

## DEVELOPMENT AGREEMENT

### THE GROVE CONDOMINIUMS BROOKFIELD, WISCONSIN

The Grove Condominiums are subject to a Development Agreement with the City of Brookfield. A copy of that agreement is included in these disclosure materials starting on page H-1. The Development Agreement primarily sets forth certain obligations between the Developer and the City of Brookfield, however, it does also set forth certain ongoing responsibilities and obligations on the part of the Association and the unit owners.

The second paragraph on page 1 (page H-1 of these disclosure materials) of the Development Agreement states that the development of The Grove Condominiums will take place on a site consisting of a maximum of approximately 17 acres. That acreage designation is in error. The project site will consist of a maximum of approximately 12.69 acres, including the expansion area.

1506004

REVISED 4/4/88

REVISED 4/20/88

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 5 day of July, 1988, by and between THE GROVE INVESTMENT CORPORATION, (hereinafter referred to as "Developer"), and the CITY OF BROOKFIELD, a municipal corporation of the State of Wisconsin, located in Waukesha County, Wisconsin, (hereinafter referred to as the "City").

WHEREAS, Developer has submitted for approval by the City, a plan and method of operation of THE GROVE CONDOMINIUMS, consisting of a maximum of Twenty (20) condominium units (hereinafter referred to as the "Project"), to be developed on a maximum of approximately 17 acres of land (hereinafter the "Land"), as more fully described on the Certified Survey map which is attached hereto as Exhibit A. Building construction will take place on the developable portion of said site, which portion consists of approximately 7 acres.

22  
68

WHEREAS, the City's Sewer and Water Board has duly approved Developer's plans and specifications for sewer and water improvements, and the City's Plan Commission and Common Council have approved and authorized the terms and provisions of this Agreement, and the City's Plan Commission and Common Council have approved the plans of development and operation and the general architecture of THE GROVE CONDOMINIUMS; and

WHEREAS, the City has now requested that assurances heretofore given be set forth in this Agreement,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1506004

H-1

REGISTER'S OFFICE  
WAUKESHA COUNTY, WISCONSIN

1988 OCT 17 PM 2:58  
REEL 1051 PAGE 1185

*Michael J. ...*  
REGISTERED CLERK

SECTION I. IMPROVEMENTS

RELL1051P:118G

Developer, entirely at his expense, within a period of twelve (12) months from the date hereof shall:

A. ROADS - (Private)

Construct, install, furnish and provide roads in accordance with the plans and specifications approved by and on file with the City. Such roads shall remain private, and maintenance and plowing of same shall be the responsibility of THE GROVE CONDOMINIUM ASSOCIATION. THE GROVE CONDOMINIUM ASSOCIATION shall at all times maintain said roads in such manner as to make them accessible to fire and police vehicles.

B. SANITARY SEWER

- 1) Construct, install, furnish and provide a complete sewage system throughout the entire project, all in accordance with the plans, specifications and drawings approved by and on file with the City of Brookfield.
- 2) Furnish "as-built" plans on mylar of the entire system, including location and elevation of laterals.
- 3) The City shall furnish the Developer such permits or easements as may be required in any public street or property to enter upon and install the above-described sewage system therein.
- 4) Furnish the City an easement across the land to provide access to, and maintenance of, the public sewer installed by the Developer.

C. STORM SEWER (Private)

Construct, install, furnish and provide a private storm sewer system in accordance with the plans and specifications approved by and on file with the City. Such system shall remain private, and maintenance and cleaning of same shall be the responsibility of THE GROVE CONDOMINIUM ASSOCIATION.

D. WATER SYSTEM (Private)

Construct, install, furnish and provide a private well and water supply system in accordance with the plans and specifications approved by the City. Such system shall remain private, and the maintenance of same shall be the responsibility of THE GROVE CONDOMINIUM ASSOCIATION. The water mains for said system shall be installed as 6" mains, and constructed in accordance with City specifications so as to facilitate possible connection of said mains to the municipal water supply system of the City at a later date. In the event municipal water service is made available to the project by the City at any time in the future, THE GROVE CONDOMINIUM ASSOCIATION shall, upon demand by the City, donate and dedicate to the City, without charge, payment or award, all water mains serving the project, together with such easements as may be reasonably necessary for access, use and maintenance of same. At any time after such connection to the municipal water supply system, the City shall have the right to connect or integrate other systems of water distribution, as the City decides, with no payment or award to, and with no consent required of either the Developer or THE GROVE CONDOMINIUM ASSOCIATION. It is understood that the City reserves the right to

levy and collect special water supply assessments against the property and/or the owners thereof at such times as municipal water service is made available to the Project by the City, and this agreement shall in no way be construed as a waiver by the City of its right to levy and collect any such special water supply assessments,

E. POND (Private)

Construct a Pond in accordance with the plans and specifications approved by the City. Said Pond shall remain private, and the maintenance and security thereof shall be the responsibility of THE GROVE CONDOMINIUM ASSOCIATION. Maintenance and security of the Pond shall include the following:

1) MAINTENANCE.

(1) No lawn fertilizer shall be applied at any time within 25 feet of the shore of the Pond.

(2) No lawn fertilizer shall be applied on any portion of the property over frozen ground or between November 1st of any year and April 15th of the following year. Any fertilizer applied shall not exceed a mixture of 15/6/9. The nitrogen content of all fertilizer applied during any calendar year shall not exceed 1 pound per 1000 square feet.

(3) The Pond shall be chemically treated on a regular basis sufficient to keep the pond in an algae free condition to the extent reasonably practical. The services of a person, firm or government agency qualified in the maintenance of ponds of this type shall be retained on a regular basis, not less than annually, for the purpose of determining the nature and extent of such chemical treatments. Any such treatments are subject to the approval of the State of Wisconsin Dept. of Natural Resources to the extent they claim jurisdiction over the chemical treatment of said Pond.

