

File 20-234

DOC.# 09971662

RECORDED  
02/17/2011 08:20AM

JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: \$30.00

FEE EXEMPT #: 0  
0

\*\*\*This document has been  
electronically recorded and  
returned to the submitter. \*\*

Document Number

DEVELOPMENT AGREEMENT

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Michael D. Orgeman, Esq.  
Lichtsinn & Haensel, s.c.  
111 East Wisconsin Ave., #1800  
Milwaukee, WI 53202

(Parcel Identification Number)

Drafted by:  
Michael D. Orgeman  
Lichtsinn & Haensel, S.C.  
111 E. Wisconsin Ave. Suite 1800  
Milwaukee, WI 53202

Knight-Barry M538073

## DEVELOPMENT AGREEMENT

### UW-MILWAUKEE INNOVATION PARK

THIS AGREEMENT is made as of the 15 day of February, 2011, by and between MILWAUKEE COUNTY (the "County"), and UWM INNOVATION PARK, LLC, a Wisconsin limited liability company, and THE UWM REAL ESTATE FOUNDATION, INC., a Wisconsin non-stock corporation (together, hereinafter "Developer"), and THE UWM REAL ESTATE FOUNDATION, INC., (hereinafter "Guarantor").

#### RECITALS

On or about the date herewith, UWM Innovation Park, LLC is acquiring certain property in the City of Wauwatosa, Milwaukee County, Wisconsin as more fully described as Lot 1, Outlot 1, and Outlot 2 of Certified Survey Map No. 8330 as shown on Exhibit A attached hereto (the "Property") from the County pursuant to a certain Amended and Restated Real Property Purchase Agreement with an effective date of July 1, 2009 (the "Purchase Agreement"). The Property consists of approximately 87.827 acres of land, more or less, consisting of an approximately 59.327 acre parcel ("Lot 1"), a 10.983 acre parcel ("Outlot 1"), and a 17.517 acre Wisconsin Department of Transportation ("WDOT") parcel ("Outlot 2"), located in the City of Wauwatosa, Wisconsin. Lot 1 totaling 59.327 acres shall be defined hereinafter as the "Main Parcel". A portion of the Main Parcel contains the Habitat Protection Area (Outlot 1) as shown on Exhibit A attached hereto and as further described below. The Certified Survey Map delineates the boundaries of the Habitat Protection Area (Outlot 1), and the Eschweiler residential use area as defined in Milwaukee County Board Resolution 09-14(a)(n). The UWM Real Estate Foundation, Inc. is the sole Member of UWM Innovation Park, LLC, and is executing a Limited Guaranty of the obligations of UWM Innovation Park, LLC as set forth herein. The County is requiring as a condition of this Agreement that the UWM Real Estate Foundation, Inc. and UWM Innovation Park, LLC jointly act as Developer under this Agreement. The parties now desire to enter into this Agreement to set forth certain terms and conditions by which the Property will be developed and to establish certain additional covenants and restrictions for the benefit of the Property acquired by the Developer.

#### AGREEMENT

In consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms used herein shall have the following meanings:

(a) "Building" or "Buildings" means the improvements to be initially constructed by the Developer on the Property in conformity with plans and specifications approved by the City of Wauwatosa, consisting of three (3) phases of Buildings totaling approximately 150,000 square foot for each phase, to be utilized for academics and research. "Phase I" means the approximately 150,000 square foot Building or Buildings for research scientists which may contain, but shall not be limited to, core facilities for research conducted in the areas of sensors, devices and applied materials. The Phase I Building or Buildings may further contain classroom and laboratory space for selected faculty conducting research in biomedical engineering, biomechanics, informatics, imaging, advanced manufacturing and energy applications. "Phase II" means the approximately 150,000 square foot Building or Buildings for graduate programs which may contain, but shall not be limited to, facilities that will support the migration of select graduate level programs of the College of Engineering and Applied Science. The Phase II Building or Buildings may further contain additional classrooms, laboratories and offices for faculty and graduate students engaged in instruction or research related to these programs. "Phase III" means the approximately 150,000 square foot university Building or Buildings for interdisciplinary and inter-institutional research institutes which may contain, but shall not be limited to, facilities that will support the development of research institutes created as a result of the collaborative research among the various schools and colleges within UW-Milwaukee and its partner institutions located on the properties commonly known as the Milwaukee County Grounds (inclusive of the Property) and elsewhere, and may include undergraduate studies if academically appropriate.

(b) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), fees and expenses of defense of any claim and of any settlement or judgment, including without limitation attorneys' fees and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, including without limitation: (i) damages for personal injury, or injury to property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, interest and penalties, including, but not limited to, claims brought on behalf of employees of the Developer or the County; (ii) diminution in the value of the Property, and damages for the loss of or restriction on the use of or adverse impact on the marketing of saleable, rentable or usable space or of any amenity of the Property; (iii) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other fees incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or otherwise expended in connection with such conditions; (iv) liability to any third person or governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this subparagraph.

(c) "Environmental Requirements" means all applicable past, present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to, best management practices, reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Material (as defined herein) and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(d) "Hazardous Material" means any substance located on the Property: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (v) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

(e) "Permitted Use(s)" means the uses for the Property allowed by the County under this Agreement that are consistent with an educational research and technology related park. Up to fifty percent (50%) of the Project may be privately owned or occupied as long as such private use is in support of, consistent with, and in furtherance of the educational or research and technology focus of the University of Wisconsin Milwaukee College of Engineering and Applied Science.

Private or public professional, commercial, personal, office and retail services in support of or reasonably necessary to service the Permitted Uses on Lot 1 and/or other tenants and users of the Milwaukee County Grounds shall also be Permitted Uses under this Agreement (the "Ancillary Support Uses"). The Ancillary Support Uses shall be limited geographically to the Eschweiler area located within Lot 1 and defined as the area north of a line which is perpendicular to the western boundary of Lot 1 and between Outlot 1 and Outlot 2, 300 feet south of the most southerly Eschweiler Building, as depicted on the attached Certified Survey Map, and may involve the redevelopment of the Eschweiler Buildings and/or the construction of new buildings designed to complement the Eschweiler Buildings. The Ancillary Support Uses may include, but shall not be limited to, historically compatible

residential uses, office space for enterprises that serve the tenants of the Milwaukee County Grounds, eating establishments for tenants of the Milwaukee County Grounds (but excluding stand-alone fast food restaurants), retail that is commonly needed by employees of the companies located on the Milwaukee County Grounds and specialty or boutique overnight accommodations for visitors to businesses or research institutions located on the Milwaukee County Grounds.

(f) "Project" means the Buildings, roads, driveways, parking areas, signs, walkways, loading areas, fences and walls, sewer, electrical, gas, water and other utility distribution systems, landscaping, drainage and other improvements to be initially constructed on the Property by or for the Developer in conformity with the Permitted Uses and the approved plans and specifications.

(g) "Material Alteration of the Project" shall mean (i) a 20% (twenty percent) reduction in the square footage of Phases I, II, or III of the Project, or (ii) any use of the Property that is not a Permitted Use as defined herein. Regarding Material Alteration (ii) above, Developer may not proceed without first obtaining the advance written consent of the Milwaukee County Board, unless otherwise permitted by the County Real Estate Manager in section 2.1.

## 2. Development of the Project.

2.1 Construction by the Developer. The Developer shall, at its own cost and expense, cause the construction of the Project on the Property in a good and workmanlike manner and in compliance with all then applicable building codes and ordinances. Construction of the Project on the Property shall be completed substantially in conformity with the plans, specifications, landscape plan, signage plan, drainage plan, parking plan, and other plans and specifications as submitted by the Developer and as approved by City of Wauwatosa (the "Approved Plans"), and shall at all times be consistent with the Permitted Uses as defined herein. Developer shall promptly provide a copy of the Approved Plans and any amendments thereto to the Milwaukee County Real Estate Manager.

Prior to or simultaneous with the Developer submitting plans to the City of Wauwatosa for the approval of any building to be constructed on the Property, Developer shall hold a public hearing at the UW-Milwaukee campus or other public forum to hear and consider the public views and concerns with regard to the building proposal. The County further recommends that the Developer enter into a written Memorandum of Understanding with the Milwaukee County Research Park Corporation identifying their respective roles regarding the future development of the Property and the Milwaukee County Research Park Corporation property.

The Approved Plans may be modified from time to time during the course of construction and shall not require the consent of the County except the advance written consent of the County shall be required to the extent that such modifications are a "Material Alteration of the Project" as defined herein. Developer shall promptly provide a copy of any Approved Plan modifications approved by the City of Wauwatosa to the Milwaukee County Real Estate Manager. In the event that County approval is required, the Developer shall not institute such modification until receiving written approval from the County's Real Estate Manager. If approval of the County is required, the County shall respond in writing within twenty (20) business days of its having been notified of the need for approval. If the County does not notify the Developer on or before said 20<sup>th</sup> business day of its approval or disapproval, approval shall be deemed to be granted. To the extent necessary to approve or disapprove a Material Alteration of the Project, the County shall be allowed – upon notice to the Developer – a reasonable amount of time beyond 20 business days (which additional time may include the time needed to seek approval by the Milwaukee County Board), to provide its approval or disapproval.

The Developer agrees (i) to make formal submittals to the City of Wauwatosa for all approvals necessary for Developer's development of the Permitted Uses on the Property, including but not limited to, rezoning of the Property, if necessary, to a zoning classification satisfactory to Developer; obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Developer, of all permits, licenses, variances, and approvals that are necessary to permit Developer to develop the Property as contemplated, including, without limitation, site development plan, buildings, occupancy, signs, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping, utility service, storm water detention, environmental controls, and the establishment of a tax incremental financing district; and platting or replatting the Property in a manner satisfactory to Developer within twelve (12) months after closing ("Closing") of its

acquisition of the Property ("Approval Commencement Date"); (ii) to obtain the necessary public and/or private funding for the Phase I Buildings and related improvements (Research Scientists Building) portion of the Project on the Property upon the approval of the 2011 State Budget by the Wisconsin State Legislature and to commence construction of the Phase I portion of the Project on the Property within six (6) months thereafter (the "Phase I Commencement Date"); (iii) to diligently prosecute construction to substantial completion within eighteen (18) months of the Phase I Commencement Date ("Phase I Completion Date"); (iv) to obtain the necessary public and/or private funding for the Phase II Buildings and related improvements (Graduate Programs Building) portion of the Project on the Property upon the approval of the 2013 State Budget by the Wisconsin State Legislature and to commence construction of the Phase II portion of the Project on the Property within six (6) months thereafter (the "Phase II Commencement Date"); and (v) to diligently prosecute construction to substantial completion within eighteen (18) months of the Phase II Commencement Date ("Phase II Completion Date"); (vi) to obtain the necessary public and/or private funding for the Phase III Buildings and related improvements portion of the Project on the Property and to commence construction of the Phase III portion of the Project on the Property within ten (10) years after the Phase I Commencement Date as defined above (the "Phase III Commencement Date"); and (vii) to diligently prosecute construction to substantial completion within eighteen (18) months of the Phase III Commencement Date ("Phase III Completion Date"). The respective Phase Commencement Date and respective Phase and Project Completion Date shall be confirmed by the Developer's Project architect in writing by delivering certificates to the County stating that the applicable phase or entire Project, as the case may be, has been substantially completed. In the event that the Developer ceases construction of a particular Phase of the Project for sixty (60) consecutive days after commencing construction of such Phase and prior to it being substantially completed, such event shall be deemed a "Construction Stoppage."

In making its formal submittals to the City of Wauwatosa for the development, Developer shall to the extent possible preserve and protect the environmentally sensitive areas of the Property, including, without limitation, the Habitat Protection Area (Outlot 1) referenced in Section 2.2 below. In order to provide an environmentally sustainable development, Developer shall: (i) utilize engineering standards regulating responsible land use development, and design and performance standards associated therewith; (ii) impose conditions relating to all landscaping elements, and to the extent practicable, to preserve and maintain existing natural areas, and utilize native plant species to blend with existing natural areas, (iii) utilize the expertise of UW-Milwaukee academic professionals in the appropriate discipline to coordinate and enhance the conservation values of the Property, including, without limitation, those relating to the Habitat Protection Area (Outlot 1), other habitat preservation and protection, green space preservation and protection, and enhancing the existing tree groves/stands by removing invasive species. In addition, the Developer, with regard to the Habitat Protection Area (Outlot 1) as referenced in Section 2.2 below, and the County, with regard to the adjacent County owned lands to the east, agree to comply with the Habitat Protection Plan as defined in Section 2.2 below.

**2.2 Habitat Protection Area (Outlot 1).** The portion of the Property identified as the Habitat Protection Area (Outlot 1) on the map attached hereto as Exhibit A shall be protected in perpetuity by the Developer, its successors and assigns in compliance with County Board Resolution 09-14(a)(n) and the Habitat Restoration Landscape Plan for the Milwaukee County Grounds-Northeast Quadrant dated December 11, 2009, which are attached hereto and incorporated herein by reference as Exhibit B (together the "Habitat Protection Plan"). Any use of the Habitat Protection Area (Outlot 1) located on the Property by Developer, its successors and assigns inconsistent with the provisions of the Habitat Protection Plan shall be deemed a breach of this Agreement. Developer hereby agrees that no later than the date of the final approval of the Eschweiler Building Plans by the City of Wauwatosa, Developer shall develop a management plan and budget for the approximately 10.983 acre Habitat Protection Area (Outlot 1) consistent with the Habitat Protection Plan. Developer agrees to work with Friends of the Monarch Trail to develop the management plan and mutually agreed upon budget to implement the plan within Outlot 1.

**2.3 Reservation of Future Road Right-of-Ways.**

(a) **Outlot 2.** The approximately 17.517 acre portion of the Property adjacent to U.S.H. 45 and Swan Boulevard shall be reserved by Developer for future road right-of-way purposes. The portion of the Property reserved for future road right-of-way purposes is identified as Outlot 2 on the Certified Survey Map ("Outlot 2"). The WDOT has informed the County, and the County hereby discloses to Developer that Outlot 2 may be needed by the WDOT for improvement of the U.S.H. 45/Zoo Freeway consistent with federal and state interstate freeway standards. The presently anticipated year of commencement of construction of this improvement is 2016. The

Wisconsin Legislature has approved this highway improvement project in conformance with Wisconsin Statute Sec. 84.013. Developer shall not use Outlot 2 or any portion thereof without the prior written consent of the County and WDOT, until such time as the condemnation is completed and Developer acquires the Remnant Parcel described below. As set forth in the Purchase Agreement between Developer, County, and Guarantor, the County shall retain the right during the term of this Agreement to negotiate for, settle and receive any award relating to such taking, and Developer shall assign to the County all its rights relating thereto. Developer covenants and agrees to cooperate fully with the County during the term of this Agreement, at no cost to Developer, in matters relating to the condemnation by the WDOT, including providing any conveyance documents necessary to complete the condemnation. Sixty (60) days after the completion of the condemnation by WDOT, Developer, or its successors and assigns shall purchase the remainder of Outlot 2 ("Remnant Parcel") from County at a price equal to the greater of (i) the acreage of the Remnant Parcel multiplied by \$157,984 per acre, or (ii) the acreage of the Remnant Parcel multiplied by the price per acre paid by the WDOT to the County for the condemned portion of Outlot 2. Upon the acquisition of the Remnant Parcel by Developer, the reservation described in this paragraph shall be automatically terminated and Developer may utilize the Remnant Parcel in accordance with all applicable codes and ordinances. The County makes no representations or warranties as to the condition of Outlot 2.

(b) Portion of Lot 1 Frontage. The County hereby discloses, and Developer and County acknowledge and agree that the WDOT has subsequently notified the County that it will be condemning a portion of Lot 1 abutting Watertown Plank Road for public road purposes. County and Developer during the term of this Agreement shall jointly negotiate for any award relating to such taking. Developer and the County shall split equally that portion of the condemnation award which exceeds the aggregate per acre purchase price paid by Buyer to Seller for Lot 1. Developer shall receive that portion of the condemnation award which is equal to or less than the aggregate per acre purchase price paid by Buyer to Seller for Lot 1. Developer and County covenant and agree to cooperate fully during the term of this Agreement in matters related to the condemnation, including providing any conveyance documents necessary to complete the condemnation.

2.4 Condition of Property: Construction of Infrastructure. At the closing as contemplated by the Purchase Agreement, the County shall deliver possession of the Property to the Developer in substantially the condition as existed on the date of the Purchase Agreement but otherwise "AS-IS" (as to physical condition) as provided in the Purchase Agreement. The County shall not be responsible for performing any grading or compaction work with respect to the Property. The Developer is solely responsible for and must make adequate allowance for all excavation and disposal costs necessary for the Project. The Developer shall be solely responsible for all property development costs, including, but not limited to, the installation of all utilities and communication services to the Property, internal roadways, extension of water and sewer laterals to the Property and the replacement of sidewalks and curb cuts. Except as otherwise provided in the Purchase Agreement, Developer hereby releases and disclaims any claim, damage, loss, injury or obligation whatsoever of the County in any way relating to, arising out of, the physical condition of the Property, any matters described in this Section 2.4, and/or any material, substance, or contaminant located in, under, upon, migrating to or from the Property, regardless of the source, such disclaimer and release shall include any action at law or in equity, whether arising out of contract or tort law.

2.5 General Requirements. The Developer agrees that during construction it shall use reasonable efforts to (a) cause its contractors working on the Project to remove all waste products and rubbish from the Property and the infrastructure areas related to their work in a manner and time consistent with industry standards, and if any such waste products and rubbish are left on site, it shall be responsible for removing the same, (b) keep the Property and areas of access thereto in a neat and presentable state (c) to comply fully with all local, state, and federal rules and regulations with respect to the Eschweiler Buildings located at 9722 Watertown Plank Road, Wauwatosa, Wisconsin and the Parks Division Building which are part of the National Historic Registry and within the Milwaukee County School of Agriculture and Domestic Economy Historic District; further, any earth moving activities north of the Eschweiler Buildings shall take place in consultation with the Burial Sites Preservation Office, and (d) ensure that the Project shall, at all times, be constructed, kept and maintained in a first-class condition, repair and appearance similar to that maintained by other owners of first-class properties of similar character and construction in Milwaukee County.

2.6 Labor Standards. The construction of the Project on the Property shall be subject to the following labor standards: (a) overtime at prevailing overtime rates for work on Saturday, Sunday and legal

holidays and for more than 40 hours per week or 8 hours in any calendar day, and (b) minimum hourly base wage rates and minimum hourly fringe benefits as then filed in the Office of Milwaukee County Clerk and Director of Public Works by Milwaukee Building and Construction Trades Council ("AFL-CIO") covering wages, hours and conditions of employment in applicable labor contracts in the construction industry. These labor standards shall be included in each contract and subcontract in connection with development of the Project. The Developer shall maintain records of compliance and require each contractor and subcontractor to maintain records of compliance for verification as reasonably requested by the County.

