



## Finance Committee Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Tuesday, October 08, 2024 - 4:30 PM**

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**Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone.  
Citizen participation is welcome during topic discussion periods.**

You are invited to a Zoom webinar.

When: Oct 8, 2024 04:30 PM Central Time (US and Canada)

Topic: Finance Committee Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/86834216141>

Or One tap mobile :

+13052241968,,86834216141# US

+13092053325,,86834216141# US

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 312 626 6799 US (Chicago)

Webinar ID: 868 3421 6141

International numbers available: <https://us06web.zoom.us/j/86834216141>

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## AGENDA

### CALL TO ORDER

### ROLL CALL

### CONSENT AGENDA

*Items on the Consent Agenda will be approved together unless any committee member requests that an item be removed for individual consideration.*

### HEARING OF CITIZEN COMMENTS

*No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.*

***To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial \*6 to unmute your phone and dial \*9 to raise your hand.***

### CONSIDERATIONS / DISCUSSIONS / REPORTS

- [1.](#) Discussion Regarding an Amendment to Slater Development

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

**Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.**



# Finance Committee Agenda Item

Meeting Date:	October 8, 2024
Agenda Item:	Jake's Way and Moraine View Parkway Developer's Agreement
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0148

**BACKGROUND**  
(Enter the who, what, when, where, why)

On May 21, 2024 meeting, the City Council approved a development agreement with Slate Real Estate, LLC. Since then, the Developer has proposed minor modifications to the agreement, which are summarized as follows:

1. **Assignment of Liability:**  
The original agreement required the Developer to remain responsible for all liabilities and obligations even if the property is sold. The proposed amendment modifies this to transfer responsibility to the new owner in the event of a sale, releasing the current owner. This is a standard provision in development agreements.
2. **Legal Entity Change:**  
The amendment changes the Developer's legal entity from "Slate Real Estate, Inc." to "Whitewater Moraine View, LLC." This is purely administrative and does not impact the Developer's responsibilities or obligations under the agreement.
3. **Removal of Guarantor Provision:**  
The amendment deletes a reference to a "Guarantor" from the original agreement. The term was undefined, and no Guarantor was ever established. Removing this provision avoids potential confusion in the future and does not change the Developer's obligation to guarantee an assessed value of at least \$24.6 million.

In summary, the proposed amendments are minor, administrative in nature, and do not modify the substantive terms of the original agreement. These changes align with standard development agreement practices. Attached to this memo is a memo from Attorney Manthe outlining the same changes I have noted in my memo. Additionally, the amendment that would be added to the developer's agreement.

**PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS**  
(Dates, committees, action taken)

N/A

**FINANCIAL IMPACT**  
(If none, state N/A)

N/A

**STAFF RECOMMENDATION**

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To approve the amendment to the Developer's Agreement and recommend it to Common Council.

Item 1.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

-Developer's Agreement

-Amendment to the Developer's Agreement

-Manthe's Memo



October 4, 2024

To: Taylor Zeinert  
City of Whitewater Economic Development Director

From: Rick Manthe City Attorney

RE: Whitewater Moraine View, LLC Development Agreement

The City Council approved a development agreement with Slate Real Estate, LLC at its May 21, 2024 meeting. The Developer has proposed minor modifications to the agreement related to assignment of the Developer's rights and the name of the legal entity in the agreement. This memo summarizes the changes in the proposed amendment.

The original agreement mandated that the Developer would be responsible for all liabilities and obligations even if the property is sold. The amendment agreement modifies that requirement so that if the property is sold, the new owner would be responsible for all liabilities and obligations and the current owner would be released. This is typical in development agreements.

The amendment also changes the legal entity of the Developer from "Slate Real Estate, Inc." to "Whitewater Moraine View, LLC." This change does not modify any responsibilities or obligations of the Developer. It is a minor change to reflect the actual legal entity constructing the project.

An additional minor change would delete a provision in the original agreement that referenced a "Guarantor." This provision was unclear and not defined. No "Guarantor" was established or what the role of the "Guarantor" was. Deleting this provision does not change any responsibilities of the Developer. The Developer's obligation to guarantee at least \$24.6 million in assessed value is unchanged. The Developer must still make shortfall payments if that value is not reached. Therefore, this provision was unnecessary and could lead to confusion in the future about what the intent of the provision actually was.

**Madison Office**

222 West Washington Avenue 608.256.0226  
P.O. Box 1784 888.655.4752  
Madison, Wisconsin Fax 608.259.2600  
53701-1784 www.staffordlaw.com

**Milwaukee Office**

1200 North Mayfair Road 414.982.2850  
Suite 430 888.655.4752  
Milwaukee, Wisconsin Fax 414.982.2889  
53226-3282 www.staffordlaw.com

In summary, the proposed amendment makes minor changes to the development agreement that do not modify the substantive terms of the original agreement. These changes are consistent with standard development agreement terms.