(4) Developer shall supply and install an aerator in said pond.

(5) The usage of fossil fueled watercraft on the Pond for any purposes other than the maintenance of the Pond is prohibited.

(6) Pond maintenance shall be the responsibility of THE GROVE CONDOMINIUM ASSOCIATION.

2) SECURITY.

(1) The Pond shall be constructed with a safety shelf as shown on the engineering plans for said Pond.

(2) Developer shall install three (3) posts around the perimeter of the Pond as shown on the plans approved by and on file with the city, each post to contain a ring type life buoy with an attached rope. Maintenance of said posts and life buoys to be the responsibility of THE GROVE CONDOMINIUM ASSOCIATION.

(3) Developer shall provide three (3) signs, each indicating "DANGER," "THIN ICE" and "NO TRESPASSING." Said signs shall be bolted to the posts to be installed pursuant to the provisions of Section (2) above or installed on separate posts in the general vicinity of the life buoy posts. Said signs shall be installed on or before December 1st of each year, and shall be removed no earlier than April 15th of each year. Installation, removal and maintenance of the signs shall be the responsibility of THE GROVE CONDOMINIUM ASSOCIATION.

(4) THE GROVE CONDOMINIUM ASSOCIATION shall indemnify and hold harmless the City for any liability arising out of the failure of the Association to comply with the security provisions set forth above, and/or the failure of the City to enforce the security provisions set forth above.

F. FLOODPLAIN BOUNDARY ADJUSTMENTS

Approvals of the Department of Natural Resources and the Federal Emergency Management Agency have been pursued by Developer and evidence thereof is attached hereto as Exhibits "B" and "C". Upon final approval by said agencies the Developer shall submit evidence of final approvals to the City as a specific performance requirement of this agreement. Attached hereto as Exhibit "D" are the corrected floodway, floodfringe and conservancy boundaries in accordance with the SEWRPC letter of October 29, 1987, documented by revised legal descriptions of said boundaries. No filling shall be allowed within the regulatory floodway.

- G. Developer shall provide for erosion control in accordance with the erosion control plan for site grading and improvements on file with and approved by the City.

SECTION II. DEDICATION

Subject to all of the other provisions of this Agreement and the exhibit hereto attached, Developer shall, without charge to the City, upon completion of all of the above-described improvements, unconditionally give, grant, convey and fully dedicate the sanitary sewer and appurtenances thereto to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in anyway be a part of, or pertain to, such improvements and together with any and all easements for access thereto, as shown on the plans and specifications therefore on file with the City. After such dedication, the City shall have the right to connect or integrate other sewer facilities provided hereunder, as the City decides, with no payment or award to, and with no consent required of the Developer.

SECTION III. PAY COSTS

Developer shall pay and reimburse City the applicable fees due in accordance with Ordinance 972, and revisions thereto, including such of said fees as are set forth in Section IV below, in addition to fees, expenses, costs and disbursements which shall be reasonably incurred by the City from and after the date hereof in connection with or relative to the construction, installation, dedication, and acceptance of the project improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, preparing, checking and review of design, plan and specifications; inspection to insure that construction is in compliance with the

applicable plans, specifications, regulations and ordinances and legal, administrative and fiscal work under-taken to assure and implement such compliance. The estimated cost of said fees, as determined by the Engineering Department of the City shall be paid by the Developer, in advance, at the time this agreement is signed.

#### SECTION IV. FEES

~~The Developer shall pay the City the following fees, which shall be payable with other amounts due pursuant to this Agreement at the time this Agreement is signed:~~

- A. PARK DEDICATION FEES. Developer shall pay the City the sum of \$8,000.00, computed at the rate of \$400.00 per unit. Such amount shall satisfy the Developer's obligation for payment in lieu of park land dedication.
- B. STREET TREE FEES. Developer shall pay the City the sum of \$1,650.00, computed at the rate of \$100.00 per unit, for Street Trees, less a \$350.00 credit for seven trees to be planted by Developer along North Avenue having a trunk diameter of not less than 2-1/2 inches, of such species and at such locations as are approved by the City.
- C. BIKE PATH FEES. Developer shall pay the City the sum of \$2,000.00, computed at the rate of \$100.00 per unit for Bike Path Fees. This fee may be refundable to Developer, at the discretion of the City, in the event Developer installs a Bike Path at such location, and in accordance with such specifications as may be approved by the City. It shall be within the sole discretion of the City as to whether or not Developer shall be allowed to install a bike path in lieu of payment of all or part of the bike path fees.

SECTION V. MISCELLANEOUS REQUIREMENTS

A. In addition to the foregoing requirements, Developer shall comply with the requirements of the Approval of Plan and Method of Operation and Site Plan adopted December 1, 1987, by the City Council.

B. Manner of Performance

~~The Developer shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.~~

C. Survey Monuments

The Developer shall properly place and install all survey or other monuments required by statute or ordinance.

D. Landscape Plan

Developer shall supply City Inspection Department with a Bond sufficient to cover landscaping costs equal to the estimated cost of the landscaping per the landscaping plan improved by and on file with the City.

E. Termination of approval

Pursuant to Sec. 17.035(5) of the City Zoning Code, City approval of the Plan and Method of Operation shall terminate on December 1, 1989, in the event substantial progress has not been made in the development of the Project, as determined by the City of Brookfield.

SECTION VI. SANITARY SEWER GUARANTY

Developer shall guarantee the improvements described in Section 1B hereof, against defects due to faulty materials or workmanship which

appear within a period of one year from the date of dedication as herein provided, and shall pay for any damages resulting therefrom to City property.