2.7 Nondiscrimination and Affirmative Action. In construction of the Project and performance of its duties and obligations hereunder, the Developer shall not discriminate against any employee or applicant for employment (and the Developer shall use reasonable efforts to eliminate any such discrimination by its contractors) based on ancestry, arrest record, conviction record, creed, genetic testing, honesty testing, marital status, membership in the national guard, state defense force or any reserve component of the military forces in the United States or the State of Wisconsin, pregnancy or child birth, sexual orientation, race, color, national origin, age, sex or disability which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Developer will post in conspicuous places, available for employment, notices setting forth the provisions of the foregoing nondiscriminatory clause. The Developer will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicap persons, and other protected groups in the Developer's employment at the Project for so long as it is located there, and in construction of the Project.

2.8 DBE Participation Goals. The Developer, including Developer's construction and professional services contractors, shall, in the development of the Project, commit to achieving the Disadvantaged Business Enterprise (DBE) participation goals established by the Milwaukee County Division of Community Business Development Partners (CBDP) and governed by 49 CFR 26. The Developer shall submit to the County a DBE participation plan to be reviewed by the CBDP office. During the course of the Project's development the Developer shall submit semi-annual DBE utilization reports to the County for review. The County shall provide Developer, at Developer's request, assistance in the identification, monitoring and achievement of the Project's objectives in attaining the DBE goals.

2.9 State Entity Requirements. In the event the State of Wisconsin or the University of Wisconsin Milwaukee (together "State Entities") develops or performs any work to any of the site improvements on the Property, the State Entities shall not be required to comply with Sections 2.6, 2.7 or 2.8 above, but instead shall comply fully with all applicable State of Wisconsin Labor Standards, Nondiscrimination and Affirmative Action requirements, and Disadvantaged Enterprise participation goals. Any contracts or agreements by and between the Developer and the State Entities to develop or perform any work on the Property shall expressly provide that the State Entities shall comply fully with all applicable State of Wisconsin Labor Standards, Nondiscrimination and Affirmative Action requirements, and Disadvantaged Enterprise participation goals. Upon request by the County, the Developer shall use its best efforts to provide the County with the pertinent records to demonstrate compliance with the applicable State of Wisconsin standards.

2.10 Additional Purchase Price to be Paid by Developer to County. The Developer and County have agreed as part of the Purchase Agreement that Developer, its successors and assigns, will pay the County additional funds for the purchase of the Main Parcel, if the Developer is permitted to develop buildings on the Main Parcel or the Remnant Parcel that in the aggregate exceed of 853,271 square feet. The Purchase Price paid by the Developer to the County for the Main Parcel at the closing of the Purchase Agreement is based on the assumption that the development density on the Main Parcel (excluding the Habitat Protection Area (Outlot 1) defined above) is limited to a floor area ratio (FAR) of 0.3019, meaning that the gross floor area of all buildings developed on the Main Parcel cannot exceed 30.19% of the total land area of the Main Parcel. The 30.19% FAR allows the Developer to develop buildings totaling not more than 853,271 square feet. The Main Parcel Purchase Price was determined by multiplying \$12.00 per square foot (rounded) by 853,271 square feet. In the event Developer, or its successors and assigns is permitted by the City of Wauwatosa to develop buildings that in the aggregate exceed 853,271 square feet on the Main Parcel or the Remnant Parcel, Developer, or its successors and assigns, shall pay the County the Appraised Value, as defined below, of each additional square foot of space Developer is permitted to develop

("Additional Space"), but in no event shall the Appraised Value of the Additional Space be less than \$12.00 per square foot ("Additional Purchase Price"). The Additional Purchase Price shall be the Appraised Value of the Additional Space as of the date the Developer obtains a building permit for the construction of Additional Space. The Developer shall provide written notice to County prior to or simultaneous with: (i) applying for any approvals for construction of a building on the Property, and (ii) applying for and obtaining any building permits for construction of a building on the Property. The Appraised Value of the Additional Space shall be determined as follows:

(1) Within 30 days of the issuance of a building permit, Developer and County shall jointly appoint a qualified independent MAI real estate appraiser (the "Appraiser") to appraise the Additional Space.

(2) If the Developer and County cannot agree on a single Appraiser, then each shall designate an Appraiser within ten (10) days.

(3) Each Appraiser so chosen shall individually determine the fair market value of the Additional Space. If a single Appraiser is chosen, then the price for the Additional Space shall be the fair market value of the Additional Space determined by that single Appraiser. If two Appraisers are chosen, then the price for the Additional Space shall be the average of the two Appraisals.

(4) If the Developer and County agree on a single Appraiser, then the cost of the appraisal shall be split equally between them. If the Developer and County cannot agree on a single Appraiser, then each shall pay the cost of the Appraiser it chooses.

(5) The appraisal shall be based upon the fair market value of all the Additional Space, without adjustment for selling and administrative expenses associated with a sale. Said determination shall be binding on all parties. The Additional Purchase Price shall be paid to County by Developer, or its successors and assigns within thirty (30) days of the determination of the Appraised Value as described above. The same procedures described in this Section shall be repeated for each instance the Developer develops Additional Space which exceeds 853,271 square feet of space. Developer's, and its successors and assigns obligation to pay the County the Additional Purchase Price for Additional Space added to the development shall terminate twenty (20) years from the date of this Agreement.

2.11 Mortgage and Lot Releases. The County has financed a portion of the Purchase Price for the Property. Developer has executed a Promissory Note ("Note") secured by a first position Mortgage on the Property in favor of the County. The County shall release from the lien of its mortgage each lot (and the undivided interest in the common areas appurtenant to a lot, if applicable) upon written request by Developer for the release of a lot provided Developer is not in default under the terms of the Note, the Mortgage, or this Agreement. The lot release price shall be not less than seventy-five percent (75%) of the gross purchase price for such lot. The Note shall be guaranteed by the Limited Guaranty of Guarantor as provided herein. With the prior written consent of the County, the Developer may grant second mortgages on the Property as long as such second mortgages at all times are junior to and subordinate to the lien of the County's Mortgage.

### 3. Defaults and Remedies.

3.1 Events of Default by the Developer. Any one or more of the following events are hereby defined as, declared to be, and constitute an "Event of Default" by the Developer for purposes of this Agreement: (a) a Construction Stoppage (as defined in Section 2.1 hereof) by the Developer, subject to extension for Force Majeure Delays; (b) the Developer fails to commence construction of a Phase of the Project by the applicable Phase Commencement Date, subject to extension for Force Majeure Delays; (c) the Developer falls materially behind in the Construction Schedule subject to Force Majeure Delays; (d) the Developer fails to substantially complete construction of the Project by the Project Completion Date, subject to extension for Force Majeure Delays; (e) the failure of the Developer to perform any other term, condition or covenant to be performed or observed by the Developer (including, but not limited to, failure to comply with the Permitted Uses as defined herein), subject to extension for Force Majeure Delays, or (f)



the Developer fails to comply with the restrictions on the Habitat Protection Area (Outlot 1), the Habitat Protection Plan, or Outlot 2, or the condemnation and purchase requirements for portions of Outlot 2 and the Lot 1 Frontage as contained herein, (g) the Developer fails to timely pay the Additional Purchase Price to the County as set forth in Section 2.10 above, or (h) the Developer fails to timely pay the installments due under the Note or is in default of the terms of the Mortgage referenced in Section 2.11 above. In the event an Event of Default by the Developer shall occur, the County shall send written notice to the Developer (the "Default Notice") specifying the nature of the default in detail, and the Developer shall have 30 days after receipt of the Default Notice to cure such Event of Default. In the event that the Developer does not cure such Event of Default within such 30-day period (or such other reasonable time as necessary if such default cannot be cured within 30 days and the Developer, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), the County may pursue any available remedy against the Developer, either at law or in equity, including, without limitation, the right to pursue specific performance, collect actual damages for the Developer's failure to perform (including, without limitation, the damages, if any, related to, or arising out of, the infrastructure related to the Property and the cost of financing used to construct such infrastructure, and any guaranty thereof, any costs associated with overtime or additional labor forces in order to timely construct the Project, and other outside fees, including reasonable attorneys' fees). In addition to the other remedies provided for herein, Developer agrees to pay the County an additional payment of \$1000 per day for each day which Developer is late in achieving the required milestone dates or payment deadlines described or referred to in section 3.1(b), (c), (d), (f), (g), or (h) (the "Late Payments"). These Late Payments shall be made immediately upon demand by the County and shall accrue interest at the rate of 12% per annum from the date due.

The Developer agrees that damages will not be an adequate remedy at law and that the County shall have the right to an injunction or other judgment of specific performance to enforce any provision in this Development Agreement, the City of Wauwatosa zoning code, the County ordinances or any other State or Federal law. Venue for such action shall be Wisconsin State Court with venue in Milwaukee County. The County shall be entitled to its reasonable attorneys' fees in any action - in which it prevails - to enforce such provisions, including the actual costs of Milwaukee County Corporation Counsel's office if it is the attorney for the County or reasonable attorney fees for other attorneys that may be hired by the County.

In the case of an Event of Default under Section 3.1(b) hereof, which is not cured by the Developer within 30 days after receipt of a Default Notice (or such other reasonable time as necessary if such default cannot be cured within 30 days and the Developer, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion (but in no event longer than 120 days), the County shall have the right for a period of one (1) year from the date of the Default Notice to exercise an option to repurchase the Property or a portion of the Property in the County's discretion, at a purchase price equal to 85% of the purchase price paid by the Developer for such Property or portion thereof on a pro rata basis, by giving the Developer notice thereof. In the event that the County exercises its option to repurchase, then the Developer shall reconvey the Property or portion thereof to the County within 30 days of receipt of such notice by general warranty deed, free and clear of all liens and encumbrances except those liens and encumbrances described in the warranty deed delivered by the County to the Developer in the Developer's acquisition of the Property plus no monetary encumbrances which do not materially affect the value or use of the Property, utility easements granted by the Developer, and real estate taxes for the year of repurchase, if any, with a customary proration credit to the County for real estate taxes for such year. The Developer shall also execute the applicable Wisconsin Real Estate Transfer Return, pay all transfer taxes in connection with the transfer, if any, and execute a certificate of non-foreign status and other reasonably requested documentation as is customary for similar transfers.

**3.2 Events of Default by the County.** If the County shall fail to perform any other term, condition or covenant to be performed or observed by the County for more than 30 days after receipt by the County of written notice from the Developer specifying in detail the nature of such failure (or such other reasonable time as is necessary if such default cannot be cured within 30 days and the County, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), then the Developer may pursue any available remedy against the County at law or in equity including, without limitation, the right to pursue specific performance or injunctive relief and collect actual damages for the County's breach of failure to perform (including reasonable attorneys' fees).

3.3 Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by the other party.

3.4 Costs and Attorneys' Fees. In the event any legal or equitable action or proceeding shall be instituted to enforce any provision or agreement contained herein, the party prevailing in such action shall be entitled to recover from the losing party all of its costs including court costs and reasonable attorneys' fees. The prevailing party shall be such party that substantially obtains the relief sought with or without the commencement of litigation.

4. General Provisions.

4.1 Conveyance of the Property. The Developer shall not, except as permitted by this Agreement, convey any interest in the Property without the prior written approval of the County. This prohibition shall not be deemed to prohibit or restrict, and no prior approval of the County shall be required for, the granting of easements, licenses or mortgages, or conveying Outlot 2 and a portion of Lot 1 to the WDOT, or selling, leasing to tenants for occupancy, or creating public-private research intensive partnerships in furtherance of the Developer's educational use of any portion or portions of a Building, or the Eschweiler Buildings located on the Property, as long as the use of such Buildings is consistent with the Permitted Uses. Further, notwithstanding the foregoing, the Developer may assign its interest in this Agreement to a State of Wisconsin agency such as the University of Wisconsin Board of Regents without obtaining the prior approval of the County.

Notwithstanding anything to the contrary contained in this Agreement, the Developer reserves the right, at its sole discretion at any time during the term of this Agreement, to join and associate with other individuals or entities in joint ventures, partnerships or otherwise for the purpose of developing the Project subject, however, to the following conditions:

- (a) The Developer shall promptly notify the County of the identity of any such additional parties;
- (b) The Developer shall remain fully responsible to the County as provided in this Agreement, shall not be released from its obligations hereunder and shall remain the Developer of the Project;
- (c) Such additional parties shall be deemed approved unless rejected in writing by the County within twenty days after written notice thereof to the County by the Developer. In connection with the County's determination hereunder, the County may take into consideration the Permitted Uses as defined herein, and the County shall not withhold approval unreasonably. Any notice from the County disapproving such additional parties shall specify the reasons therefore.

Notwithstanding any other provision contained herein, nothing herein shall limit, restrict or prohibit the Developer from entering into any mortgage, deed of trust, sale and lease-back or any other form of conveyance or any form of equity or income participation, including but not limited to a partnership or joint venture, required by a lending institution for the purpose of securing a loan to be used for financing the acquisition of the Property, the construction of the Project thereon and any other expenditures necessary and appropriate to develop the Property. The words "mortgage" and "deed of trust" as used herein includes all other appropriate modes of financing real estate acquisition, construction and land development.

4.2 Liens. Until the Project is substantially completed in compliance with the requirements contained herein, the Developer shall take all commercially reasonable steps to prohibit any construction liens to be filed against the Property or the Project thereon.

4.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither the Developer nor the County shall be considered in breach or default of its obligations with respect to the construction of the Project (including the applicable Phase or Project Commencement Date, Construction Stoppage

or the applicable Phase or Project Completion Date) or the construction of any items of the infrastructure, as the case may be, in the event that a delay in the performance of such obligations is due to causes which were beyond its reasonable control, such as adverse weather conditions, strikes, acts of God, acts of a public enemy, acts of any governmental authorities (including the County in the case of the Developer), fire, flood, epidemics, embargoes or shortages of material from all reasonable sources ("Force Majeure Delay"). In the event of a Force Majeure Delay, the time for performance of the affected obligation shall be extended for the period of the Force Majeure Delay; provided, however, the delayed party shall, within 15 business days after the occurrence of the event causing the Force Majeure Delay, deliver written notice to the other party of the cause thereof. Failure to deliver written notice of such delay (with appropriate back-up documentation) shall constitute a waiver of the delayed party's right to claim an extension of its time period because of the Force Majeure Delay. Notwithstanding the foregoing, the failure or delay of the Developer in obtaining the necessary public and/or private funding for the Project shall not be deemed a Force Majeure Delay.

4.4 **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To the County: Milwaukee County  
c/o Craig C. Dillmann  
Real Estate Manager  
2711 West Wells Street, Rm. 339  
Milwaukee, WI 53208

with a copy to: John Schapekahn, Principal Assistant  
Milwaukee County Corporation Counsel  
901 North 9<sup>th</sup> Street, Room 303  
Milwaukee, WI 53233, and

Michael D. Orgeman  
Lichtsinn & Haensel, s.c.  
111 E. Wisconsin Avenue, Suite 1800  
Milwaukee, WI 53202

To the Developer: UWM Innovation Park, LLC  
David Gilbert  
3230 E. Kenwood Blvd.  
Milwaukee, WI 53211

with a copy to: Bruce T. Block  
Reinhart Boerner Van Deuren s.c.  
1000 N. Water Street, Suite 2100  
Milwaukee, WI 53201

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt or refusal to accept delivery.

4.5 **Rules of Construction.** Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) The laws of the State of Wisconsin shall govern this Agreement.

(e) Since both parties to this Agreement have had adequate opportunity to review and negotiate its terms, in no event shall this Agreement be construed against the drafter.

4.6 Waivers. Waiver by the County or the Developer of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of any future breach of the same or any other term, covenant or condition of this Agreement.

4.7 Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

4.8 Entire Agreement and Amendments. This Agreement, including exhibits, and all documents referenced herein, contains all the covenants and agreements between the County and the Developer relating in any manner to development of the Project and other matters set forth in this Agreement. No prior oral agreements or understandings pertaining thereto shall be valid or of any force or effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the County and the Developer and recorded in the office of the Register of Deeds for Milwaukee County. The County and the Developer reserve the right to modify and amend this Agreement without the joinder or approval of any other party.

4.9 Intentionally Omitted.

4.10 Authority. The Developer hereby acknowledges and agrees that it is validly formed and existing organization formed in the State of Wisconsin. The undersigned signatories have the requisite power and authority, statutory and otherwise, to enter into and perform this Agreement pursuant to its terms and conditions without any further notice or consent from any person or entity. Each shall deliver copies of its corporate resolution or other authorizing documentation demonstrating that it has the power and authority to enter into this Agreement.

4.11 Successors. Except as otherwise expressly provided herein, all of the covenants, agreements, terms and conditions of this Agreement shall run with the Property and inure to the benefit of and be binding upon the County and the Developer and their respective successors and assigns and any party obtaining any interest in the Property after the date hereof, including, without limitation, any owner, occupants and/or tenants of the Property. Notwithstanding the foregoing, in the event of a conveyance of a portion of the Property to a private entity that is not assuming the development obligations of Developer required herein, upon request, the County agrees to deliver to the private entity an estoppel letter or similar document stating that the private entity, as a successor in interest to the Developer, may be responsible for certain obligations of Developer under this Agreement, and may not be responsible for other development obligations of Developer under this Agreement, as applicable. The estoppel letter shall be in a form and substance reasonably satisfactory to the County. Notwithstanding anything to the contrary contained herein, the right of enforcement of the terms, conditions or covenants of this Agreement to be performed or observed by the Developer is solely vested in the County or any successor entity to the County.

4.12 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors and assigns and the Developer or its successors and assigns. In entering into this Agreement, and in acting in compliance herewith, the Developer is at all times acting and performing as an independent contractor duly authorized to perform acts required of it hereunder. The Development Agreement does not create the relationship of principal, an agent or of partnership or joint venture or any other association between the County and the Developer, the sole relationship between the County and the Developer being that of a seller and purchaser of land, with certain obligations, covenants and responsibilities described herein.

4.13 Records and Audits. Once a year, upon commercially reasonable notice by the County, the Developer shall allow the County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Development Agreement. The Developer shall maintain and make available to the County the above-described audit information for no less than three years after conclusion of the obligations and responsibilities of the Developer described herein and required by this Development Agreement.

