing floor of the gravel pit.

Monitoring & Inspections

A baseline inspection has been completed for the perimeter slopes that documents their condition prior to the start of construction activities. The slope inspection aims to identify any signs of global instability, surface erosion, and to document the trees and shrubs that are present as well as to identify any signs in the growth patterns that are indicative of instability.

Prior to October 15 each year, a qualified professional shall perform a perimeter slope inspection to identify any signs of slope instability and determine when correction actions are warranted (if any). Such professional shall complete the attached checklist to incorporate within report to be submitted to the Village of Hartland. In the event perimeter slope instability is identified, a corrective action plan shall be developed to stabilize and restore the vegetation on the slope.