SECTION VII. BONDS

- A. To secure the completion of any improvements required herein, and at any time subsequent thereto, the DEVELOPER may deliver to the CITY, a Bond or Letter of Credit approved as to form by the CITY Attorney, in such amount or amounts as are approved by the CITY Engineer as adequate to cover the DEVELOPER'S obligations hereunder.
- B. All Bonds or Letter of Credit shall be executed by the DEVELOPER and a responsible corporate surety or lending institution licensed to do business in the State of Wisconsin, and satisfactory to the CITY and shall guarantee to the CITY the performance by the DEVELOPER of its obligations hereunder.
- C. All Bonds and Letters of Credit given hereunder are security devices only, which in no manner limit the liability of the DEVELOPER to the CITY, however arising and regardless of amount. A copy of said security instruments and costs estimates are on file in the Office of the City Clerk.
- D. The amount of amounts or amounts of the Bond or Letter of Credit shall be reduced from time to time in amounts equal to the value of the improvements which have been installed, completed and approved by the CITY. In no event shall the Bond or Letter of Credit be reduced below the aggregate total estimated cost of the improvements not yet installed. The CITY is herein authorized to contact directly the DEVELOPER'S lending institution from time to time regarding the sufficiency of the Bond or Letter of Credit.

SECTION VIII. GENERAL INDEMNITY

In addition to, and not the exclusion or prejudice of, and provisions of this Agreement, or documents incorporated herein by reference, Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomever owed and by whomsoever and whenever brought or obtained, occurring to its formal dedication to the City as provided in Section II thereof, which may in any manner result from or arise in the course of, out of, as a result of Developer's negligent performance of this Agreement, Developer's negligent construction or operation of improvements covered thereby, Developer's violation of any law or ordinance, Developer's infringement of any patent, trademark, tradename or copy right, and the use of improvements. In every such case, where judgment is recovered against the City, if notice, and opportunity to defend, has been given to the Developer of the pendency of the suit within ten (10) days after its commencement, the judgment shall be conclusive upon the Developer not only as to the amount of damages, but also as its liability to the City.

SECTION IX. AGREEMENT FOR BENEFIT OF PURCHASERS

Developer agrees that in addition to the City' rights herein, the provisions of this Agreement shall inure to the benefit of the purchasers of any unit in THE GROVE CONDOMINIUMS.

SECTION X. DEVELOPMENT APPROVAL

The City has approved the plan and method of Operation of THE GROVE CONDOMINIUMS on December 1, 1987. Said plan consists of Twenty (20) units located in Ten (10) Two (2) Family buildings, plus a well house and gazebo. These buildings shall be of a traditional design compatible with the

surrounding single family homes. No change in location or plan of operation will be permitted without City approval.

SECTION XI. ACCEPTANCE OF WORK AND DEDICATION

When the Developer shall have completed the improvements herein required, and shall dedicate the same to City, the same shall be accepted by the City.

SECTION XII. CONSTRUCTION PERMITS, ETC.

City shall, within its authority, issue such permits, adopt such resolutions, and execute such documents as may be necessary to permit Developer to construct the public improvements called for by this Agreement, upon Developer's compliance with any deposit provisions or other requirements of the applicable ordinances or regulations; and City shall cooperate with Developer in obtaining similar permits, resolutions and documents as may be necessary, from other authorities having jurisdiction in the premises.

SECTION XIII. BUILDING AND OCCUPANCY PERMITS

City shall, upon the execution of this Agreement, grant Developer, or its nominee, building permits for the construction of One (1) Two (2) Unit Building in the Project, provided that the following conditions are met and approved by the City's Building Inspector:

- A. Appropriate reference lines in the area where the building is to be constructed shall be staked out and visibly marked or flagged, to allow the Building Inspector to check building offsets and setbacks.
- B. An access drive, of materials, width and thickness approved by the Building Inspector, shall be provided from the nearest paved

THE CITY OF BROOKFIELD

By: Kathryn C. Bloomberg  
Kathryn C. Bloomberg, Mayor

By: Gary Rasmussen  
Gary Rasmussen, City Clerk

STATE OF WISCONSIN )  
  )SS  
WAUKESHA COUNTY )

Personally came before me this 15<sup>th</sup> day of MAY, 1988, the above named Kathryn C. Bloomberg, Mayor and Gary Rasmussen, City Clerk of the City of Brookfield, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]

.....  
Notary Public, State of Wisconsin  
My Commission expires: 3-4-90

Drafted By: + Return to:

Attorney Daniel R. Heiden  
Heiden & Associates  
405 N. Calhoun Rd.  
Brookfield, Wi. 53005



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

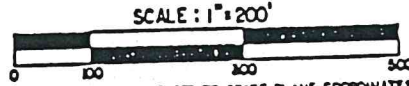
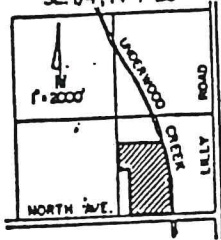
Being a part of the SE 1/4 of the SE 1/4 of Section 14,  
T7N, R20E, City of Brookfield, Waukesha County, Wisconsin

**SURVEYOR**  
Mark A. Powers, R.L.S. 1701  
Welch, Hanson & Assoc, Inc.  
P.O. Box 658  
Oconomowoc, WI 53066  
414-367-4225

**SURVEY FOR**  
The Grove Investment  
Corporation

**LEGEND**  
B- Conc. Mon. w/ Brass Cap  
O- 1" dia. iron pipe set, 24"  
long, wt. = 1.13 lbs/L.F.  
e- Sanitary Sewer Manhole