4.14 Environmental Remediation and Indemnification.

(a) Except as otherwise provided in the Purchase Agreement that expressly survive closing of the conveyance of the Property to the Developer, the conveyance of the Property to the Developer is "AS-IS" and without warranty or representation as to soil, subsoil, Hazardous Material and other environmental conditions. Except to the extent the County's representations contained in the Purchase Agreement that survive the Purchase Agreement are untrue, and except for any Claims (as defined in the Purchase Agreement) arising from the County's actions after the effective date of the Purchase Agreement, and except for any third-party personal injury claims arising prior to the closing of the conveyance of the Property to the Developer, Developer hereby agrees to indemnify, hold harmless, and defend County from and against any and all liabilities, claims, penalties, forfeitures, and suits, and all reasonable costs and expenses, including the cost of defense, settlement, and reasonable attorney's fees and/or any other Environmental Damages related to, or arising out of, soil, subsoil and environmental conditions arising out of, or in any way connected with the presence of any Hazardous Material on, in, under or migrating to or from the Property, including but not limited to, liability arising out of or in any way connected with the investigation, monitoring or cleanup under any federal, state or local law or regulation or ordinance, Environmental Requirements or any Hazardous Material on, in or under or migrating to or from the Property.

(b) Developer shall be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Property or surrounding areas by the Developer, its employees, contractors, agents or guests, and/or Hazardous Materials whose presence pre-exists the inception of Developer's possession, and that did not arise from the County's actions after the effective date of the Purchase Agreement, located in and on the Property, regardless of whether they are discovered or disturbed as a result of Developer's construction activities on, at or near the Property. Except to the extent the County's representations contained in the Purchase Agreement that survive the Purchase Agreement are untrue, and except for any Claims (as defined in the Purchase Agreement) arising from the County's actions after the effective date of the Purchase Agreement, and except for any third-party personal injury claims arising prior to the closing of the conveyance of the Property to the Developer, Developer shall indemnify, defend and hold County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) related to, or arising out of, such Developer's obligations, or failure to perform such obligations described above, and any claim, action or damages asserted against the County by any party or governmental agency related to, or arising out of an Environmental Regulation or Hazardous Material at, in, under, or migrating to or from the Property.

The parties acknowledge and agree that environmental conditions and risks were factored into the purchase price of the Property and that Developer's environmental indemnities benefiting County shall be as broadly and liberally construed as possible so as to provide the maximum protection possible to the County from liability, and the Developer hereby further waives any right to argue that for any reason this indemnification section is ambiguous or confusing or that it should in any way be construed against County.

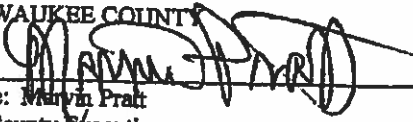
(c) Notwithstanding anything else to the contrary herein, Developer shall be released from its obligations under section 4.14 if (i) County exercises its option to repurchase pursuant to section 3.1 but only regarding such contamination that existed prior to the Closing.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

[Execution Pages Follow]

DEVELOPMENT AGREEMENT  
MILWAUKEE COUNTY  
EXECUTION PAGE


MILWAUKEE COUNTY

By:   
Name: Marvin Pratt  
Its: County Executive

Attest:  
By:   
Name: Joseph J. Czarniecki  
Its: County Clerk

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on February 14, 2011 by Marvin Pratt and Joseph J. Czarniecki, as County Executive and County Clerk of Milwaukee County.

  
Michael D. Oigeman  
Notary Public, State of Wisconsin  
My Commission permanent

Approved for Execution by Corporation Counsel

By:  2/11/14  
Reviewed by:  2/11/14  
Its: Milwaukee County Risk Manager

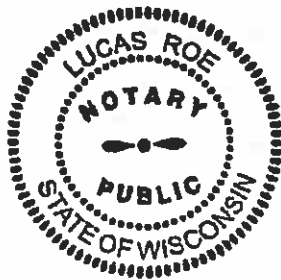
DEVELOPMENT AGREEMENT  
UWM INNOVATION PARK, LLC  
EXECUTION PAGE

UWM Innovation Park, LLC

By: [Signature]  
Name: David Gilbert  
Its: CEO

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Milwaukee )

This instrument was acknowledged before me on February 15, 2011 by David Gilbert as CEO of UWM Innovation Park, LLC.



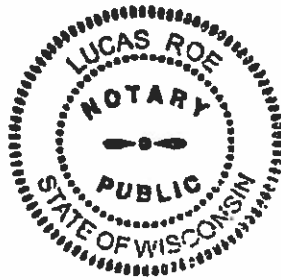
[Signature]  
Notary Public, State of Wisconsin  
My Commission is permanent

The UWM Real Estate Foundation, Inc.

By: [Signature]  
Name: David Gilbert  
Its: President

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Milwaukee )

This instrument was acknowledged before me on February 15, 2011 by David Gilbert as President of The UWM Real Estate Foundation, Inc.



[Signature]  
Notary Public, State of Wisconsin  
My Commission is permanent

TOP

LIMITED GUARANTY

FOR VALUE RECEIVED and in consideration of Milwaukee County executing the Development Agreement ("Agreement") to which this Guaranty is attached, the undersigned Guarantor, being the sole Member of UWM Innovation Park, LLC ("Developer"), does hereby, for itself, its heirs, devisees, legatees, legal representatives, unconditionally, absolutely, and irrevocably guarantee the payment of all amounts required to be paid by Developer under the Agreement, including without limitation the amounts due by Developer under the Note and Mortgage from Developer in favor of Milwaukee County of even date herewith, and the performance of all the terms, provisions, covenants, and conditions by Developer to be performed under the Agreement in the manner and form as in the Agreement, and hereby expressly waives notices of (i) acceptance of this Guaranty, (ii) defaults by Developer under the Agreement, and (iii) amendments or modifications to the Agreement, and Milwaukee County is hereby released from any duty or lack of diligence in the enforcement of any of the terms, provisions, covenants, and conditions under the Agreement. The undersigned hereby expressly consents to any modifications and amendments of the terms, provisions, covenants and conditions of the Agreement that may hereafter be made and agrees that the same shall in no way relieve it from any liability under this Guaranty. The undersigned hereby expressly consents to Milwaukee County proceeding directly against the undersigned on this Guaranty without first exhausting any remedy or remedies which Milwaukee County may have against Developer. The undersigned further agrees to pay to Milwaukee County all damages that may be sustained by Milwaukee County in consequence of any default by Developer under the Agreement, together with all attorneys fees, court costs and other expenses incurred by Milwaukee County in enforcing Developer's covenants and agreements set forth in the Agreement or in enforcing the covenants and agreements of the undersigned under this Guaranty. The undersigned Guarantor agrees to execute and deliver to Milwaukee County, upon the request of Milwaukee County, a written statement confirming that this Guaranty is in full force and effect. The undersigned Guarantor agrees concurrently with execution and delivery of this Guaranty and thereafter no more than once per calendar year during the term of the Agreement, that within fifteen (15) days after request from Milwaukee County, Guarantor shall provide Milwaukee County with financial statements showing Guarantor's then current financial condition and certified as being true, complete and correct by Guarantor.

In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to Developer, no limitation of Developer's liability under the Agreement which may now or hereafter be imposed by any federal, state or any other statute, law or regulation applicable to such proceedings shall in any way limit the obligation of the undersigned Guarantor hereunder, which obligation is co-extensive with Developer's liabilities as set forth in the Agreement, without regard to any such statutory or other limitation.

This Guaranty signed and sealed as of the day and year first written above on the Agreement appended hereto is intended to take effect as a sealed instrument, and shall inure to the benefit of Milwaukee County and its successors and assigns.

This Guaranty shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned. Guarantor hereby represents and warrants to Milwaukee County that Guarantor has full power, right and authority to enter into, be bound by, and perform its obligations under this Guaranty.

Notwithstanding anything to the contrary contained herein, the amount of liability under this Limited Guaranty is limited to \$1,000,000, plus costs of collection to the extent not prohibited by law.

GUARANTOR:  
The UWM Real Estate Foundation, Inc.

By:   
Its: President



STATE OF WISCONSIN )  
 ) SS  
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on February 15, 2011 by  
Donna G. Hoff as President of The UWM Real Estate Foundation, Inc.

Lucas Roe  
Lucas Roe  
Notary Public, State of Wisconsin

My Commission: is permanent

2011

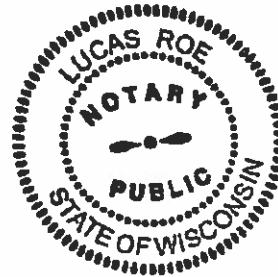
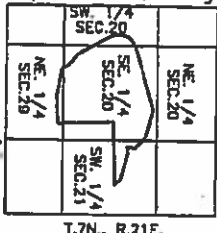


EXHIBIT A  
CERTIFIED SURVEY MAP

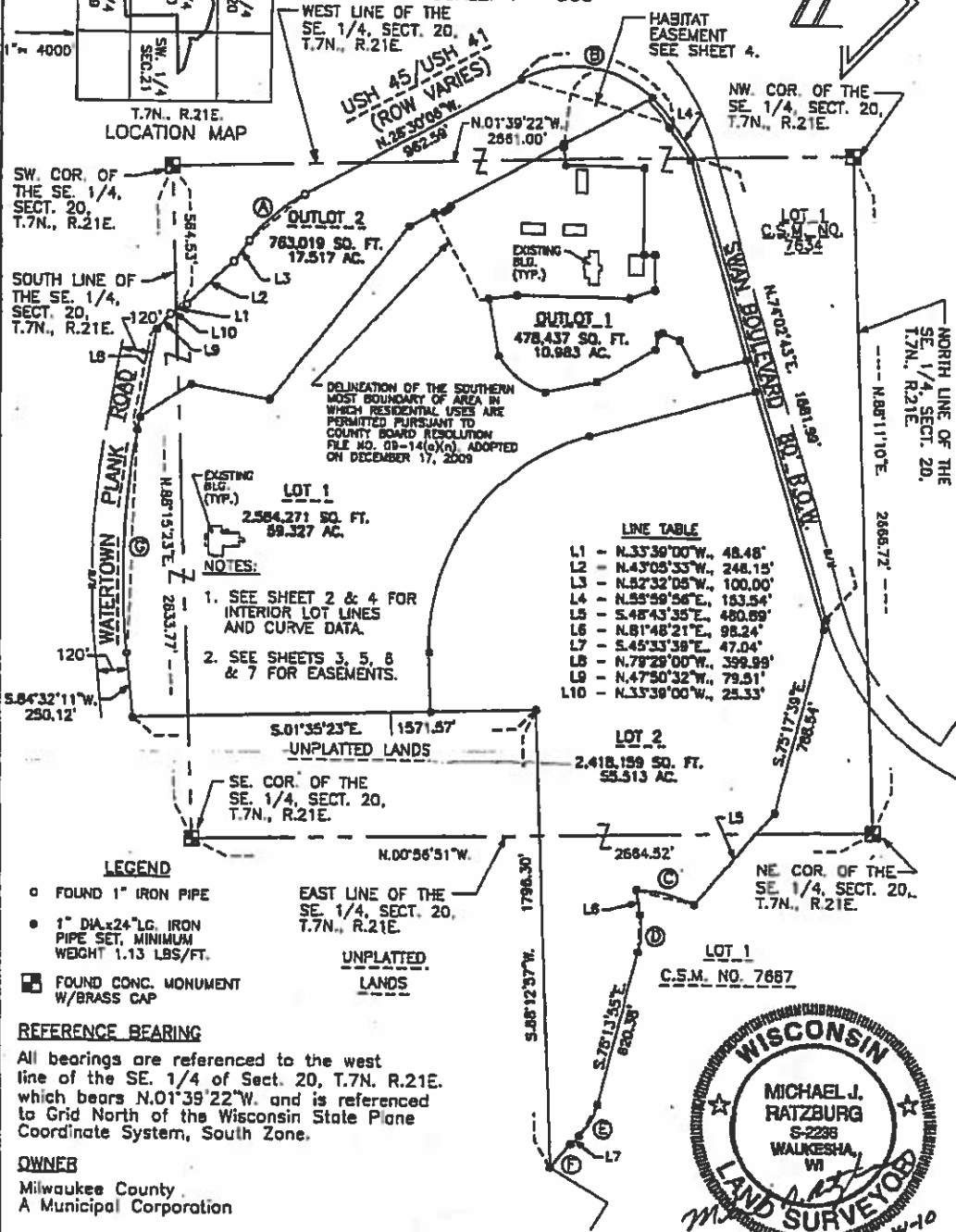
(SEE ATTACHED)

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



SCALE: 1" = 500'



DELINEATION OF THE SOUTHERN MOST BOUNDARY OF AREA IN WHICH RESIDENTIAL USES ARE PERMITTED PURSUANT TO COUNTY BOARD RESOLUTION FILE NO. 09-14(a)(n) ADOPTED ON DECEMBER 17, 2009

**LINE TABLE**

L1	- N.33°39'00"W.	48.48'
L2	- N.43°05'35"W.	248.15'
L3	- N.52°32'05"W.	100.00'
L4	- N.55°59'56"E.	183.54'
L5	- S.48°43'35"E.	480.69'
L6	- N.81°48'21"E.	98.24'
L7	- S.45°33'39"E.	47.04'
L8	- N.79°29'00"W.	399.89'
L9	- N.47°50'32"W.	79.51'
L10	- N.33°38'00"W.	25.33'

- NOTES:**
1. SEE SHEET 2 & 4 FOR INTERIOR LOT LINES AND CURVE DATA.
  2. SEE SHEETS 3, 5, 6 & 7 FOR EASEMENTS.

- LEGEND**
- FOUND 1" IRON PIPE
  - 1" DIA. x 24" L.G. IRON PIPE SET, MINIMUM WEIGHT 1.13 LBS./FT.
  - FOUND CONC. MONUMENT W/ BRASS CAP

**REFERENCE BEARING**  
All bearings are referenced to the west line of the SE. 1/4 of Sect. 20, T.7N., R.21E. which bears N.01°39'22"W. and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

**OWNER**  
Milwaukee County  
A Municipal Corporation



THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 1 OF 11

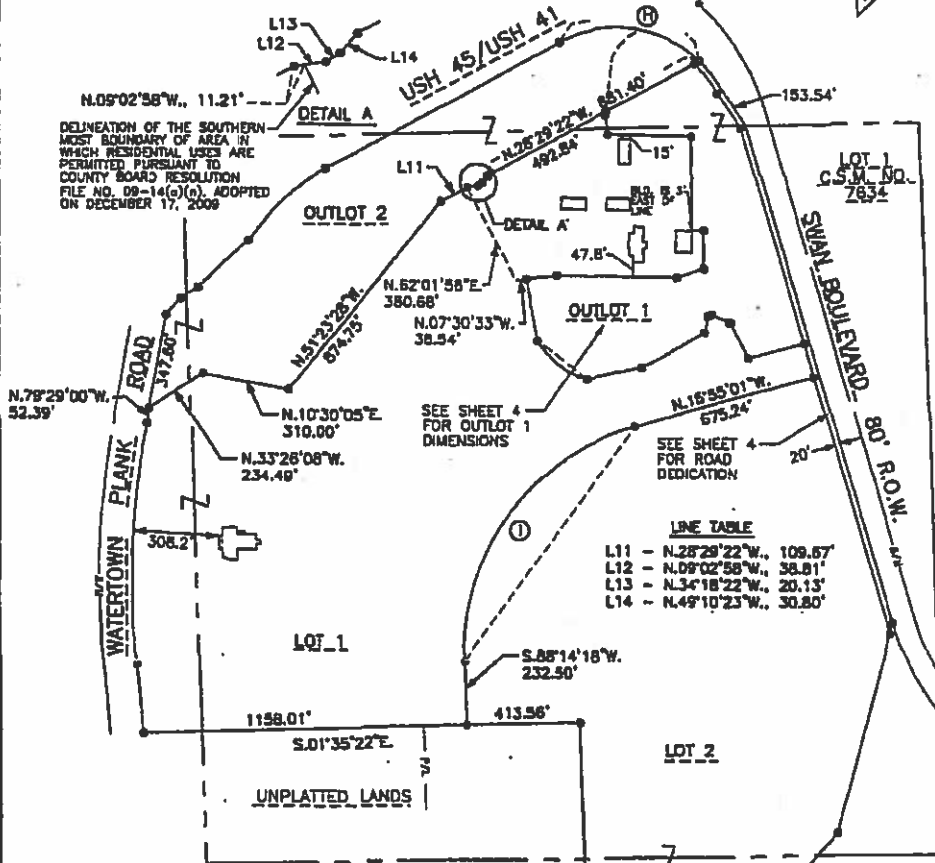
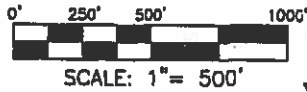
9/14/2010  
9:00:27 AM

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

## LEGEND

- 1" D.A. x 24" L.G. IRON PIPE SET, MINIMUM WEIGHT 3.13 LBS/FT.
- FOUND CONC. MONUMENT W/BRASS CAP



**LINE TABLE**

L11	- N.28°29'22"W., 109.67'
L12	- N.09°02'58"W., 58.81'
L13	- N.34°18'22"W., 20.13'
L14	- N.49°10'23"W., 30.80'

## CURVE TABLES

<p><b>A</b> DEL. = 24°02'02" TAN. = 145.22' RAD. = 882.20' LEN. = 285.18' LC. = 284.07' CB = N.40°31'08"W.</p>	<p><b>D</b> DEL. = 22°57'42" TAN. = 75.15' RAD. = 370.00' LEN. = 148.28' LC. = 147.29' CB = S.86°42'47"E.</p>	<p><b>C</b> DEL. = 15°58'50" TAN. = 444.82' RAD. = 3,166.84' LEN. = 883.27' LC. = 880.41' CB = N.87°28'25"W.</p>
<p><b>B</b> DEL. = 88°20'32" TAN. = 430.85' RAD. = 443.46' LEN. = 883.80' LC. = 818.04' CB = N.15°40'22"E.</p>	<p><b>E</b> DEL. = 20°50'05" TAN. = 72.84' RAD. = 275.00' LEN. = 142.41' LC. = 140.82' CB = S.60°23'47"E.</p>	<p><b>G</b> DEL. = 71°08'04" TAN. = 316.81' RAD. = 443.45' LEN. = 550.31' LC. = 515.67' CB = N.07°02'58"E.</p>
<p><b>C</b> DEL. = 26°11'46" TAN. = 118.88' RAD. = 510.00' LEN. = 233.18' LC. = 231.15' CB = S.14°14'59"W.</p>	<p><b>F</b> DEL. = 07°51'18" TAN. = 61.79' RAD. = 900.00' LEN. = 123.39' LC. = 123.29' CB = S.48°29'18"E.</p>	<p><b>I</b> DEL. = 75°44'30" TAN. = 872.68' RAD. = 865.00' LEN. = 1,143.48' LC. = 1,062.02' CB = N.53°52'17"W.</p>

LOT 1  
C.S.M. NO. 7687



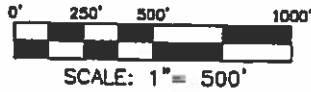
THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB NO. 20090184 SHEET 2 OF 11

9/14/2010  
8:54:18 AM

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

- LEGEND**
- FOUND 1" IRON PIPE
  - 1" DIA. x 24" L.C. IRON PIPE SET, MINIMUM WEIGHT 1.13 LBS/FT.
  - FOUND CONC. MONUMENT W/BRASS CAP



COURSES 5-10 ARE THE CENTERLINE OF 20' WIDE WATER MAIN EASEMENT

COURSES 11-14 ARE THE CENTERLINE OF 20' WIDE WATER MAIN EASEMENT

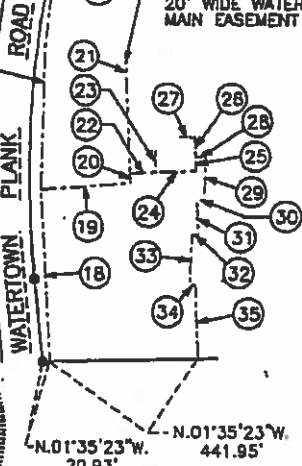
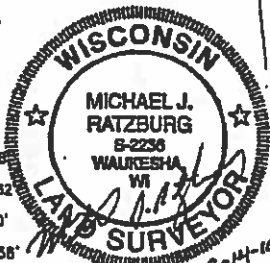
CENTERLINE OF 20' WIDE WATER MAIN EASEMENT SEE DETAIL A

COURSES 1-4 ARE THE CENTERLINE OF 50' WIDE WATER MAIN EASEMENT

CENTERLINE OF 20' WIDE WATER MAIN EASEMENT

**LINE TABLE FOR WATER MAIN EASEMENT**

① N 60°36'21" W, 708.91'	⑩ N 75°20'00" W, 153.22'	⑲ S 88°10'59" W, 27.70'
② N 57°35'58" W, 164.90'	⑪ N 08°19'01" W, 433.71'	⑳ S 88°10'59" W, 27.70'
③ N 60°15'53" W, 789.45'	⑫ N 03°08'58" W, 78.12'	㉑ S 87°46'37" W, 352.15'
④ S 75°53'22" W, 75.49'	⑬ N 87°32'24" W, 52.89'	㉒ N 02°52'20" W, 77.64'
⑤ S 89°54'25" W, 63.42'	⑭ N 02°29'15" W, 277.40'	㉓ S 85°01'59" W, 65.59'
⑥ N 80°22'41" W, 49.52'	⑮ N 04°26'15" W, 28.88'	㉔ N 02°32'13" W, 117.34'
⑦ N 71°44'12" W, 222.26'	⑯ N 04°40'06" W, 269.48'	㉕ S 87°23'12" W, 40.32'
⑧ N 84°51'29" W, 559.14'	⑰ S 88°18'45" E, 430.42'	㉖ S 87°40'36" W, 62.33'
⑨ S 01°45'15" E, 67.30'	⑱ N 04°40'06" W, 269.48'	㉗ S 00°14'01" E, 47.84'
	⑳ S 88°10'59" W, 27.70'	㉘ N 04°26'15" W, 28.88'
	㉑ S 87°46'37" W, 352.15'	㉙ S 88°22'03" E, 123.62'
	㉒ N 02°52'20" W, 77.64'	㉚ S 26°08'51" E, 23.30'
	㉓ S 85°01'59" W, 65.59'	㉛ S 35°56'05" W, 148.56'
	㉔ N 02°32'13" W, 117.34'	
	㉕ S 87°23'12" W, 40.32'	
	㉖ S 87°40'36" W, 62.33'	
	㉗ S 00°14'01" E, 47.84'	
	㉘ N 04°26'15" W, 28.88'	
	㉙ S 88°22'03" E, 123.62'	
	㉚ S 26°08'51" E, 23.30'	
	㉛ S 35°56'05" W, 148.56'	

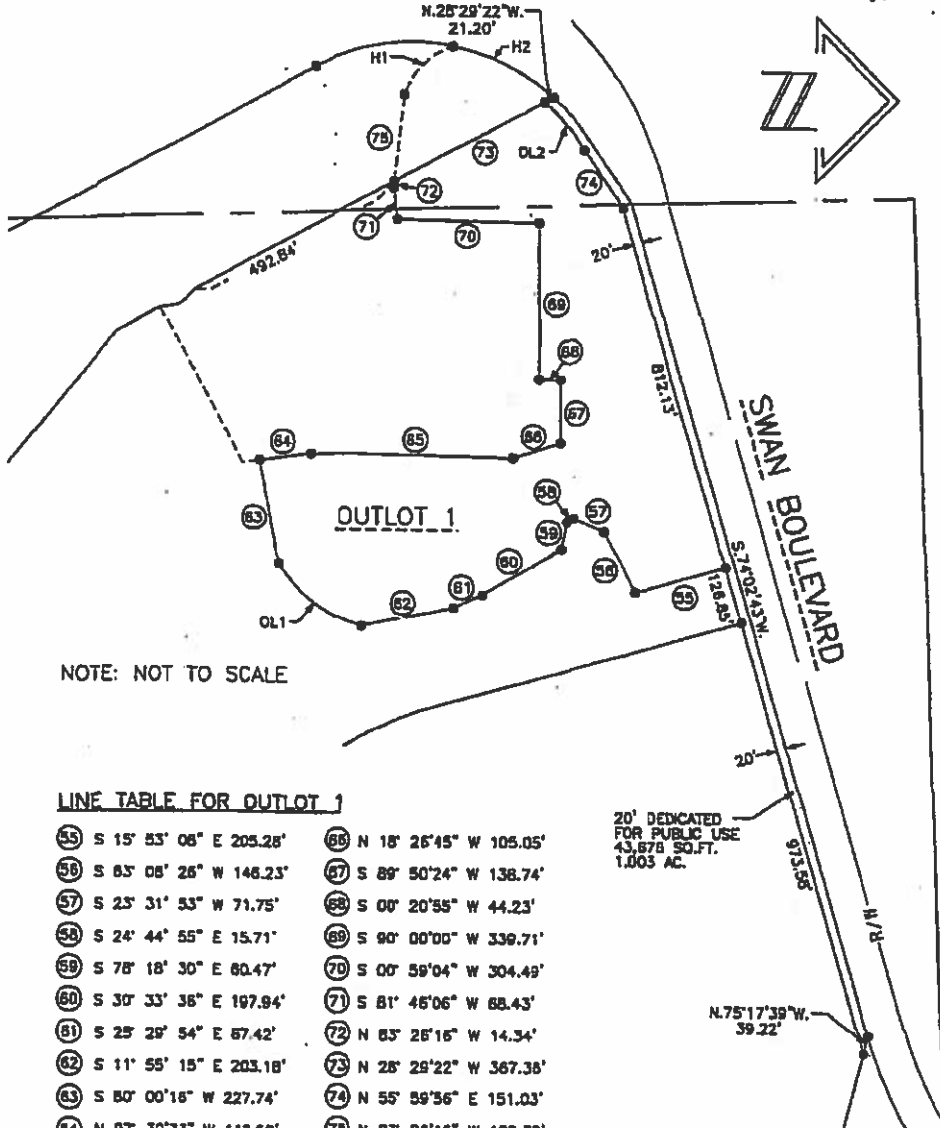


THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 3 OF 11

9/14/2010  
8:54:00 AM

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



NOTE: NOT TO SCALE

### LINE TABLE FOR OUTLOT 1

65 S 15° 53' 08" E 205.28'	66 N 18° 26' 45" W 105.05'
68 S 83° 08' 26" W 146.23'	67 S 89° 50' 24" W 136.74'
69 S 25° 31' 53" W 71.75'	68 S 00° 20' 55" W 44.23'
62 S 24° 44' 55" E 15.71'	69 S 90° 00' 00" W 339.71'
63 S 78° 18' 30" E 60.47'	70 S 00° 59' 04" W 304.49'
64 S 30° 33' 36" E 197.94'	71 S 81° 46' 06" W 68.43'
65 S 25° 29' 54" E 67.42'	72 N 63° 26' 16" W 14.34'
66 S 11° 55' 15" E 203.18'	73 N 28° 29' 22" W 367.36'
67 S 80° 00' 16" W 227.74'	74 N 55° 59' 36" E 151.03'
68 N 07° 30' 33" W 112.50'	75 N 83° 26' 16" W 189.32'
69 N 00° 53' 40" E 437.61'	

20' DEDICATED FOR PUBLIC USE  
43,678 SQ.FT.  
1.003 AC.

#### CURVE OL1

Del = 44°00'21"  
Tan = 123.08'  
Len = 233.94'  
Rad = 304.59'  
LC = 226.23'  
CB = N37°16'18"E

#### CURVE OL2

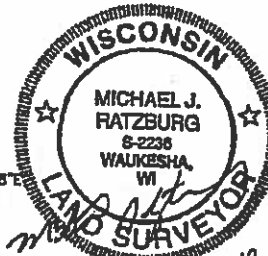
Del = 18°18'03"  
Tan = 68.08'  
Len = 135.01'  
Rad = 423.48'  
LC = 134.44'  
CB = S30°48'13"W

#### CURVE H1

Del = 50° 33' 33"  
Tan = 82.81'  
Len = 154.72'  
Rad = 178.34'  
LC = 149.75'  
CB = N44°57'56"W

#### CURVE H2

Del = 31°23'04"  
Tan = 124.59'  
Len = 242.91'  
Rad = 443.48'  
LC = 239.88'  
CB = N26°54'28"E



THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB NO. 20090184 SHEET 4 OF 11

9/14/2010  
8:48:30 AM

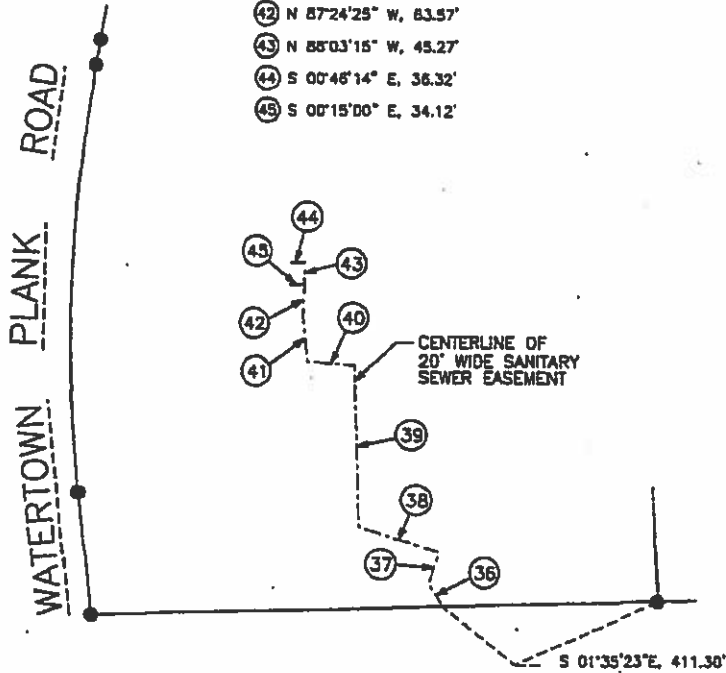
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



### LINE TABLE FOR SANITARY SEWER

- ③⑥ S 57°27'24" W, 54.44'
- ③⑦ N 71°15'23" W, 67.16'
- ③⑧ S 17°45'40" W, 167.78'
- ③⑨ S 88°37'11" W, 331.83'
- ④① S 0°37'42" W, 96.74'
- ④① S 8°49'03" W, 93.69'
- ④② N 87°24'25" W, 63.57'
- ④③ N 88°03'15" W, 45.27'
- ④④ S 0°46'14" E, 36.32'
- ④⑤ S 0°15'00" E, 34.12'



NOTE: NOT TO SCALE

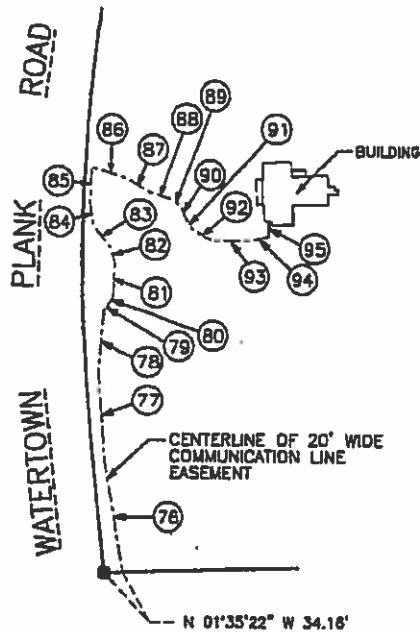


THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 5 OF 11

9/14/2010  
8:48:21 AM

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



NOTE: NOT TO SCALE

### LINE TABLE FOR COMMUNICATION LINE

76 S. 80°37'58" W, 203.07'	89 N. 34°18'04" E, 20.42'
77 S. 86°07'31" W, 165.00'	90 N. 67°01'20" E, 27.49'
78 N. 84°58'34" W, 112.90'	91 N. 59°02'59" E, 22.36'
79 N. 48°41'34" W, 14.91'	92 N. 28°32'45" E, 41.87'
80 N. 63°05'26" W, 17.62'	93 N. 00°29'44" W, 68.22'
81 N. 86°47'41" W, 59.31'	94 N. 11°30'09" W, 35.28'
82 S. 75°29'59" W, 28.38'	95 S. 69°57'05" W, 27.39'
83 S. 51°19'54" W, 52.86'	
84 S. 83°00'48" W, 41.81'	
85 N. 87°56'09" W, 64.86'	
86 N. 18°00'09" E, 68.66'	
87 N. 32°07'12" E, 46.16'	
88 N. 16°48'25" E, 42.44'	



THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 6 OF 11

9/14/2010  
8:47:04 AM

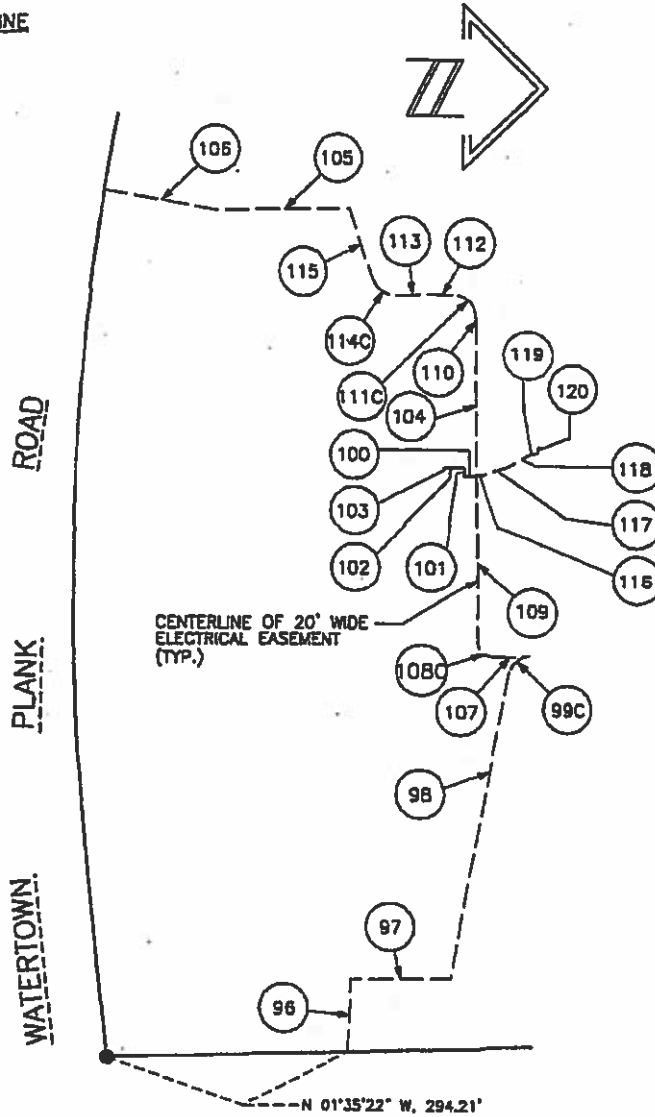


# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

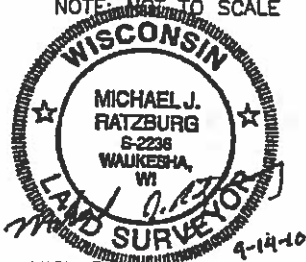
Being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

### LINE TABLE FOR ELECTRIC LINE

- 96 N. 85° 45' 14" W., 85.70'
- 97 N. 00° 57' 40" W., 119.73'
- 98 N. 79° 12' 42" W., 376.46'
- 99C DEL.= 64°07'36"  
TAN.= 17.90'  
LEN.= 31.99'  
RAD.= 28.58'  
CB.= N.39°55'30"W.  
CD.= 30.34'
- 100 S. 02° 32' 27" E., 14.44"
- 101 S. 88° 55' 36" W., 10.31'
- 102 S. 00° 32' 58" W., 24.87'
- 103 N. 87° 45' 55" E., 7.01'
- 104 S. 89° 53' 34" W., 192.46'
- 105 S. 00° 34' 58" E., 161.47'
- 106 S. 09° 34' 43" W., 139.83'
- 107 S. 00° 05' 36" W., 44.65'
- 108C DEL.= 78°54'11"  
TAN.= 14.81'  
LEN.= 24.66'  
RAD.= 17.68'  
CB.= S.44°06'46"W.  
CD.= 22.71'
- 109 S. 89° 53' 34" W., 200.65'
- 110 S. 80° 17' 45" W., 13.13'
- 111C DEL.= 83°40'04"  
TAN.= 15.14'  
LEN.= 27.09'  
RAD.= 24.38'  
CB.= S.38°26'41"W.  
CD.= 25.72'
- 112 S. 02° 08' 33" W., 33.47'
- 113 S. 03° 25' 27" E., 38.63'
- 114C DEL.= 85°42'16"  
TAN.= 21.07'  
LEN.= 37.42'  
RAD.= 32.63'  
CB.= S.33°18'09"W.  
CD.= 35.40'
- 115 S. 72° 34' 39" W., 88.60'



NOTE: NOT TO SCALE



- 116 N. 02° 32' 27" W., 7.89"
- 117 N. 17° 30' 04" W., 29.72'
- 118 N. 30° 05' 26" W., 32.81'
- 119 N. 12° 40' 21" W., 8.49'
- 120 N. 75° 20' 15" W., 8.22'

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 7 OF 11

9/14/2010  
6:47:18 AM

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

That part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN         )  
   ) SS  
 MILWAUKEE COUNTY         )

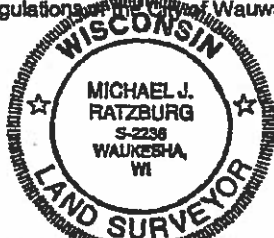
**APPROVED  
 FOR  
 DESCRIPTION  
  
 COUNTY DTPW 9/17/10**

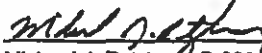
I, Michael J. Ratzburg, a registered land surveyor, do hereby certify:

That I have surveyed, divided, dedicated and mapped all part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, Section 20, Northeast 1/4, Southeast 1/4, Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of said Southeast 1/4; thence North 88°15'23" East, on and along the south line of said Southeast 1/4, 564.53 feet to the point of beginning and the east right of way of USH 41/45; thence North 33°39'00" West, on and along said east right of way, 48.48 feet; thence North 43°05'33" West, on and along said east right of way, 246.15 feet; thence North 52°32'05" West, on and along said east right of way, 100.00 feet to the beginning of a curve to the right, having a radius of 682.20 feet and a long chord of North 40°31'06" West, 284.07 feet; thence Northwesterly, on and along the arc of said curve and said east right of way, 286.16 feet; thence North 28°30'08" West, on and along said east right of way, 862.59 feet to the beginning of a curve to the right, having a radius of 443.48 feet and a long chord of North 15°40'22" East, 618.04 feet; thence Northeasterly, on and along the arc of said curve and said east right of way, 883.80 feet to the south right of way line of Swan Boulevard; thence North 55°59'58" East, on and along said south right of way line, 153.54 feet; thence North 74°02'43" East, on and along said south right of way line, 1881.99 feet to the west line of Lot 1 of Certified Survey Map 7687; thence South 75°17'39" East, on and along said west line, 788.54 feet; thence South 48°43'35" East, on and along said west line, 480.89 feet to the beginning of a curve to the left, having a radius of 510.00 feet and a long chord of South 14°14'59" West, 231.15 feet; thence Southwesterly, on and along the arc of said curve and said west line, 233.18 feet; thence North 81°48'21" East, on and along said west line, 98.24 feet to the beginning of a curve to the right having a radius of 370.00 feet and a long chord of South 86°42'47" East, 147.29 feet; thence Southeasterly, on and along the arc of said curve and said west line, 148.28 feet; thence South 75°13'55" East, on and along said west line, 620.38 feet to the beginning of a curve to the right, having a radius of 275.00 feet and a long chord of South 60°23'47" East, 140.82 feet; thence Southeasterly, on and along the arc of said curve and said west line, 142.41 feet; thence South 45°33'39" East, on and along said west line, 47.04 feet to the beginning of a curve to the left, having a radius of 900.00 feet and a long chord of South 49°29'18" East, 123.29 feet; thence Southeasterly, on and along the arc of said curve and said west line, 123.39 feet; thence South 88°12'57" West, 1796.30 feet; thence South 01°35'23" East, 1571.57 feet to the north right of way line of Watertown Plank Road; thence South 84°32'11" West, on and along said north right of way line, 250.12 feet to the beginning of a curve to the right, having a radius of 3,166.84 feet and a long chord of North 87°28'25" West, 880.41 feet; thence Northwesterly, on and along the arc of said curve and said north right of way line, 883.27 feet; thence North 79°29'00" West, on and along said north right of way line, 399.99 feet to the east right of way line of USH 41/45; thence North 47°50'32" West, on and along said east right of way line, 79.51 feet; thence North 33°39'00" West, on and along said east right of way line, 25.33 feet to the point of beginning. Containing 6,287,562 square feet (144.343 acres), more or less.

That I have made such survey, land division, and map by the direction of the owners of said land. That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Wauwatosa, in surveying, dividing, dedicating and mapping the same.



  
 Michael J. Ratzburg, S-2236  
 Registered Wisconsin Land Surveyor

Date: 9-14-10

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

That part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

**MUNICIPAL CORPORATION OWNER'S CERTIFICATE:**

Milwaukee County, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said municipal corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map in accordance with the Regulations of the City of Wauwatosa.

Milwaukee County further certifies that this Certified Survey Map is required by s.236.10 or 236.12 to be submitted to the following for approval: City of Wauwatosa.

As owner, Milwaukee County hereby restricts all lots and blocks, so that no owner, possessor, user, licensee, or other person may have right of direct vehicular ingress or egress from any highway lying within the right-of-way of U.S.H. 45, as shown on the land division map; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Wisconsin Statutes and shall be enforceable by the Wisconsin Department of Transportation or its assigns.

In Witness whereof, Milwaukee County, has caused these presents to be signed by Scott Walker, Milwaukee County Executive, at Milwaukee, Wisconsin and its corporate seal to be hereunto affixed on this 22nd day of September 2010.

In the presence of:

[Signature]  
Scott Walker, Milwaukee County Executive

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

Personally came before me this 22nd day of Sept, 2010, Scott Walker, County Executive of the above named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such County Executive of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

[Signature]  
Notary Public, State of Wisconsin  
My commission expires: March 3, 2013

[Signature]  
Joseph Czamezki, Milwaukee County Clerk

APPROVED FOR EXECUTION  
[Signature]  
CORPORATION COUNSEL. 9/22/10

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

Personally came before me this 22nd day of September, 2010, Joseph Czamezki, County Clerk of the above named municipal corporation to me known to be person who executed the foregoing instrument, and to me known to be such County Clerk of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

[Signature]  
Notary Public, State of Wisconsin  
My commission expires: March 3, 2013



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

That part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

**COMMON COUNCIL APPROVAL**

This land division is hereby approved and the road dedication hereby accepted by the Common Council of the City of Wauwatosa in accordance with resolution adopted on this 4<sup>th</sup> day of May, 2010.

Carla A. Ledesma  
Carla A. Ledesma, City Clerk

**PLANNING COMMISSION APPROVAL**

Approved by the Planning Commission of the City of Wauwatosa in accordance with resolution adopted on this 2<sup>nd</sup> day of March, 2010.

Jill Didler  
Jill Didler, Chairperson

Nancy L. Welch  
Nancy L. Welch, Secretary

**CERTIFICATE OF MILWAUKEE COUNTY TREASURER**

I, Daniel J. Diliberti, being duly elected, qualified and acting as County Treasurer of Milwaukee County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of September 22, 2010 on any of the land included in this Certified Survey Map.

9/22/10  
Date

Daniel J. Diliberti  
Daniel J. Diliberti, Milwaukee County Treasurer



**Terms and Conditions of Easement Rights Reserved and Retained by Milwaukee County**  
(Easement Areas are shown and defined on Sheets 3, 5, 6 and 7)

1. The Owner may construct land improvements in the easement areas retained by Milwaukee County and those of the private utilities within the subject property for the noted utilities, provided the improvement does not impact Milwaukee County's, or that of the private utilities, use and access of their facilities. The Owner shall not proceed with any land improvements within the easement areas without prior written consent from Milwaukee County and the specific utility involved, if applicable.
2. Milwaukee County owned utilities shall be owned, operated and maintained at no expense to the Owner. Future hook-ups to Milwaukee County utilities shall require written consent of Milwaukee County.
3. To the extent provided by law, the Owner shall be responsible for and hold Milwaukee County harmless from all damages, loss or injury to the Owner's property and/or person due to actions taken by the Owner that cause damages to Milwaukee County's utilities.

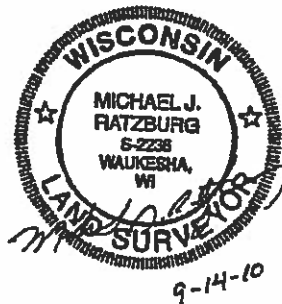
Michael J. Ratzburg  
MICHAEL J. RATZBURG  
S-2236  
WALKESHA, WI  
LAND SURVEYOR  
9-14-10



## CERTIFIED SURVEY MAP NO.

That part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 20, the Northeast 1/4, Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20, the Northwest 1/4 of the Southwest 1/4 of Section 21 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 28, in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

4. The Director of the Milwaukee County Department of Transportation and Public Works (or his/her successor or assign), shall be Milwaukee County's designated agent to which all letters, notices, and other communications shall be delivered, and the Owner of the subject property shall be the designated agent to whom all notices, letters and other communications shall be delivered.
5. Milwaukee County reserves the right to enter upon the Owner's land within reasonable proximity of the easement area for the purpose of repairing, maintaining, constructing or reconstructing the utility.
6. Milwaukee County agrees to restore or cause to be restored the surface of the Owner's land, as nearly as is reasonable possible, to the condition existing prior to such entry by Milwaukee County, excepting that Milwaukee County will not repair, replace or reconstruct any above or below ground improvement or items encroaching into the easement area including, but not limited to, items, such as retaining walls, buildings, trees, drainage structures, etc. Milwaukee County will notify the Owner of the need for any planned maintenance or reconstruction of existing utilities. Owner reserves the right to relocate (at its own expense) any of Milwaukee County's utilities that potentially may interfere with the ultimate use of the lots. Any such relocation, if feasible, would need to be coordinated with Milwaukee County and require their approval which will not be unreasonably withheld.
7. Each individual easement shall remain in full force and effect until changed at some future time by mutual and binding agreement between the parties having legal authority to do so for as long as Milwaukee County has a need for the utility locations.
8. Those noted utilities in place and in service will remain in place and in service, unless a new service, that meets the satisfaction of Milwaukee County, is installed to replace the existing service at no expense to Milwaukee County. With any new service, a new easement, if required, shall also be established at no expense to Milwaukee County. With any utilities that are replaced in this manner, the utilities that are ultimately abandoned shall be deemed abandoned in place upon execution of the affidavit by Milwaukee County with no obligation thereafter for Milwaukee County to remove them.



**EXHIBIT B**

**COUNTY BOARD RESOLUTION 09-14(a)(n) AND THE HABITAT RESTORATION LANDSCAPE PLAN  
FOR THE MILWAUKEE COUNTY GROUNDS-NORTHEAST QUADRANT DATED DECEMBER 11, 2009  
(SEE ATTACHED)**



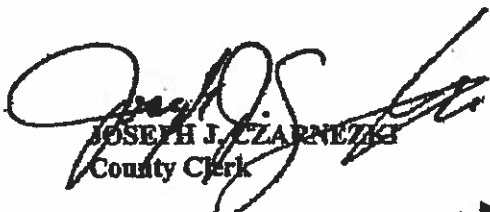
OFFICE OF THE COUNTY CLERK

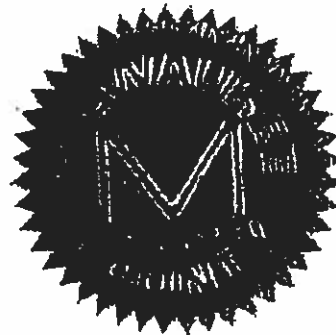
JOSEPH J. CZARNEZKI • COUNTY CLERK

STATE OF WISCONSIN     )  
  )SS  
COUNTY OF MILWAUKEE    )

I, Joseph J. Czarnezki, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that the attached copy of File No. 09-14(a)(n) is a true and correct copy of the original resolution duly adopted by the Milwaukee County Board of Supervisors at a meeting held on December 17, 2009 and signed by the Milwaukee County Executive on December 21, 2009.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee, this 22<sup>nd</sup> day of December, 2009.

  
JOSEPH J. CZARNEZKI  
County Clerk



DEC 17 2009

Supcom 1

sub. sub. 2

Rev. 3

4

on 5

substitution 6

572 7

8

on 9

adoption 10

11

161 12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

File No. 09-14(a)(n)  
(Journal, December 18, 2008)

(ITEM 3) Reference file established by the County Board Chairman, relative to Sales of Surplus Lands, by recommending adoption of the following:

**A SUBSTITUTE RESOLUTION**

WHEREAS, the Milwaukee County Board of Supervisors adopted a resolution (File No. 09-14(a)(g)) that authorized the execution of a Real Property Purchase Agreement and Development Agreement with the University of Wisconsin-Milwaukee for the purchase of a portion of the northeast quadrant of the County Grounds (Parcel 1, Parcel 2, Outlot 1 and Outlot 2) for the development of a new College of Engineering and Applied Sciences to be known as Innovation Park; and

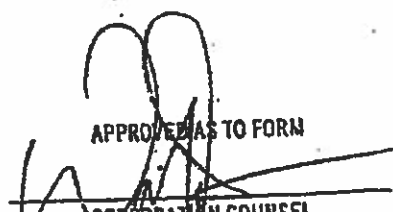
WHEREAS, the resolution required the development of a restoration landscaping plan by UWM or its designee, Milwaukee County Parks staff, a representative of the Milwaukee Public Museum's curatorial staff and a representative of the Friends of the Monarch Trail and approval of the plan by the County Board (as a contingency of closing); and

WHEREAS, during the process of analyzing existing critical habitat areas and delineating future areas considered paramount to providing meaningful wildlife and butterfly habitat, the restoration landscaping plan team determined that approximately 14-acres of the site (Habitat Protection Area) adjacent to the Eschweiler Buildings ("Eschweiler area") is of most importance environmentally; and

WHEREAS, the Real Property Purchase Agreement delineates a 13.30-acre parcel of the property as conservancy ("Outlot 1"), which limits permitted land uses to stormwater management facilities and surface related uses as cited in Section 2.2 of the Development Agreement; and

WHEREAS, the habitat restoration landscaping plan recognizes protection of the Eschweiler area, requires realignment and relocation of the internal roadway to the east of the development site in order to intersect with Swan Boulevard within Outlot 1, and recommends reallocation of the buildable/development area to a portion of Outlot 1 to offset the Eschweiler area use restrictions; and

WHEREAS, the City of Wauwatosa has also indicated its preference for a more easterly relocation of the internal roadway in order to provide safer vehicular and pedestrian travel across and along Swan Boulevard; and

  
APPROVED AS TO FORM  
CORPORATION COUNSEL



43 WHEREAS, Section 2.2 of the Development Agreement states that any use of Outlot  
44 1 inconsistent with the permitted uses set forth, shall require Milwaukee County's written  
45 consent; and  
46

47 WHEREAS, pursuant to the Development Agreement (Section 1(e)), Ancillary  
48 Support Uses to serve the tenants of the Milwaukee County Grounds is geographically  
49 limited to the immediate vicinity of the Eschweiler Buildings, which may involve the  
50 redevelopment of the Eschweiler Buildings and/or construction of new buildings with a  
51 mix of primarily commercial uses in order to provide viability, given the challenge of the  
52 historic buildings' use (configuration) and current condition; and  
53

54 WHEREAS, as a result of the delineation of the critical habitat for wildlife and  
55 Monarch butterflies in the Eschweiler area and relocation of the internal roadway to the  
56 east to Outlot 1, the economic viability of the commercial and retail use in this area may be  
57 diminished; and  
58

59 WHEREAS, given this potential, UWM is requesting, and the Director of the  
60 Department of Parks, Recreation and Culture concurs, that the Development Agreement be  
61 amended to permit the following alterations:

- 62
- 63 • Release of use restrictions on Outlot 1,
  - 64 • Relocate portions of the internal roadway onto Outlot 1,
  - 65 • Permit buildable/development area on Outlot 1,
  - 66 • Permit historically compatible residential use, but only within the  
67 Eschweiler area (located within Parcel 1) which shall be defined as  
68 the area north of a line which is perpendicular to the western  
69 boundary of Parcel 1 and between Outlot 1 and Outlot 2, 300 feet  
70 south of the most southerly Eschweiler building known as 54, as an  
71 Ancillary Support Use, as defined and enforced in the development  
agreement

72 ; now, therefore,  
73

74 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby approves  
75 the habitat restoration landscaping plan as developed by the restoration landscaping plan  
76 team for reasons including, but not limited to the following:  
77

- 78
- 79 • The protection, in perpetuity, of the Habitat Protection Area in the  
80 Eschweiler area that is more significant environmentally rather than  
81 the environmentally less significant land within Outlot 1, thus  
82 resulting in the preservation of more meaningful wildlife and butterfly  
83 habitat, including critical butterfly roosting sites in the Oak Grove and  
Sycamore tree.
  - 84 • The relocation of the internal Innovation Park roadway to the east to  
85 intersect Swan Boulevard within Outlot 1:

86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129

1. Preserves the continuity of the butterfly flyway linking the Oak Grove to the Sycamore tree and minimizes the disruption of this critical habitat corridor during and after construction
  2. Permits the construction of a controlled intersection, thus providing a direct pedestrian and vehicular link between UWM Innovation Park and the DNR-Forestry Awareness Center north of Swan Boulevard, and results in safer vehicular site-lines on Swan Boulevard.
- The protection, replacement, creation and enhancement of wildlife habitat and the increase in native and butterfly sustaining plantings.
  - The reconnection of the isolated areas of significance with other surrounding natural and developed land areas in an attempt to create a more contiguous, diverse and natural environment, while keeping these areas accessible to the many future users of the area.
  - The protection of the most important natural areas, creating new habitat to connect it to surrounding natural resources and establishing a trail network that serves to connect all these amenities while making the larger geographical area more sustainable, functional, desirable and accessible to the public

; and

BE IT FURTHER RESOLVED, the County Board further authorizes and directs the Interim Director of Transportation and Public Works Department to execute an amendment to the Real Property Purchase and Development Agreements, contingent upon Corporation Counsel approval, to incorporate the approved habitat restoration landscaping plan, which protects the environmentally sensitive parts of the Eschweiler area and to permit the following alterations:

- Release of use restrictions on Outlot 1,
- Relocate portions of the internal roadway onto Outlot 1,
- Permit buildable/development area on Outlot 1,
- Permit historically compatible residential use, but only within the Eschweiler area (located within Parcel 1) which shall be defined as the area north of a line which is perpendicular to the western boundary of Parcel 1 and between Outlot 1 and Outlot 2, 300 feet south of the most southerly Eschweiler building known as S4, as an Ancillary Support Use, as defined and enforced in the development agreement

; and

BE IT FURTHER RESOLVED, that the Director of the Department of Parks, Recreation and Culture, the Interim Director of the Department of Transportation and

130 Public Works, Risk Manager, Corporation Counsel, Register of Deeds, and other  
131 appropriate County officials are authorized and directed to prepare, review, approve,  
132 execute and record all documents and perform all actions required to implement and  
133 enforce the provisions of the habitat restoration landscaping plan and the amendment to  
134 the Real Property Purchase and Development Agreements; and

135

136 BE IT FURTHER RESOLVED, the instrument conveying title to the Eschweiler area  
137 shall include a use restriction reserving and requiring protection of the Habitat Protection  
138 Area, as defined in the habitat restoration landscaping plan, and perserving, in perpetuity,  
139 as a natural area with continuous public access, green or open space features, public  
140 recreational uses and public trail systems; and

141

142 BE IT FURTHER RESOLVED, that the campus landscaping plan should emphasize  
143 the use of native plant species and the removal of invasive species to the extent possible;  
144 and

145

146 BE IT FURTHER RESOLVED, that the development should incorporate sustainable,  
147 "green" design to minimize the negative environmental impacts of its footprint on adjacent  
148 conservation areas.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

DATE: December 2, 2009

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Habitat Restoration Plan for County Grounds NE Quadrant

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required                                       | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

**DESCRIPTION OF FISCAL EFFECT**

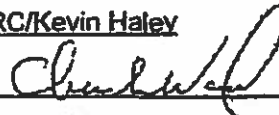
In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Development of this Habitat Restoration Plan was a requirement of Resolution No. 09-14(a)(g). The plan has been prepared as directed and its approval by Milwaukee County will fulfill one of the contingencies of closing specified in the Real Property Purchase Agreement and Development Agreement previously authorized. Adoption of this resolution will result in no changes to the fiscal effects established in the original Resolution which authorized the preparation of this Plan.