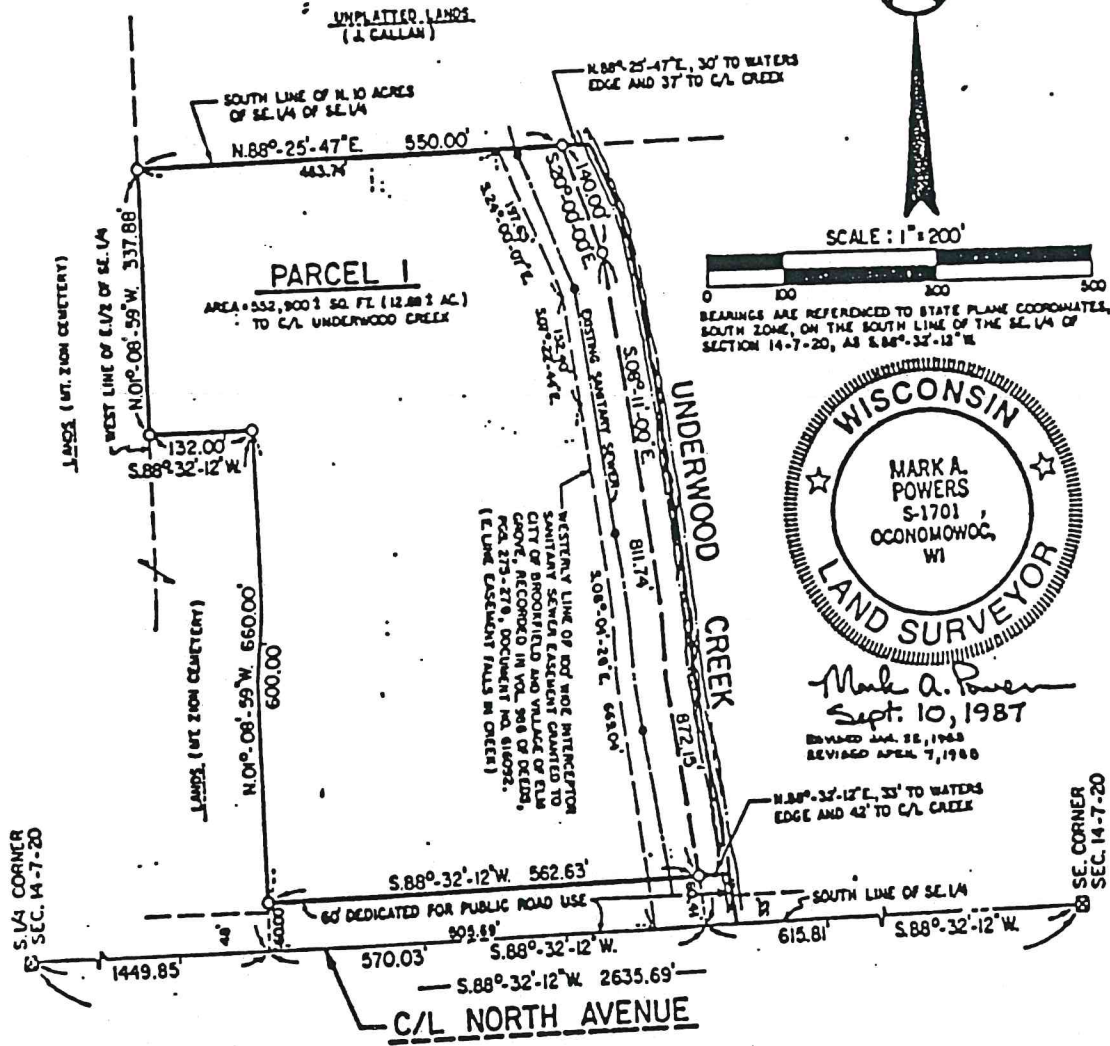
LOCATION SKETCH  
SE 1/4, 14-7-20



BEARINGS ARE REFERENCED TO STATE PLANE COORDINATES,  
SOUTH ZONE, ON THE SOUTH LINE OF THE SE 1/4 OF  
SECTION 14-7-20, AS S.88°-32'-12" W.



*Mark A. Powers*  
Sept. 10, 1987  
ISSUED JAN. 22, 1988  
REVISED APRIL 7, 1988



Note: See Page 2 of 7 for new sanitary sewer easement location on Parcel 1.

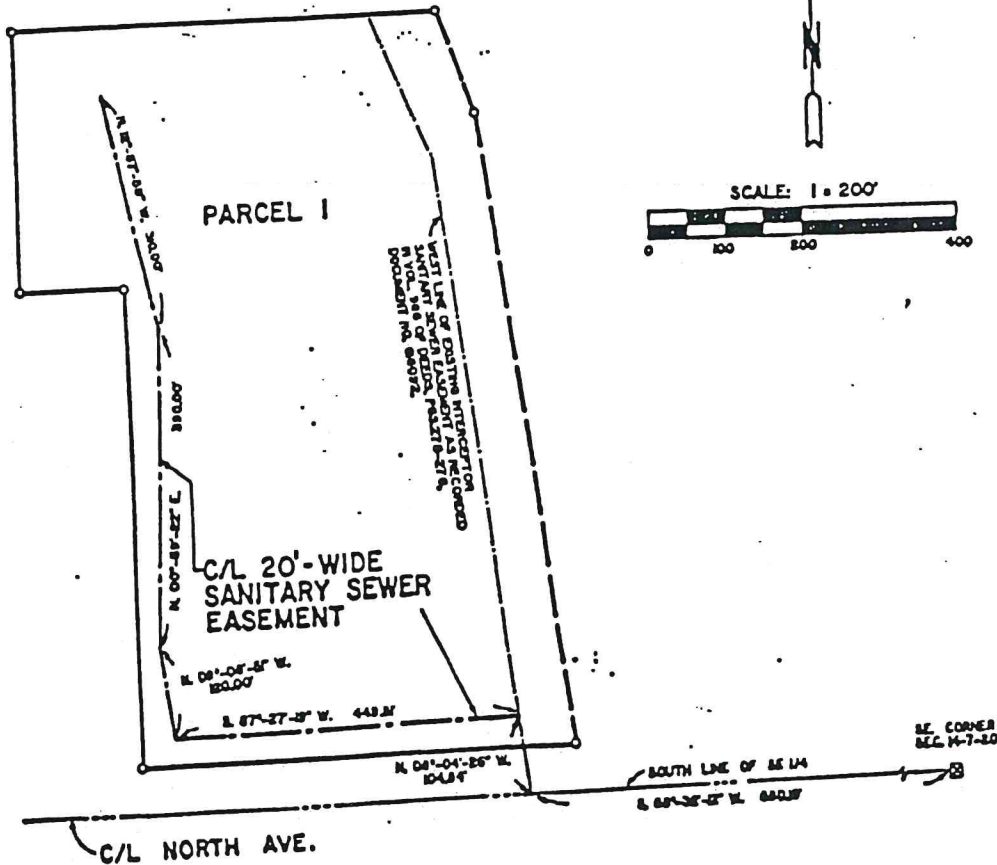
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the SE 1/4 of the SE 1/4 of Section 14, T7N,  
R20E, City of Brookfield, Waukesha County, Wisconsin

## SANITARY SEWER EASEMENT DETAIL



*Mark A. Powers*  
April 7, 1988





Stock No. 26273

REEL 1051 MAP 1202

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

Being a part of the SE 1/4 of the SE 1/4 of Section 14,  
T7N, R20E, City of Brookfield, Waukesha County, Wisconsin

**SURVEYOR'S CERTIFICATE:**

I, Mark A. Powers, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all that part of the SE 1/4 of the SE 1/4 of Section 14, T7N, R20E, City of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 14; thence S  $88^{\circ}-32'-12''$  W, along the South line of said SE 1/4 and centerline of North Avenue, 615.81 feet to the point of beginning of the hereinafter described lands; said point lying S  $88^{\circ}-32'-12''$  W, 42 feet more or less from the centerline of Underwood Creek; thence continuing S  $88^{\circ}-32'-12''$  W, along said South line and centerline, 570.03 feet to a point; thence N  $01^{\circ}-08'-59''$  W, 660.00 feet to a point; thence S  $88^{\circ}-32'-12''$  W, 132.00 feet to a point being on the West line of the East 1/2 of said SE 1/4; thence N  $01^{\circ}-08'-59''$  W, along said West line, 337.88 feet to a point being on the South line of the North 10.00 acres of the SE 1/4 of said SE 1/4; thence N  $88^{\circ}-25'-47''$  E, along said South line, 550.00 feet to a meander pipe; said pipe lying S  $88^{\circ}-25'-47''$  W, 30 feet from the edge of Underwood Creek and 37 feet from the centerline of Underwood Creek; thence along a meander line on the following described courses: S  $20^{\circ}-00'-00''$  E, 140.00 feet to a meander point; thence S  $08^{\circ}-11'-00''$  E, 872.15 feet to the terminus of said meander line; said point being on the South line of said SE 1/4 and centerline of North Avenue and the place of beginning. Also including all those lands lying between the above described meander line and the centerline of Underwood Creek. Said lands containing a total acreage of 589,400 square feet more or less (13.53 acres more or less) to the centerline of North Avenue and the centerline of Underwood Creek. Dedicating therefrom the southerly 60.00 feet for public roadway purposes. Said lands containing a net acreage of 552,900 square feet more or less (12.69 acres more or less) to the northerly right-of-way line of North Avenue and centerline of Underwood Creek.

That I have made such survey by the direction of The Grove Investment Corporation, Owners of said lands.

That said survey is a correct representation of all exterior boundaries of the lands surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Brookfield in surveying, dividing and mapping the same.

Dated this 10<sup>th</sup> day of SEPTEMBER, 1987



Mark A. Powers  
Mark A. Powers, R.L.S. 1701

REVISED APR. 7, 1986

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

Being a part of the SE 1/4 of the SE 1/4 of Section 14, T7N, R20E, City of Brookfield, Waukesha County, Wisconsin

### CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

The Grove Investment Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

IN WITNESS WHEREOF, said The Grove Investment Corporation, has caused these presents to be signed by Jonathan G. Spheeris, President, and Ed Hintz, Secretary, at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

In Presence of:

The Grove Investment Corporation

\_\_\_\_\_  
Jonathan G. Spheeris, President

\_\_\_\_\_  
Ed Hintz, Secretary

STATE OF WISCONSIN)  
\_\_\_\_\_) SS  
COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, the above named Jonathan G. Spheeris, President, and Ed Hintz, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

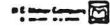
\_\_\_\_\_  
Notary Public

\_\_\_\_\_) County, Wisconsin

My Commission expires \_\_\_\_\_



*Mark A. Powers*  
April 7, 1988



Stock No. 26273

REEL 1051 IMAGE 1204

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

Being a part of the SE 1/4 of the SE 1/4 of Section 14  
T7N, R20E, City of Brookfield, Waukesha County, Wisconsin

## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of \_\_\_\_\_, owner.

IN WITNESS WHEREOF, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its President, and countersigned by \_\_\_\_\_, its Secretary (cashier), at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

In the presence of:

_____	Corporate Name	Countersigned
_____	President	Secretary or Cashier

STATE OF WISCONSIN) SS  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, \_\_\_\_\_, President, and \_\_\_\_\_, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Wisconsin  
My Commission expires \_\_\_\_\_



*Mark A. Powers*  
April 7, 1988



Stock No. 26273

REEL 1051 MAP 1205

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

Being a part of the SE 1/4 of the SE 1/4 of Section 14,  
T7N, R20E, City of Brookfield, Waukesha County, Wisconsin

## CONSENT OF MORTGAGEE

I, Marie Jacque Schanen, mortgagee of the above described land, do hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and I do hereby consent to the above certificate of \_\_\_\_\_, owner.