Department/Prepared By DPRC/Kevin Haley

Authorized Signature \_\_\_\_\_



Did DAS-Fiscal Staff Review?  Yes  No

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

**HABITAT RESTORATION LANDSCAPE PLAN**  
**FOR THE**  
**MILWAUKEE COUNTY GROUNDS - NORTHEAST QUADRANT**

**DECEMBER 11, 2009**

**CONTENTS:**

**BACKGROUND**

- 1. Conservation goals for existing significant habitat areas**
- 2. Design Principles and Criteria for habitat preservation, restoration, enhancement, creation and management within the northeast quadrant.**
- 3. Recommendations for integrating these Design Principles and Criteria into future development in areas outside of the conservation areas**
- 4. A map indicating the use and location of existing significant habitat areas**
- 5. A map of the northeast quadrant of the Milwaukee County Grounds showing the location of areas to be preserved, protected and enhanced and their relationship to existing properties, natural areas and proposed development zones**
- 6. Recommendations for the creation, enhancement and management of wildlife habitat areas within Parcels 1, 2 and 3, Outlots 1 and 2 and the Habitat Protection Area**
- 7. Recommended Planting List for Habitat Creation and Enhancement**

## BACKGROUND STATEMENT

The monarch butterfly (*Danaus plexippus*) is one of the best-known and most widely recognized species of butterflies in North America. Essentially a tropical species, the monarch has evolved a migratory strategy that enables it to utilize favorable weather and resources in the north for breeding over the summer months, and generations later, move south into the mountains in Mexico to survive the winter. Although the butterfly is common, the migration is so unique that it has been deemed "an endangered biological phenomenon." The overwintering sites in Mexico have been studied since first being reported in 1975, but due to their ephemeral nature, virtually nothing is known about the roosting that occurs during the annual migrations south. Very few such sites have been documented and little is known about the physical conditions associated with them. Some of these monarch roosting sites have been identified in the Northeast Quadrant of the Milwaukee County Grounds on the northwestern portion of the land proposed for sale to UW- Milwaukee. Thus, these groves of trees that are known roosting sites, are significant for the monarchs and residents of Milwaukee County, and provide an incredible opportunity to help maintain and advance our understanding of this unique biological phenomenon.

### **1. Conservation goals for existing significant habitat areas**

- Protect and enhance the existing Monarch roosting sites and associated habitat and microclimate which supports them
- Preserve other natural features and resources that support desirable wildlife that currently or potentially could inhabit this area
- Preserve, enhance and reestablish native plant communities that increase natural area values and provide greater ecological diversity and stability
- Provide public access to the preserved habitats for passive uses including observation of the Monarch roosting phenomenon, enjoyment of the natural resources and utilizing the site for educational purposes

**2. Design Principles and Criteria for habitat preservation, restoration, enhancement, creation and management within the northeast quadrant.**

- The groves of Monarch roost trees must be preserved, enhanced and managed and replacement trees should be planted to supplement the aging trees over the long term.
- A habitat protection corridor linking the groves of Monarch roost trees to the County conservation land (Parcel 3) to the east must be preserved and enhanced. Monarch movement is the primary target for this corridor. Any road constructed to provide access to the UWM land from Swan Boulevard should be planned to minimize disruption of this habitat corridor both during construction and upon completion by locating it on the eastern edge of Outlot 1. Building placement should avoid any impacts to these key areas.
- Trails providing public access should link the UWM-owned parcels to the County conservation land to the east as well as to the surrounding natural and cultural resources and public parking.
- Public parking should be available to access the conservation areas.
- A standard for controlling invasive species in the UWM conservation areas must be established. It should include a requirement to fund ongoing maintenance and stewardship activities consistent with that standard.
- The stormwater management plans for development on the UWM lands should preserve or enhance the natural area values of the area and they should be integrated with existing natural resource features and topography.

**3. Recommendations for integrating these principles and criteria into future development in areas outside of the conservation areas**

- Campus landscaping should emphasize and prominently feature the use of native plant species.
- To the greatest extent possible the UWM development should incorporate "green" design and construction principles to minimize negative impacts on adjacent conservation areas and to provide functional examples of environmentally sound development practices.
- Establish funding for the study of Monarch roosting sites and long term monitoring and maintenance of existing and created wildlife habitat areas.

**4. A map indicating the use and location of existing significant habitat areas**

**5. A map of the northeast quadrant of the Milwaukee County Grounds showing the location of areas to be preserved, protected and enhanced and their relationship to existing properties, natural areas and proposed development zones**



**6. Recommendations for the creation, enhancement and management of wildlife habitat areas**

**a. Outlot 2 – Reserved for WisDOT Freeway reconstruction**

Outlot 2 contains large areas of habitat currently used by Monarch Butterflies and other wildlife as depicted on the Butterfly Habitat Map. This area has been significantly manipulated over time yet has developed vegetation that helps to create the microclimate needed to provide both nectaring (feeding on plant nectar) and roosting habitat for the Monarchs. These existing areas are shown on the Habitat Map included in this plan. It is anticipated that freeway reconstruction will disturb at least the southern half of this parcel sometime within the next five years. The footprint of freeway related improvements should be designed to minimize the impacts from re-grading and construction activities. Areas disturbed by construction should be restored utilizing native plantings, especially species from the attached Plant List. The habitat establishment and management strategies described for the other areas within this plan should also be implemented. Until construction activities disturb this parcel, these habitat areas should remain protected and be enhanced so that they continue to provide the habitat critical to the Monarch Roosting Phenomenon and other wildlife. The areas within this parcel that are not disturbed should likewise continue to be protected, enhanced and managed to maximize wildlife habitat and provide passive enjoyment of the natural resources and educational opportunities.

**b. Habitat Protection Area – Between the Eschweiler area and Swan Blvd.**

The two most significant areas of the site from the Monarch habitat perspective are the Oak Grove to the northwest and the Sycamore tree grouping to the east of the Eschweiler buildings. Because of their unique location, characteristics, microclimate and nearby nectar sources these areas provide essential roosting habitat for the Monarchs as they migrate through the area in late fall. The delicate balance that sustains these two areas could easily be disturbed by development activities. The Habitat Protection Area was delineated by drawing a 120-foot wide protective buffer around the two tree areas and then connecting those areas with another buffer to define a contiguous habitat area. The portions of this area that are already occupied by buildings or pavement have been removed from the protected area since they no longer contain meaningful habitat qualities. The resulting Habitat Protection area represents that portion of the site, which is to be protected, preserved and environmentally enhanced. No buildings, disruptive site improvements or construction activities are allowed in this area. A long term Management Plan needs to be developed, funded and implemented to help eradicate existing invasive plant species and transform this area into a more sustainable natural area that can provide meaningful habitat for the Monarch

Butterflies and the other wildlife that utilize this area. This will also provide improved resources for passive recreation and education opportunities.

**c. Parcels 1 and 2 – UWM Development Land**

These parcels are designated for the development of the UWM Innovation Park. The majority of the site has been disturbed by the placement of soil fill and re-grading and has been revegetated. With the exception of the Habitat Protection Area these parcels currently contain few meaningful natural resources or critical wildlife habitat areas. It is appropriate that the majority of these parcels be utilized for the development of the UWM Innovation Park. In order to protect the integrity of the existing habitat areas at the north end of the parcels, the proposed roadway that intersects with Swan Boulevard should be realigned to the eastern edge of Outlot 1 on the northern end of the site. This will prevent the critical habitat areas at the north end from being bisected by development, preserve the integrity of the larger habitat area being preserved along Swan Boulevard and will help to link this area with the new habitat areas being created on Parcel 3 to the east. New landscaping around buildings should integrate with existing natural areas and be planted primarily with native species to help provide a consistent character throughout the Northeast Quadrant. The open, undeveloped areas should be left in a more natural state and managed to maintain and enhance these areas consistent with the recommendations established for the surrounding parcels. These efforts will help to ensure higher quality, sustainable habitats and improved passive recreation and educational opportunities.

**d. Outlot 1 – Transition between Development Land and Parkland**

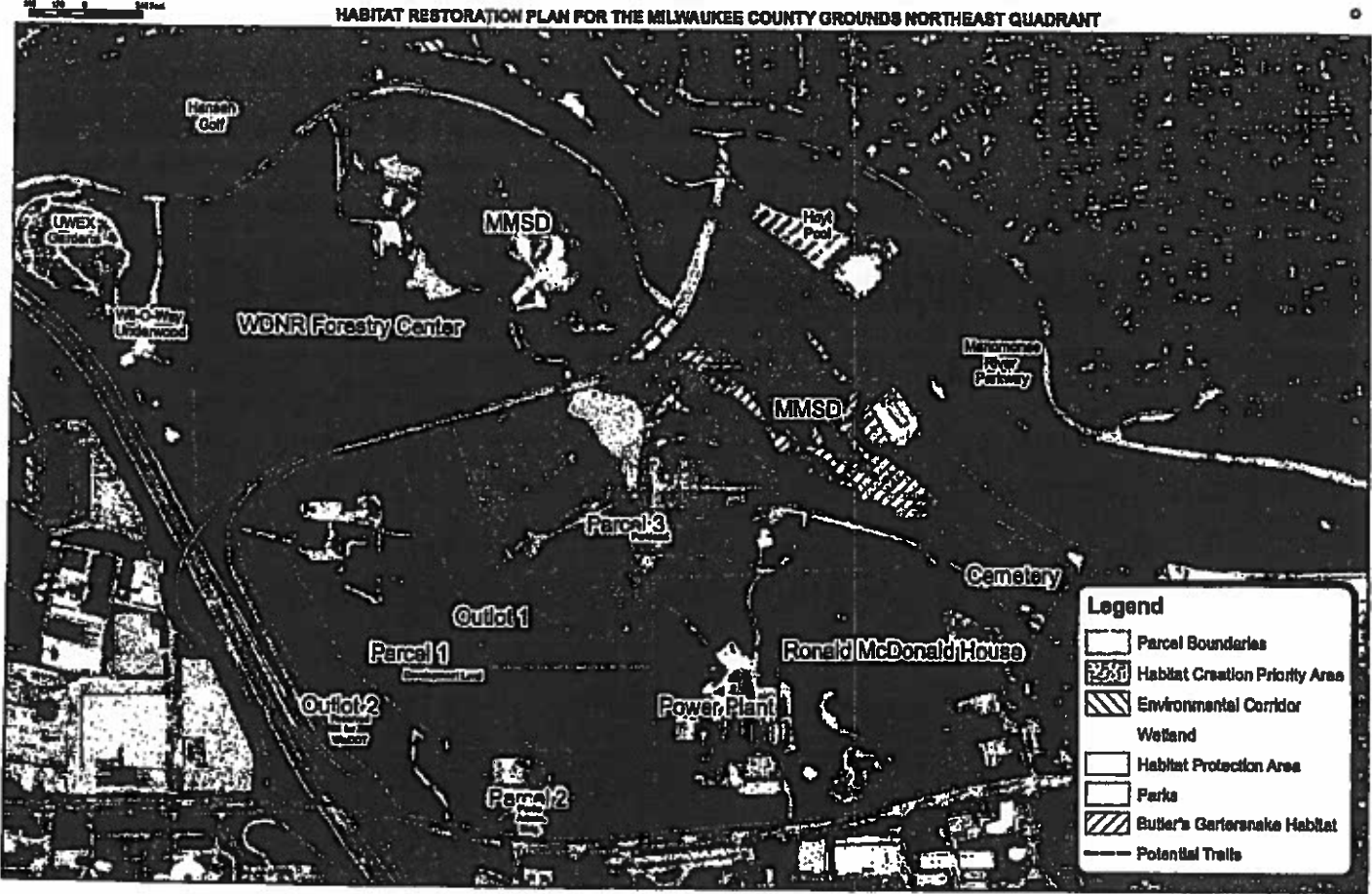
The existing characteristics of this parcel are very similar to Parcels 1 and 2. This area has previously been targeted to serve as a buffer with between the development areas and the parkland to the east. The proposed roadway that intersects with Swan Boulevard should be realigned to the eastern edge of this parcel. Development of this area should be consistent with the recommendations for Parcels 1 and 2. Development of storm water management facilities utilizing current best management practices is appropriate in this area. They should be designed to integrate with the surrounding topography, habitat areas and other structures and site improvements. Roadways, walkways, site amenities and buildings are also appropriate on this parcel provided they are consistent with the habitat preservation, enhancement and maintenance goals, principles and criteria outlined in this plan. Designs for this area should focus on integrating the proposed improvements in a manner that not only provides a buffer for the adjacent habitat areas but also serve to integrate the development with the existing and proposed natural and cultural resources in the Northeast Quadrant and greater surrounding area. The vegetation should be designed

and maintained to integrate with and enhance the proposed habitat to be created on the parkland to the east and to serve as a transition between developed areas and the surrounding habitat.

**e. Parcel 3 – Parkland**

The majority of this parcel has been disturbed by the placement of soil fill and re-grading and has been revegetated as well. This parcel, greater than 50 acres in size, will provide new habitat areas to replace those lost or impacted by the proposed developments and to help reconnect the previously severed Environmental Corridor that runs through this area along the Menomonee River. The Parks Department will undertake the design, construction and management of this parcel utilizing the goals, principles and criteria recommended in this plan. The land will be managed to remove and help prevent invasive species from dominating the area. Select native trees and new plant species from the Recommended Planting List will be established to create additional meaningful wildlife habitat and a more sustainable environment. Walks, trails or paths will be established in this area to provide critical linkages to the surrounding community and resources. These efforts will begin in the Habitat Priority Creation Area located in the northwest corner of this parcel and progress to the east and south over time. This priority has been established to help integrate the existing significant habitat areas to the west with the new habitat being created in hopes that the Butterflies and other wildlife utilizing these areas will migrate into and flourish in the new habitat. This approach also serves to create a more unified and functional amenity for the public by linking together the many natural and cultural resources present in this section of the community.

HABITAT RESTORATION PLAN FOR THE MILWAUKEE COUNTY GROUNDS NORTHEAST QUADRANT



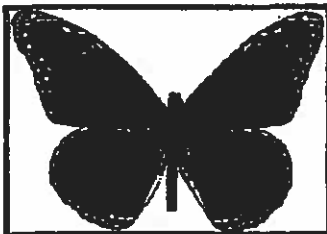
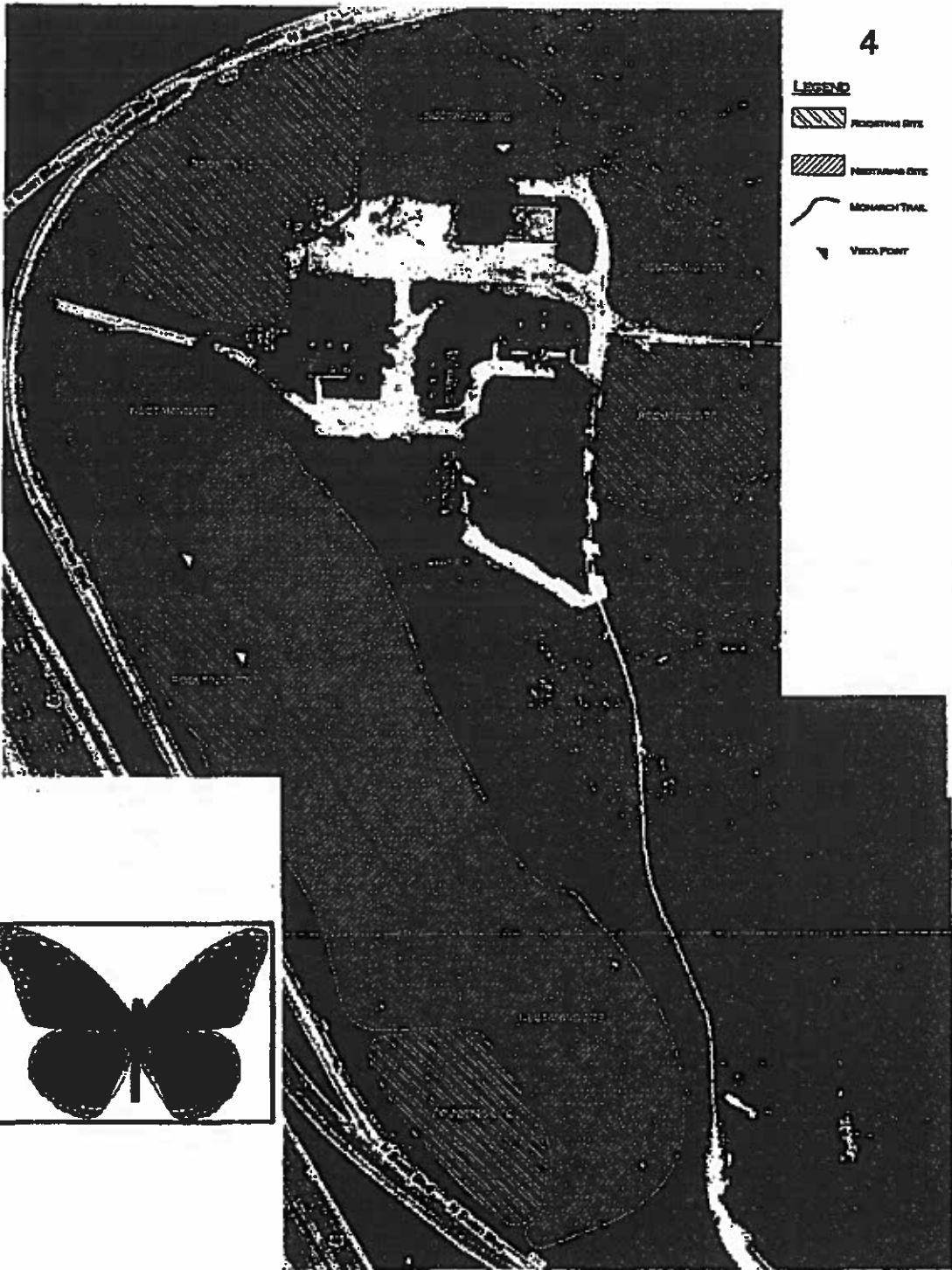
LEGEND

 POSITIVE SITE

 NEGATIVE SITE

 MONARCH TRAIL

 VISTA POINT



WILDLIFE USES AND LOCATIONS OF EXISTING SIGNIFICANT HABITAT AREAS IN THE NE QUADRANT

**MONARCH TRAIL BUTTERFLY HABITAT**  
 Milwaukee County, WI  
 Monarch Butterfly Habitat  
 6/24/2010  
 Project No. 10-0000