WITNESS the hand and seal of Marie Jacque Schanen, mortgagee, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
In the presence of:

\_\_\_\_\_  
Mortgagee (Seal)

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the above named \_\_\_\_\_, to me know to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Wisconsin  
My Commission expires \_\_\_\_\_

## CONSENT OF MORTGAGEE

I, Shirley Schanen Gruen, mortgagee of the above described land, do hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and I do hereby consent to the above certificate of \_\_\_\_\_, owner.

WITNESS the hand and seal of Shirley Schanen Gruen, mortgagee, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
In the presence of:

\_\_\_\_\_  
Mortgagee (Seal)

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Wisconsin  
My Commission expires \_\_\_\_\_



*Mark A. Powers*  
*April 7, 1988*



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

Being a part of the SE 1/4 of the SE 1/4 of Section 14,  
T7N, R20E, City of Brookfield, Waukesha County, Wisconsin

### PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the City of Brookfield on this  
\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Kathryn C. Bloomberg, Chairperson

\_\_\_\_\_  
Gary L. Rasmussen, City Clerk

### COMMON COUNCIL APPROVAL:

Approved by the Common Council of the City of Brookfield on this  
\_\_\_\_ day of \_\_\_\_\_, 19\_\_.


\_\_\_\_\_  
Kathryn C. Bloomberg, Mayor

\_\_\_\_\_  
Gary L. Rasmussen, City Clerk



REVISED APRIL 7, 1988

*Mark A. Powers*  
Sept. 10, 1987



State of Wisconsin  
P.O. Box 12436  
Milwaukee, WI 53212

## DEPARTMENT OF NATURAL RESOURCES

Carroll D. Besadny  
Secretary

December 11, 1987

File Ref: 3550

Ms. Shirley Schanen Gruen  
Ms. Marie Jacque Schanen  
6260 N. Port Washington Rd.  
Milwaukee, WI 53217

REEL 1051 W-1207

Dear Applicants:

RE: State Conditional Approval for Letter of Map  
Revision for a Subdivision Located in the SE $\frac{1}{4}$   
of the SE $\frac{1}{4}$  of Section 14, T7N, R20E, Waukesha  
County, Wisconsin

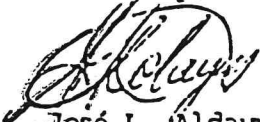
The Department of Natural Resources hereby acknowledges receipt and review of this Letter of Map Revision request, and have found that the project located immediately west of Underwood Creek and north of West North Avenue in the City of Brookfield, Waukesha County, Wisconsin, would meet state standards if:

- A permit for the proposed pond construction is issued by the Department;
- Fill is placed in the above-mentioned property, two feet above regional flood elevation (752.1 feet NGVD);
- The fill will be contiguous to lands outside the floodplain; and
- No fill will be placed in the floodway boundary.

We understand that this request is being forwarded to FEMA for a possible map revision.

If you have further questions with regard to this subject, you can contact my office at (414) 562-9673.

Sincerely,



José L. Aldayuz  
Floodplain Engineer

jc

c: Mr. Robert Watson - WZ/6  
Mr. James Romanowski



EXHIBIT C

Federal Emergency Management Agency

1051-1208

Washington, D.C. 20472

Case # 88-05-09F

DATA REQUEST CHECKLIST FOR CONDITIONAL LETTER OF MAP REVISION INVOLVING FILL

Requestor: Mr. James Romanowisk. Date: APR 5 1988

The information checked below in Column 1 is required to process your request for a conditional Letter of Map Revision Involving Fill. Information checked in Column 2 has been received and should not be resubmitted unless specifically requested.

Table with 2 columns: (1) REQ'D DATA, (2) REC'D DATA. Contains handwritten checkmarks and a dash.

Community: Brookfield WI

Property: The Grove

- 1. A copy of the recorded Deed giving the legal description of your property...
2. A copy of the recorded plat map showing the location of your property...
3. Tax assessor's maps or other suitable maps showing the surveyed location...
4. If your request is for more than one lot or structure...
5. Certified planimetric information indicating the location of proposed structures...
6. Certification by a registered professional engineer or licensed land surveyor stating:
a. The elevation of the proposed lowest finished grade...
b. The elevation of the proposed lowest floor...

(1) REQ'D DATA	(2) REC'D DATA	
-	-	7. Certification of the dates and extent of fill placement
-	-	8. Hydraulic calculations for _____
✓		9. The signed and dated "Request for Letter of Map Revision Involving Fill" form (enclosed)
	✓	10. The signed and dated "Community Acknowledgement of Request for Letter of Map Revision Involving Fill" form (enclosed)
-	-	11. The signed and dated "Confirmation of Eligibility for Exemption from Fill Compaction Certification" form (enclosed)
✓		12. The signed and dated "Certification of Fill Compaction" form (enclosed), completed by the community's National Flood Insurance Program permit official, a registered professional engineer, or an accredited soils engineer
		13. Initial fee for Conditional LOMR (The case number listed on the first page should be included on your check or money order for identification purposes.) a. Single-lot or structure \$125 b. Multi-lot/subdivision or multi-structures \$175
	✓	14. Daytime telephone number
		15. Other: _____

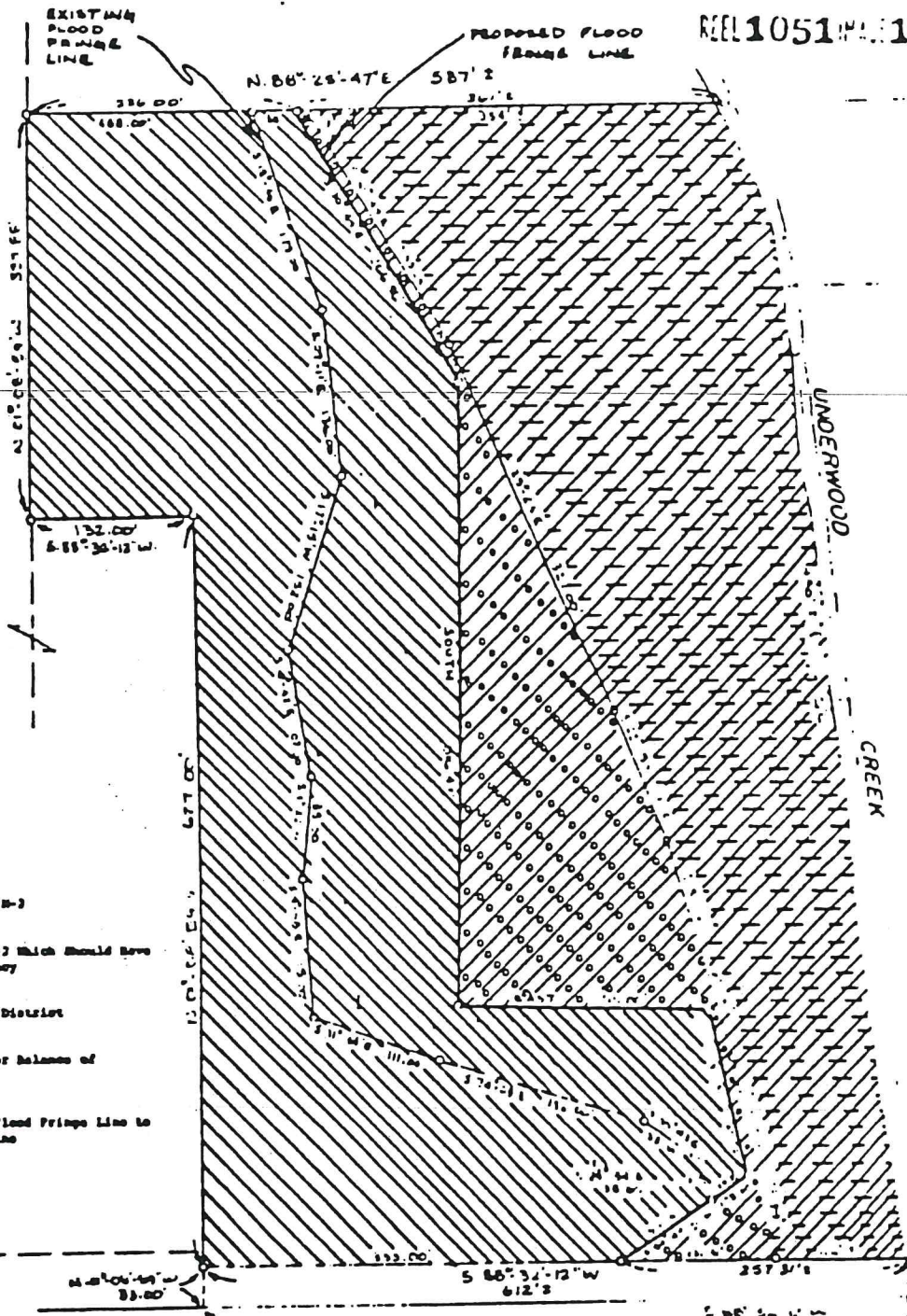
The information checked in Column 1 should be sent directly to Greenhorne & O'Mara, Inc., our technical evaluation contractor, at the following address:

Mr. Vince DiCamillo  
 Assistant Project Manager  
 Greenhorne & O'Mara, Inc.  
 9001 Edmonston Road  
 Greenbelt, Maryland 20770

EXHIBIT D

REEL 1051 PAGE 1210

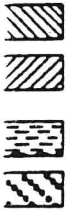
(1)  
(M-1)



KEY TO LEGAL DESCRIPTIONS

Legal Desc. No.

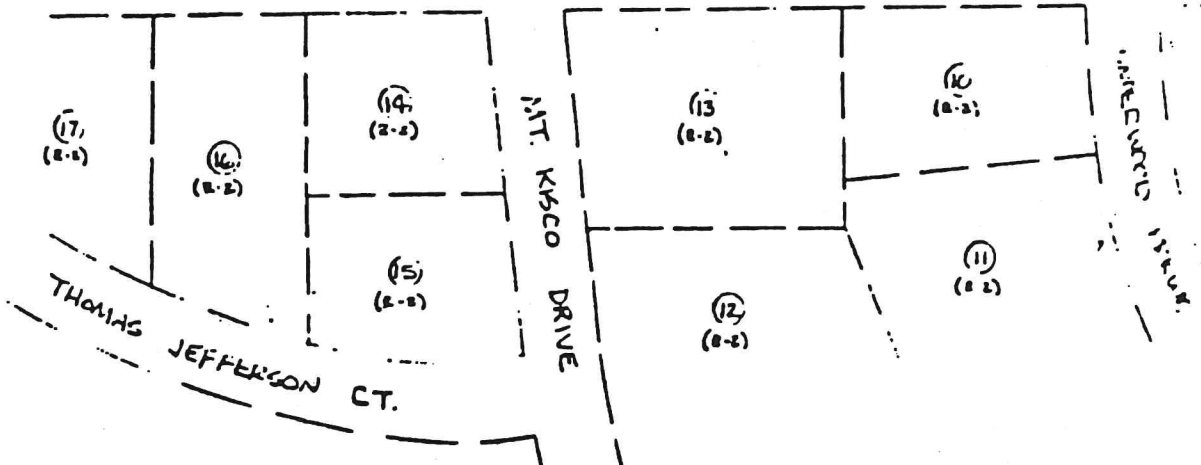
Lands



- 1 Entire Parcel
- 2 Lands that Remain zoned R-2
- 3 Lands Presently zoned R-2 which should have remained zoned Conservancy
- 4 Floodway Overlay zoning District
- 5 Flood Fringe Overlay Over Balance of Conservancy Lands
- 6 Relocation of Existing Flood Fringe Line to Proposed Flood Fringe Line