**MAREK LANDSCAPING, LLC.**  
 STEWARDSHIP, DESIGN, CONTRACTING

820 EAST JOHNS ST.  
 MILWAUKEE, WI 53202  
 PHONE (414) 273-0242  
 FAX (414) 273-0243  
 EMAIL: MAREK@MAREKLANDSCAPING.COM

## 7. RECOMMENDED PLANTING LIST FOR HABITAT CREATION AND ENHANCEMENT

Recommended for inclusion at UWM & Milwaukee County Grounds - wildlife habitat restoration areas (depending on habitat types) - 8/10/2009 (Barkin & Agnew)

### Lepidopteran larval host plants and adult nectar plants

#### Habitats

- E Forest Edge & adjacent habitats
- F Forest & forest openings
- O Old field, disturbed - open grassland/forb
- P Prairie or grassland restoration planting
- W Wetland - moist swales, pond edge, sedge meadow

#### Categories

- I widespread species that occur in open, old field to native prairie grassland habitats - expected to breed at the site (includes resident and migrant spp.)
- II less common or migrant species - may occur if areas of sufficient moisture and/or required plants are available
- III common woodland or forest edge species that may be attracted to nectar plants at the site - but host plants may/may not be present
- IV widespread and likely to occur at the site but non-native or primary host non-native (host plants are not being recommended)

Host Plant List	Common	Type	Habitat	Assoc. Inp.	Category	Scientific	Common	No.	Comments
<i>Asclepias syriaca</i>	common milkweed	forb	O	open, old field-disturbed	I	<i>Danaus plexippus</i>	monarch	1	
<i>Asclepias incarnata</i>	swamp milkweed	forb	W	open, moist	I	<i>Danaus plexippus</i>	monarch	1	
<i>Asclepias verticillata</i>	whorled milkweed	forb	O	open, drier slopes, shady	I	<i>Danaus plexippus</i>	monarch	1	
<i>Asclepias tuberosa</i>	butterfly weed	forb	P	prairie, well-drained soil	I	<i>Danaus plexippus</i>	monarch	1	
<i>Asclepias</i> spp. - others	milweeds	forb	OPW	open, wetlands with species	I	<i>Danaus plexippus</i>	monarch	1	
<i>Aster</i> spp.	purple-top	forb	O	open, disturbed	I	<i>Vanessa virginiensis</i>	American painted lady	2	
<i>Aster</i> spp.	lanceolates, parsley, partridge	forb	OP	open field species	I	<i>Papilio polyxenes</i>	black swallowtail	3	some wild carrot as well as natives
<i>Aster</i> spp.	asters	forb	OP	open	I	<i>Phycodioxerus</i>	pearl crescent	4	
<i>Boehmeria cylindrica</i>	china nettle & other nettles	forb	W	moist	II	<i>Aglais milberti</i>	Milbert's tortoiseshell	5	
<i>Desmodium, Lespedeza</i> spp. +	tick-trefoils, bush clover, etc.	forb	OP	disturbed & prairie	I	<i>Eversia compositae</i>	Eastern-tailed blue	6	various Fabaceae in bloom (larvae feed on buds & flowers)
<i>Heliopsis</i> spp., <i>Heliopsis</i> spp.	sunflowers	forb	OPW	various	I	<i>Vanessa cardui</i>	painted lady	7	utilizes more than 100 plant species as hosts including many woody
<i>Rumex crispus, R. obtusifolius</i>	water dock species	forb	OW	disturbed, moist	II	<i>Gyrocampa olivacea</i>	gray copper	8	occurred along creeks in 1970s, but may require disturbance
<i>Rumex obtusifolius, R. crispus</i>	docks	forb	OW	disturbed, moist	II	<i>Gyrocampa olivacea</i>	bronze copper	9	also uses curly dock (non-native)
<i>Thymus praecox</i>	lemon balm	forb	OP	disturbed, moist	II	<i>Hamaxia thymae</i>	harmalight moth	10	day-flying moth
<i>Urtica</i> spp.	nettles	forb	OW	disturbed, moist	II	<i>Vanessa atalanta</i>	red admiral	11	migrates from the south, occasionally overwinter
<i>Vicia</i> spp.	vetches	forb	OPW	open, moist & forest edge	II	<i>Speyeria cybele</i>	great spangled fritillary	12	
<i>Vicia, Desmodium</i> spp. +	vetches, tick-trefoils, etc.	forb	OP	open fields, prairie	III	<i>Eupetris chaulioides</i>	variegated fritillary	13	ca. species, occ. immigrant (many unrelated hosts reported)
<i>Panicum</i> spp.	panic grasses	grass	OP	unmowed grassy fields	II	<i>Puffinella thymothecus</i>	twelve-spotted skipper	14	
<i>Panicum, Poa</i> spp. +	panic, bluegrasses & others	grass	OP	unmowed grassy fields	I	<i>Puffinella praeclara</i>	Peck's skipper	15	
<i>Poa</i> spp.	bluegrasses	grass	OPW	moist, open areas	II	<i>Puffinella rhyacis</i>	large blue	16	
<i>Poa</i> spp.	grasses incl. purpletop	grass	OP	unmowed grassy fields	II	<i>Circeoides populi</i>	large wood nymph	17	
<i>Prunella</i> spp., <i>Prunella</i> spp.	prickly ash	shrub	F	unmowed	III	<i>Papilio corydon</i>	ghost swallowtail	18	(may be sufficient host plants across town & back)
<i>Prunella, Prunus</i> spp. +	dogwood, cherry, viburnum +	shrub	S		III	<i>Colostethus</i> spp.	spring & summer azure	19	uses flower buds of various shrubs or trees as available
<i>Spiraea</i> spp.	straw willow	shrub	OPW	moist	II	<i>Uranitis archippe</i>	viceray	20	
<i>Spiraea</i> spp.	straw willow	shrub	OPW	moist	II	<i>Arctia hibernica</i>	American hibernian	21	
<i>Spiraea, Ulmus, Populus, Carya</i> spp.	hackberry trees	shrub-tree	OPFE		II	<i>Myrica alpestris</i>	mourning cloak	22	
<i>Carya</i> spp.	hackberry trees	tree	FE		III	<i>Lithothamnium bethlandi</i>	Eastern most butterfly	23	southern species, occasional immigrant
<i>Ulmus</i> spp. & others	elm, nettles	tree-forb	OPFE	forest openings & edge	III	<i>Polyommata coridon</i>	coridon butterfly	24	
<i>Ulmus, Carya</i> spp. & others	elm, hackberry, nettles	tree-forb	OPFE	forest openings & edge	III	<i>Polyommata interpres</i>	questionmark butterfly	25	
<i>Leguminosae</i>	locusts, peas, tick-trefoils, etc.	tree-forb	OPW		II	<i>Speyeria cybele</i>	great spangled skipper	26	
<i>Rosa, Prunus, Populus</i> spp. +	red, black cherry, aspect, etc.	tree	OPFE		III	<i>Papilio glaucus</i>	tiger swallowtail	27	uses various trees including a long city street
					IV	<i>Phlox repens</i>	calhoun white	28	hosts various understory plants
					IV	<i>Cassia phloxifera</i>	clouded sulphur	29	primary hosts white clover
					IV	<i>Cassia auriculata</i>	orange sulphur	30	various Fabaceae host spp. alfalfa, white sweet clover, vetches
					IV	<i>Junonia coenia</i>	common buckeye	31	plants in & other

Scientific	Common	type	habitat
<i>Achillea millefolium</i>	yarrow	forb	OP open disturbed, prairie
<i>Apocynum</i> spp.	dogbane, Indian hemp	forb	OP open disturbed, prairie
<i>Aster</i> spp.	milkweeds	forb	OP open disturbed, prairie
<i>Aster</i> spp.	New England & others	forb	OP open disturbed, prairie
<i>Bidens</i>	beggar-ticks	forb	OP open disturbed, prairie
<i>Echinacea, Redbeckie</i> spp.	coneflowers	forb	OP open disturbed, prairie
<i>Eupatorium</i> spp.	Joe-pye-weed, boneset	forb	OP open disturbed, prairie
<i>Helianthus</i> spp.	sunflowers	forb	OP open disturbed, prairie
<i>Liatris</i> spp.	gayfeather, blazing stars	forb	OP open disturbed, prairie
<i>Monarda fistulosa</i>	bergamot	forb	OP open disturbed, prairie
<i>Pyrocephalus rubine virginianus</i>	mountain mint	forb	OP open disturbed, prairie
<i>Solidago</i> spp.	(narrow-leaved) goldenrods	forb	OP open disturbed, prairie
<i>Spiraea alba</i>	meadowweet	shrub	OP open disturbed, prairie
<i>Cronobus oerfocellus</i>	New Jersey tea	shrub	OP open disturbed, prairie
<i>Cirsium</i> spp.	native thistles	OP	open disturbed, prairie

Note: Butterflies are generalist-feeders on nectar, utilizing a wide range of flowers both native & non-native (limited by length of proboscis, nectar availability, & influenced by most attractive/abundant)

many butterfly spp. feed at thistle flowers (native & non-natives) and red clover

Recommendations and notes on plants that previously had been present at the site from Barb, ( ) notes added by sb:

<i>Asclepias</i>	common, whorled, and swamp				
<i>Aster</i>	New England, small blue and others, including forb				(monarch butterfly host plants & excellent nectar plants) (best nectar plants)
<i>Chelone glabra</i>	terrabast		<i>Fuchsia phacelia</i>	Baltimore	(plant I used to be in some of the water areas, now degraded)
<i>Crataegus</i>					(excellent nectar plants) always a good fit for skippers and satyrs etc
<i>Eupatorium</i>	Joe pye, boneset, (white) snake root				
grasses	big and small bluestems				the grasses that were planted often had hairs but it would be very beneficial to naturalize some blazing star for necta
<i>Liatris</i>					
<i>Populus</i>					
<i>Quercus</i>					
<i>Rumex</i>	curley always, also was smooth dock and long ago sheep sorrel				
<i>Sida</i>					
<i>Solidago</i>	many types				
<i>Urtica</i>	2 types, stinging and another small and low?				
<i>Verbena</i>					
<i>Viola</i>					
<i>Zanthoxylum</i>			<i>Speyeria cybele</i>		(good nectar plants)
			<i>Papilio cresphontes</i>		there were Great spangled fritillaries until 2 years ago—done for a comeback. There is none across the road in the woods and a few in the Oak Grove. Have always seen a few great swallowtail each year.

\* List does not include recommendations regarding modifications or replacements for grove of existing trees

November 6, 2008



Milwaukee Public  
**MUSEUM**

To Whom It May Concern:

I am writing this note in the hope of better informing all parties involved in planning the development of the Milwaukee County property containing the Monarch Trail and temporary roost site of its potential biological significance. I have served as the Curator of Lepidoptera (butterflies & moths) at the Museum for more than 30 years, with a strong interest in the monarch butterfly—having done my Master's theses & continued research studies involving this species.

*"I hope you can appreciate just how unusual, biologically significant and potentially useful for research this site is."*

Susan Borkin

Although the monarch butterfly is not a rare species, it is unique in the animal kingdom in having evolved its particular autumn migration and overwintering behavior (an adaptation that has been recognized as an endangered phenomenon with many aspects that are still poorly understood.) Three or more generations occur between the migratory phase, and unlike migratory birds, no older individuals lead the new migrants along the way to their selected roost sites.

*"I have only been made aware of 3 other sites in SE Wisconsin that historically have been used consistently as temporary roost sites by monarch butterflies during their autumn migration."*

Susan Borkin

We know change in day length and temperature influence the hormonal changes that trigger the butterflies to migrate, and it is essential for them to feed along the way and build up sufficient fat reserves to carry them through the winter. However, what factors determine the actual migration routes and control the selection of temporary roost sites is not currently known.

Population levels, distribution of nectar sources, weather patterns, topography, the physical structure of the selected trees and microclimates are all likely influences.

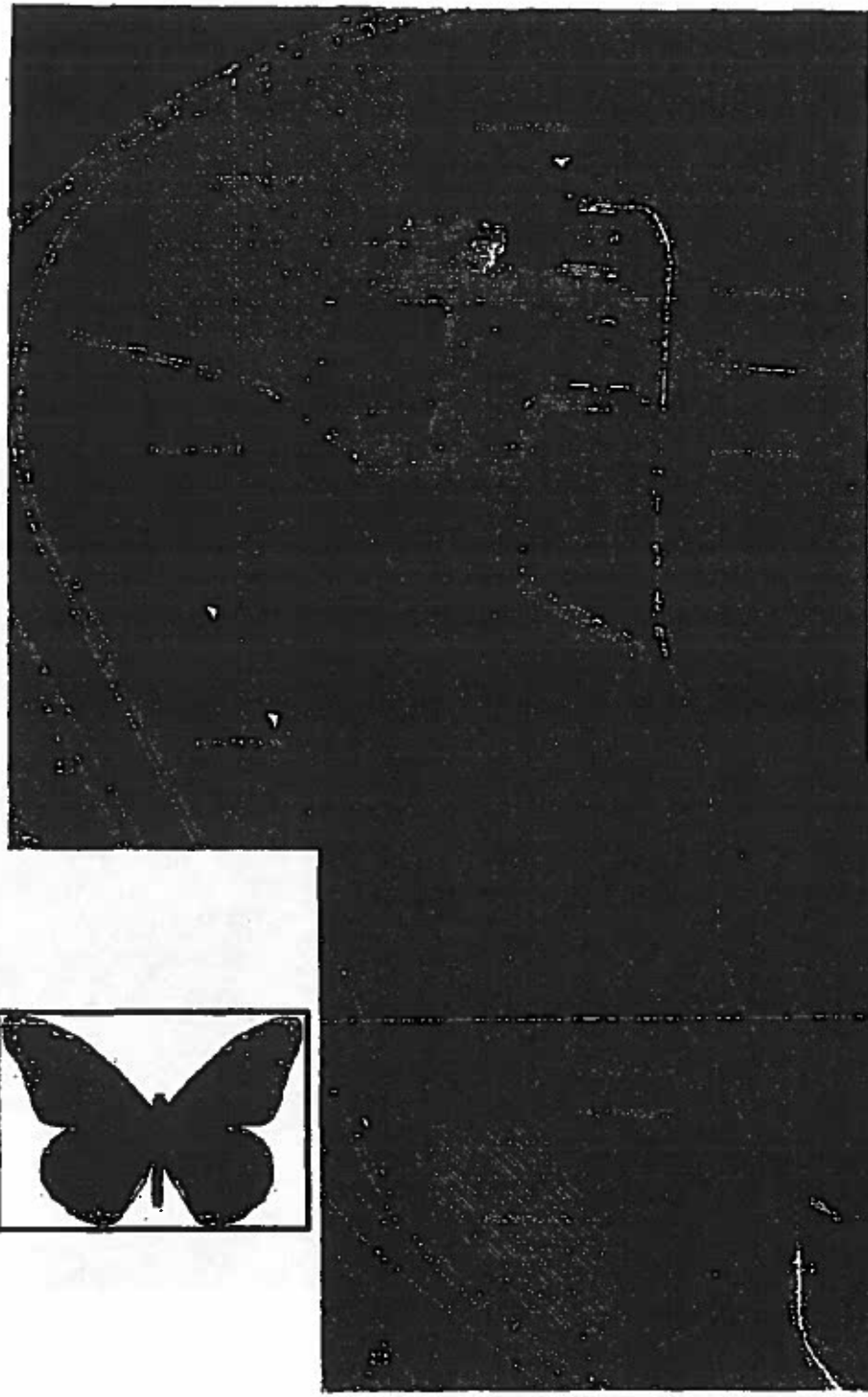
In all my years at the Museum, interacting with other entomologists in the state and the general public, I have only been made aware of 3 other sites in SE Wisconsin that historically have been used consistently as temporary roost sites by monarch butterflies during their autumn migration.





Given this information, I hope you can appreciate just how unusual, biologically significant and potentially useful for research this site is, and hopefully can continue to be, for better understanding of our best loved butterflies.

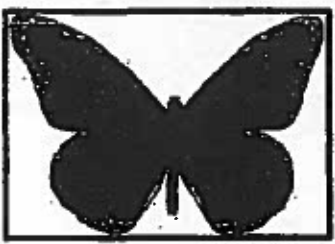
Respectfully submitted,

Susan Borkin  
Curator of Lepidoptera  
Milwaukee Public Museum





- LEGEND**
-  RECEIVING SITE
  -  NICHOLS SITE
  -  MONARCH TRAIL
  -  VERTA POLE



WILDLIFE USES AND LOCATIONS OF EXISTING SIGNIFICANT HABITAT AREAS IN THE NE QUADRANT

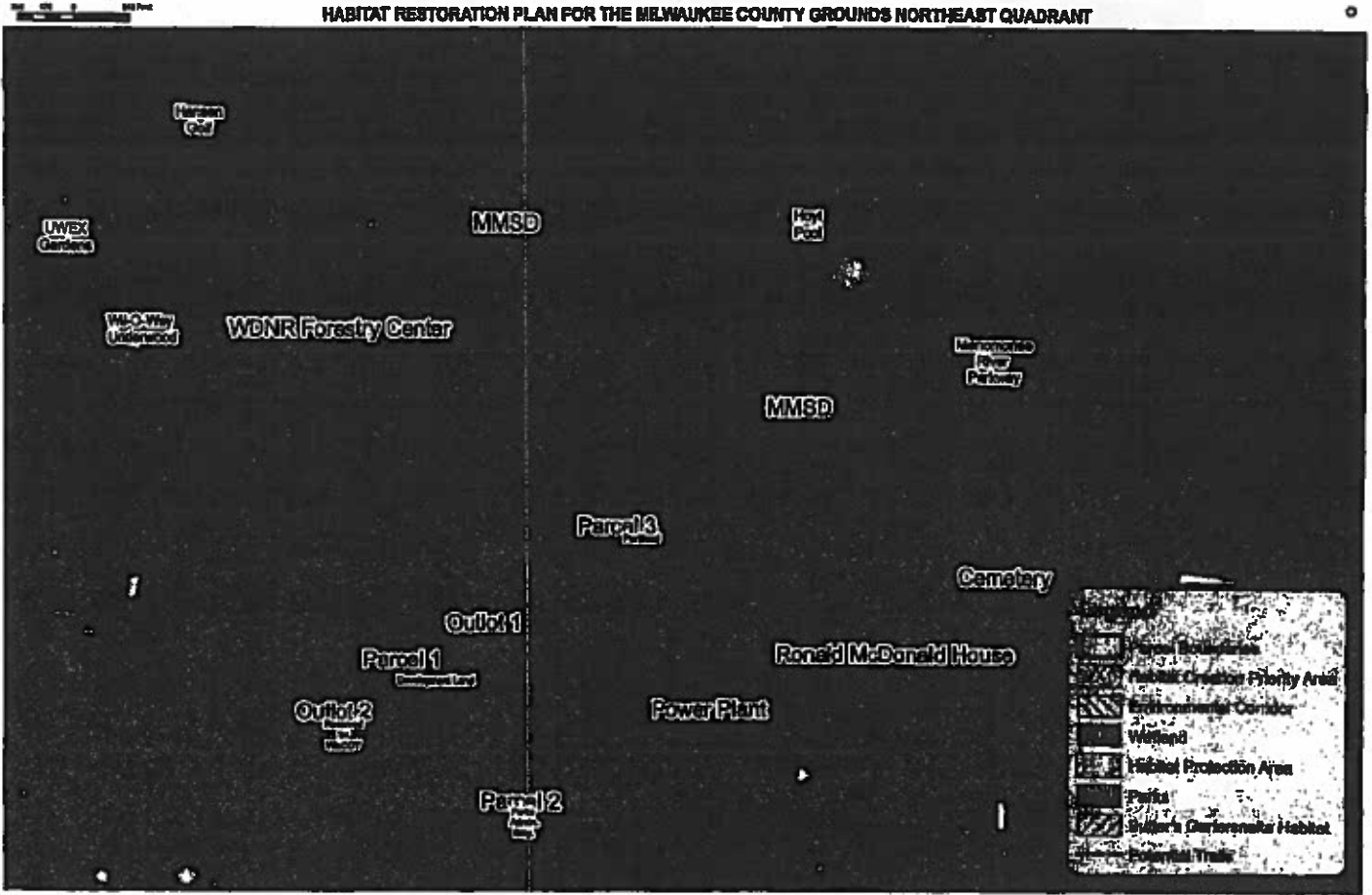
**MONARCH TRAIL BUTTERFLY HABITAT**  
 Milwaukee County, WI  
 Planning Department  
 600 N. 2nd St.  
 Second Floor  
 Milwaukee, WI 53202



**MAREK LANDSCAPING, LLC.**  
 STEWARDSHIP, DESIGN, CONTRACTING  
 620 EAST FOURTH ST.  
 MILWAUKEE, WI 53202  
 PHONE: (414) 273-0242  
 FAX: (414) 273-0243  
 EMAIL: MAREK@MAREKLANDSCAPING.COM

HABITAT RESTORATION PLAN FOR THE MILWAUKEE COUNTY GROUNDS NORTHEAST QUADRANT

Doc: YF-2011 Doc# 09971663 Page# 50 of 89

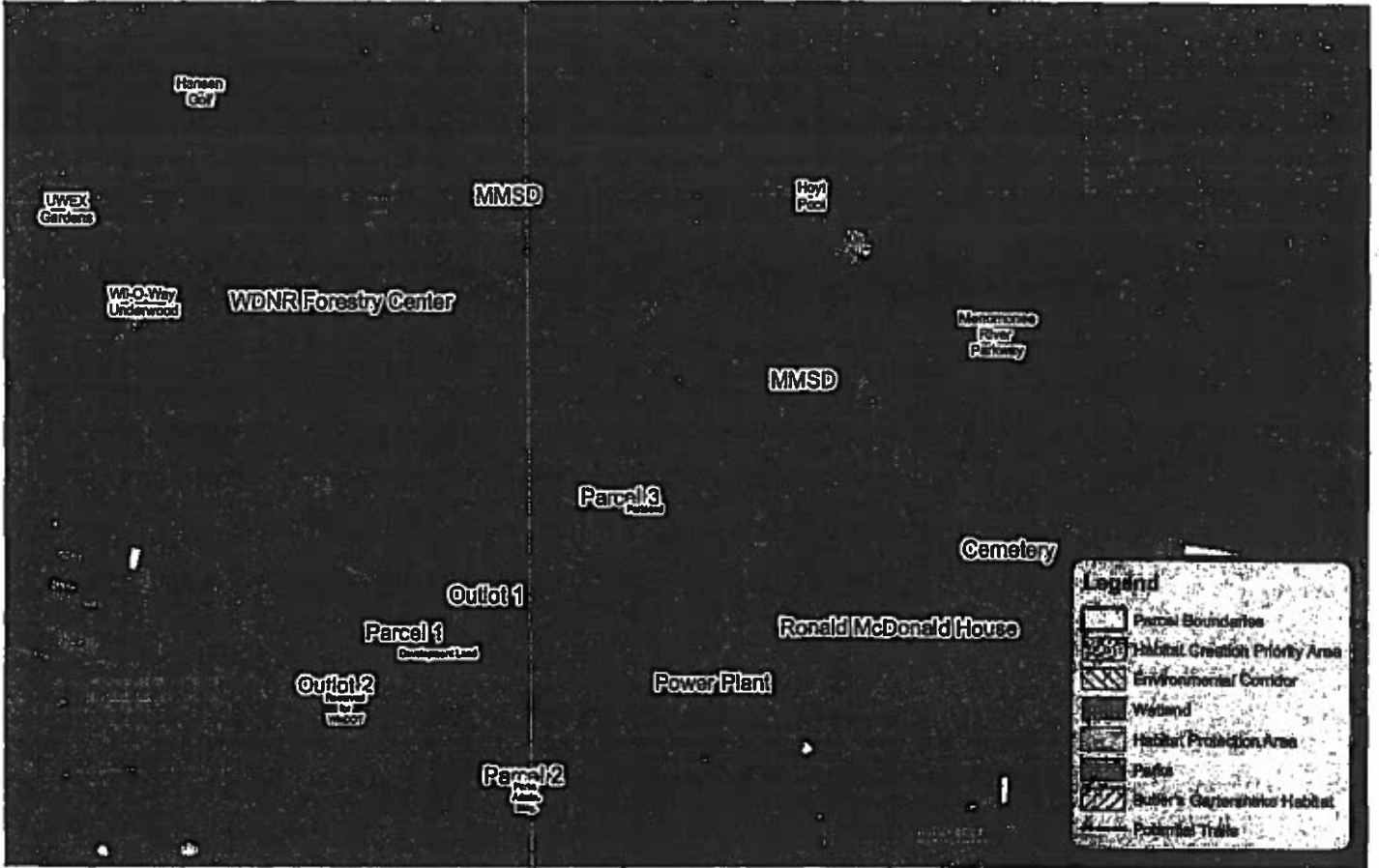


HABITAT RESTORATION PLAN FOR THE MILWAUKEE COUNTY GROUNDS NORTHEAST QUADRANT

250 175 0 250 Feet

0

Doc Y: 2011 Doc# 09971662 Page# 51 of 59





OFFICE OF THE COUNTY CLERK

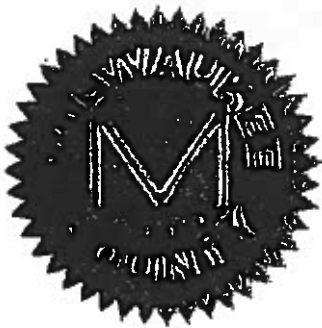
---


JOSEPH J. CZARNEZKI • COUNTY CLERK

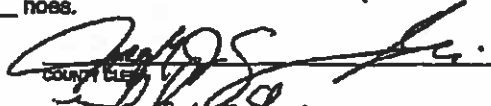
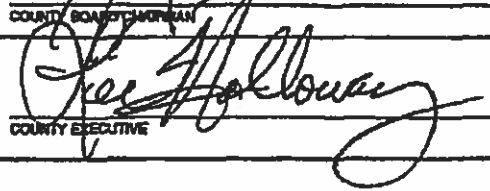
STATE OF WISCONSIN            )  
  )SS  
COUNTY OF MILWAUKEE        )

I, Joseph J. Czarnezki, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that the attached copy of File No. 11-14(a)(a) is a true and correct copy of the original resolution duly adopted by the Milwaukee County Board of Supervisors at a meeting held on February 3, 2011 and approved by the Milwaukee County Executive on February 3, 2010.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee, this 3<sup>rd</sup> day of February, 2011.



  
JOSEPH J. CZARNEZKI  
Milwaukee County Clerk

<b>RECORD OF COUNTY BOARD AND COUNTY EXECUTIVE ACTIONS</b> 2227 R2		<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance	COUNTY BOARD FILE NO. <u>11-14(a)(a)</u>
<b>CERTIFICATION TO COUNTY BOARD PASSAGE</b>	I certify that the attached resolution or ordinance was adopted by The Board of Supervisors of Milwaukee County at a meeting held on the <u>3<sup>rd</sup></u> day of <u>February</u> 20 <u>11</u> by a vote of <u>14</u> ayes <u>2</u> noes.		
	DATE SIGNED <u>2/3/11</u>	COUNTY CLERK 	
<b>COUNTY EXECUTIVE'S ACTION</b>	I approve the attached resolution or ordinance.		
	DATE SIGNED <u>2/3/11</u>	COUNTY BOARD MEMBER 	
<b>CERTIFICATION OF PUBLICATION</b>	DATE PUBLISHED _____	DATE SIGNED _____	COUNTY CLERK _____

**RECEIPTS**

<b>BY COUNTY CLERK'S OFFICE</b>	DATE SIGNED _____	SIGNATURE _____
	_____	_____

FEB 03 2010

*Adopted*

14-2

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

(ITEM 6) Reference file established by the County Board Chairman, relative to Sales of Surplus Lands, by recommending adoption of the following:

**AN AMENDED RESOLUTION**

WHEREAS, in May 2009 the Milwaukee County Board of Supervisors adopted Resolution File No. 09-14(a)(g) approving a Development Agreement and accepting a Real Property Purchase Agreement ("Purchase Agreement") from UWM Innovation Park, LLC ("UWM") for approximately 88.9 acres of land in the Northeast Quadrant of the County Grounds for the development of a new College of Engineering and Applied Science Campus, known as Innovation Park. The Purchase Agreement, executed on July 1, 2009, includes the following schedule of installment payments by UWM for the \$13.55 million purchase price:

- Initial \$5 million payable at closing on January 15, 2011
- Second \$5 million payable on the one (1) year anniversary of closing or January 15, 2012
- \$887,500 payable on January 15, 2013
- \$887,500 payable on January 15, 2014
- \$887,500 payable on January 15, 2015
- \$887,500 payable on January 15, 2016

; and

WHEREAS, the County Board adopted Resolution File No. 09-14(a)(n) in December 2009 approving a Habitat Restoration Landscaping Plan ("Habitat Plan"), which preserves and protects the environmentally sensitive areas of the land to be acquired by UWM. In response to the County Board approving the Habitat Plan, the Purchase Agreement and the Development Agreement were amended to incorporate the elements of the Habitat Plan; and

WHEREAS, in May 2010, the City of Wauwatosa ("City") Common Council approved the Preliminary Business Planned Development for Innovation Park, the change of zoning and the land division by CSM and in September 2010 the following events occurred:

- The City approved the creation of a Tax Incremental Financing District ("TIF") district to fund public infrastructure improvements for Innovation Park.
- UWM waived the three major contingencies of the Purchase Agreement (Preliminary Business Plan Development (i.e.; site plan),

APPROVED AS TO FORM  
*Timothy R. Schorpy*  
CORPORATION CLERK

45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88

the change in zoning, and the land division by CSM), thus eliminating them as a condition of closing.

- The CSM, which legally divides and describes the land to be conveyed to UWM was fully executed and will be recorded in conjunction with the closing.
- Mr. Michael Lovell, dean of UWM's College of Engineering and Applied Science, was named the interim chancellor upon the departure of Chancellor Santiago.
- A \$5.4 million federal grant was secured to fund the construction of the "business accelerator" building within Innovation Park.

; and

WHEREAS, in November 2010, the County Board adopted Resolution File No. 10-14(a)(j) extending the Contingency Waiver Date in the Purchase Agreement until December 15, 2010. The extension was granted to solidify the donations necessary to fund the purchase of the County-owned land and to address the remaining closing contingencies in the Purchase Agreement; and

WHEREAS, by letter dated December 15, 2010, UWM waived all the remaining closing contingencies and per the Purchase Agreement agreed to deposit an additional \$175,000 of earnest money to the existing \$25,000 currently in escrow with the title company (received by the title company on December 17, 2010). UWM indicated in the letter they are in position to make the first \$5 million installment payment of the \$13.55 million purchase price at closing in early February 2011, but may not be able to raise the second \$5 million payment by the one-year anniversary of closing, as required in the Purchase Agreement. UWM requested in the letter that the County consider granting an amendment to the Purchase Agreement that would extend each of the five remaining installment payment dates from closing by twenty-four (24); and

WHEREAS, by subsequent letter dated January 5, UWM outlined their request to extend the installment payment schedule for the remaining \$8.55 million of the purchase price as follows:

1. Extend the closing date to February 15, 2011.
2. Extend each of the purchase price installment payment dates by twenty-four months.
3. Provide that 75% of all gross sale proceeds from a sale of real property in UWM Innovation Park shall be paid to Milwaukee County in consideration of the County's release of such property from the lien of its first mortgage.
4. Provide that gross sale proceeds paid to the County per par. 3, above, shall be credited against the outstanding installment payments due the County in the inverse order of the due dates for such installment

89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132

- payments, thereby shortening the payment schedule.
5. Provide that in consideration of UWM Innovation Park, LLC's payment of the initial \$5 million at closing, Milwaukee County will release from its first mortgage the amount of land necessary to construct the "accelerator building" being funded by a U.S. Economic Development Administration grant (not to exceed two acres).
  6. Provide that the County will agree to release from its first mortgage those portions of the site that the City of Wauwatosa requests be dedicated to the City or must be granted to a utility company to accommodate the installation of public improvements and site infrastructure, such as streets, sewer, water, gas and electric.
  7. Provide that all philanthropic funds in excess of \$1.8 million received for the acquisition of the Innovation Park property be paid to Milwaukee County within thirty (30) days of receipt, and credited against the next installment payment due the Milwaukee County.
  8. Provide that the County Executive and County Clerk, or other appropriate County official(s) are authorized to execute any and all releases and/or terminations to eliminate the appropriate exceptions to the title commitment for closing.

;and

WHEREAS, at its meeting on January 24, 2011, the Committee on Economic and Community Development recommended the following:

1. Extend the closing date to February 15, 2011, with the initial \$5 million payment due at closing.
2. Extend each of the purchase price installment payment dates after closing by twenty-four months as follows:
  - Second \$5 million payable on February 15, 2014
  - \$887,500 payable on February 15, 2015
  - \$887,500 payable on February 15, 2016
  - \$887,500 payable on February 15, 2017
  - \$887,500 payable on February 15, 2018
3. Provide that 75% of all gross sale proceeds from a sale of real property in UWM Innovation Park shall be paid to Milwaukee County in consideration of the County's release of such property from the lien of its first mortgage.
4. Provide that gross sale proceeds paid to the County per par. 3, above, shall be credited against the outstanding installment payments due the County in the inverse order of the due dates for such installment payments, thereby shortening the payment schedule.



133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176

5. Provide that in consideration of UWM Innovation Park, LLC's payment of the initial \$5 million at closing, Milwaukee County will release from its first mortgage the amount of land necessary to construct the "accelerator building" being funded by a U.S. Economic Development Administration grant (not to exceed two acres).
6. Provide that the County will agree to release from its first mortgage those portions of the site that the City of Wauwatosa requests be dedicated to the City or must be granted to a utility company to accommodate the installation of public improvements and site infrastructure, such as streets, sewer, water, gas and electric.
7. Provide that all philanthropic funds in excess of \$1.8 million received for the acquisition of the Innovation Park property be paid to the County within 30 days of receipt, and credited against the next installment payment due Milwaukee County.
8. Provide that the County Executive and County Clerk, or other appropriate County official(s) are authorized to execute any and all releases and/or terminations to eliminate the appropriate exceptions to the title commitment for closing.

; and

WHEREAS, staff recognizes that the uncertain economic environment has had a material adverse impact on UWM's fundraising ability for the Innovation Park project and the importance of the project to UWM, the County and the region again calls for a unified partnership to accomplish this mutually beneficial objective; and

WHEREAS, each partner is contributing toward the project; the City of Wauwatosa by creation of a \$12 million Tax Incremental Financing District for the project infrastructure, the U.S. Department of Commerce with a \$5.4 million grant toward construction of the first building and Milwaukee County by conveying the needed land for the project at fair market value, while protecting environmental components of the land; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby approves the following revisions to the Purchase Agreement and Development Agreement with UWM:

1. Extend the closing date to February 15, 2011, with the initial \$5 million payment due at closing.
2. Extend each of the purchase price installment payment dates after closing by twenty-four months as follows:
  - Second \$5 million payable on February 15, 2014
  - \$887,500 payable on February 15, 2015
  - \$887,500 payable on February 15, 2016

177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220

- \$887,500 payable on February 15, 2017
- \$887,500 payable on February 15, 2018

3. Provide that 75% of all gross sale proceeds from a sale of real property in UWM Innovation Park shall be paid to Milwaukee County in consideration of the County's release of such property from the lien of its first mortgage.
4. Provide that gross sale proceeds paid to the County per par. 3, above, shall be credited against the outstanding installment payments due the County in the inverse order of the due dates for such installment payments, thereby shortening the payment schedule.
5. Provide that in consideration of UWM Innovation Park, LLC's payment of the Initial \$5 million at closing, Milwaukee County will release from its first mortgage the amount of land necessary to construct the "accelerator building" being funded by a U.S. Economic Development Administration grant (not to exceed two acres).
6. Provide that the County will agree to release from its first mortgage those portions of the site that the City of Wauwatosa requests be dedicated to the City or must be granted to a utility company to accommodate the installation of public improvements and site infrastructure, such as streets, sewer, water, gas and electric.
7. Provide that all philanthropic funds in excess of \$1.8 million received for the acquisition of the Innovation Park property be paid to the County within 30 days of receipt, and credited against the next installment payment due Milwaukee County.
8. Provide that the County Executive and County Clerk, or other appropriate County official(s) are authorized to execute any and all releases and/or terminations to eliminate the appropriate exceptions to the title commitment for closing.

; and

BE IT FURTHER RESOLVED, that no later than the date of the final approval of the Eschweiler Building Plans by the city of Wauwatosa, UWM Innovation Park, LLC shall develop a management plan and budget for the approximate 11.4-acre Habitat Protection Area (Outlot 1) consistent with the Habitat Restoration Landscape Plan, dated December 11, 2009 and adopted by County Board Resolution File No. 09-14(a)(n) on December 17, 2009. UWM Innovation Park, LLC shall work with the Friends of the Monarch Trail to develop the management plan and mutually agreed upon budget to implement the plan within Outlot 1.

BE IT FURTHER RESOLVED, the County Executive and County Clerk, or other appropriate County officials are authorized to execute an amendment or an amended Purchase Agreement and Development Agreement, after Corporation Counsel approval,

221 incorporating the aforementioned revisions to the Purchase Agreement and Development  
222 Agreement as well as the authority to execute any and all releases and/or terminations to  
223 eliminate the appropriate exceptions in the title commitment for closing and the release of  
224 aforementioned lands from its first mortgage.