NORTH

AVENUE



KEY TO LEGAL DESCRIPTIONS

<u>Legal Desc. No.</u>	<u>Lands</u>
1	Entire Parcel
2	Lands that Remain Zoned M-2
3	Lands Presently Zoned M-2 Which Should Have Remained Zoned Conservancy
4	Floodway Overlay Zoning District
5	Flood Fringe Overlay Over Balance of Conservancy Lands
6	Relocation of Existing Flood Fringe Line to Proposed Flood Fringe Line
	Existing Flood Fringe Line
	Proposed Flood Fringe Line

LEGAL NO. 1 - ENTIRE PARCELProject No. 2158  
September 11, 1987LEGAL DESCRIPTION OF ALL LANDS

Being a part of the SE 1/4 of the SE 1/4 of Section 14, T7N, R20E, City of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 14; thence S  $88^{\circ}-32'-12''$  W, along the South line of said SE 1/4 and centerline of North Avenue, 1185.84 feet to a point; thence N  $01^{\circ}-08'-59''$  W, 33.00 feet to a point being on the northerly right-of-way line of North Avenue and the point of beginning of the hereinafter described lands; thence continuing N  $01^{\circ}-08'-59''$  W, 627.00 feet to a point; thence S  $88^{\circ}-32'-12''$  W, 132.00 feet to a point; thence N  $01^{\circ}-08'-59''$  W, 337.88 feet to a point; thence N  $88^{\circ}-25'-47''$  E, 587 feet more or less to the centerline of Underwood Creek; thence in a southerly direction, 980 feet more or less along the centerline of said Underwood Creek to a point being on the North right-of-way line of North Avenue; thence S  $88^{\circ}-32'-12''$  W, 612 feet more or less to the place of beginning. Said lands containing 569,200 square feet more or less (13.07 acres more or less) to the centerline of Underwood Creek.

Rev. December 8, 1987  
 November 3, 1987  
 Project No. 2158

LEGAL 2 - LANDS THAT REMAIN ZONED M-2

Legal Description of Lands to remain zoned as M-2:

~~Being a part of the SE 1/4 of the SE 1/4 of Section 14; T7N, R20E,~~  
 City of Brookfield, Waukesha County, Wisconsin, more fully described as  
 follows:

Commencing at the SE corner of said Section 14; thence S 88°-32'-12" W,  
 along the South line of said SE 1/4 and centerline of North Avenue, 1185.84  
 feet to a point; thence N 01°-08'-59" W, 33.00 feet to a point being on the  
 northerly right-of-way line of North Avenue; thence N 01°-08'-59" W, 627.00  
 feet to a point; thence S 88°-32'-12" W, 132.00 feet to a point; thence  
 N 01°-08'-59" W, 337.88 feet to a point; thence N 88°-25'-47" E, 179.01 feet  
 to a point; thence S 31°-55'-13" E, 116.87 feet to a point; thence  
 S 31°-28'-23" E, 115.48 feet to a point; thence S 31°-54'-03" E, 116.66 feet  
 to a point; thence South, 447.73 feet to a point; thence East, 194.12 feet  
 to a point; thence S 15°-22'-08" E, 47.19 feet to a point; thence  
 S 14°-17'-03" E, 107.26 feet to a point; thence S 54°-45'-51" W, 109.66  
 feet to a point on the northerly right-of-way line of North Avenue; thence  
 S 88°-32'-12" W, along said northerly right-of-way line, 355.00 feet to the  
 place of beginning. Said lands containing 274,496 square feet (6.30 acres).

November 3, 1987

Project No. 2158

LEGAL 3 - LANDS PRESENTLY ZONED M-2 WHICH SHOULD HAVE REMAINED ZONED CONSERVANCY

Legal description of lands to be rezoned from M-2 to Conservancy:

Being a part of the SE 1/4 of the SE 1/4 of Section 14, T7N, R20E, City of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 14; thence S  $88^{\circ}-32'-12''$  W, along the South line of said SE 1/4 and centerline of North Avenue, 1185.84 feet to a point; thence N  $01^{\circ}-08'-59''$  W, 33.00 feet to a point being on the northerly right-of-way line of North Avenue; thence N  $88^{\circ}-32'-12''$  E, along said northerly right-of-way line, 355.00 feet to the point of beginning of the hereinafter described lands; thence N  $54^{\circ}-45'-51''$  E, 109.66 feet to a point; thence N  $14^{\circ}-17'-03''$  W, 107.26 feet to a point; thence N  $15^{\circ}-22'-08''$  W, 47.19 feet to a point; thence West, 194.12 feet to a point; thence North 447.73 feet to a point; thence N  $31^{\circ}-54'-03''$  W, 116.66 feet to a point; thence S  $31^{\circ}-28'-23''$  W, 115.48 feet to a point; thence N  $31^{\circ}-55'-13''$  W, 116.87 feet to a point; thence N  $88^{\circ}-25'-47''$  E, 408 feet more or less to the centerline of said Underwood Creek; thence in a southerly direction, 980 feet more or less along the centerline of said Underwood Creek to a point being on the North right-of-way line of North Avenue; thence S  $88^{\circ}-32'-12''$  W, 253 feet more or less to the place of beginning. Said lands containing 295,068 square feet more or less (6.77 acres more or less) to the centerline of Underwood Creek.