**AMENDMENT TO DEVELOPMENT AGREEMENT**

**THIS AMENDMENT TO DEVELOPMENT AGREEMENT** (“Amendment”), entered into effective \_\_\_\_\_, 2024 (“Effective Date”), by and between the CITY OF WHITEWATER, a municipal corporation (“City”) and SLATE REAL ESTATE, INC. (“Named Developer”), and WHITEWATER MORaine VIEW LLC, a Wisconsin limited liability company (“Developer”). Each of the forgoing may also be referred to in this Agreement as a “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, the City and Named Developer have entered into that certain Development Agreement dated on or about the date hereof (“Agreement”);

**WHEREAS**, the Parties agree that Developer will replace Named Developer under the Agreement; and

**WHEREAS**, City and Developer desire to further amend the Agreement as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. Developer Party. The term “Developer” as used in the Agreement shall mean “Whitewater Moraine View LLC”. All occurrences of “Slate Real Estate, Inc.” in the Agreement are hereby replaced with “Whitewater Moraine View LLC” and Slate Real Estate, Inc. is released and discharged from any and all duties under the Agreement.

2. Guarantor Obligations. Section 5 of the Agreement shall be deleted its entirety and replaced with the following:

5. Intentionally Deleted.

3. Notices. Developer’s address for notices under Section 6(c) shall be deleted and replaced with the following:

In the case of the Developer:

Whitewater Moraine View LLC  
Attn: Chris Slater  
401 E. Industrial Drive  
P.O. Box 317  
Hartland, WI 53029  
Email: [Chris.Slater@slateco.com](mailto:Chris.Slater@slateco.com)  
Phone: 262-349-0020

With copy to:

Husch Blackwell LLP  
Attn: Atty. Joseph F. LaDien  
511 N. Broadway, Suite 1100  
Milwaukee, WI 53202  
Email: [joseph.ladien@huschblackwell.com](mailto:joseph.ladien@huschblackwell.com)  
Phone: 414-978-5544

4. Successors and Assigns. Section 6(i) of the Agreement shall be amended and restated in its entirety as follows:

(i) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or the Property described in Exhibit A shall not release the transferor from its obligations hereunder unless specifically agreed to herein; provided, however, if Developer's interests have been assigned, and upon such assignee or Developer obtaining a certificate of occupancy for all of the Developer's Improvements, Developer shall be released from all obligations and liability under this Agreement so long as the assignee has, in writing, assumed all obligations and liabilities under this Agreement. For the avoidance of all doubt, Developer may freely assign this Agreement without the prior consent of City, provided that Developer provides prior notice of such assignment. Furthermore, Developer may finance any payment obligations hereunder, and may collaterally assign this Agreement to Developer's construction lender or to other lenders for the Developer's Improvements.

5. Miscellaneous. Except as otherwise expressly modified herein, the Agreement shall continue in full force and effect. In the event of any conflict between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment shall control. The language used in this Amendment shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. If any provision of this Amendment or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Amendment nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The headings contained in this Amendment are for convenience of reference only and shall not affect the meaning or interpretation of this Amendment. This Amendment may be executed in multiple counterpart signature pages, all of which taken together shall be construed as one and the same document. Facsimile and electronic (i.e., ".pdf") signatures of this Amendment shall be treated as original signatures to this Amendment and shall be binding on the parties.

[Signature Pages Follow]



**IN WITNESS WHEREOF**, the parties have caused this Amendment to Development Agreement to be signed as of the Effective Date.

**CITY:**  
**CITY OF WHITEWATER,**  
a municipal corporation

By: \_\_\_\_\_  
John S. Weidl, City Manager

Attest:

\_\_\_\_\_  
Heather Boehm, City Clerk

STATE OF WISCONSIN    )  
  )  
COUNTY OF WALWORTH)

**ACKNOWLEDGMENT**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named John S. Weidl, City Manager, and Heather Boehm, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, Wisconsin, and to me known to be the persons who executed the foregoing agreement on behalf of said City as its duly-authorized act and deed.

\_\_\_\_\_  
Print: \_\_\_\_\_  
Notary Public, State of Wisconsin  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Amendment to Development Agreement to be signed as of the Effective Date.

**NAMED DEVELOPER:**  
**SLATE REAL ESTATE, INC.,**  
a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
the above-named \_\_\_\_\_, as \_\_\_\_\_ of Slate Real Estate, Inc.,  
to me known to be the person who executed the foregoing agreement on behalf of Slate  
Real Estate, Inc. as its duly-authorized act and deed.

\_\_\_\_\_  
Print: \_\_\_\_\_  
Notary Public, State of Wisconsin  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be signed as of the Effective Date.

**DEVELOPER:**  
**WHITEWATER MORAINÉ VIEW LLC,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named \_\_\_\_\_, as \_\_\_\_\_ of Whitewater Moraine View LLC, to me known to be the person who executed the foregoing agreement on behalf of Whitewater Moraine View LLC as its duly-authorized act and deed.

\_\_\_\_\_  
Print: \_\_\_\_\_  
Notary Public, State of Wisconsin  
County of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Property**

LOT 44 IN WALTON'S PINE BLUFF SUBDIVISION AS RECORDED IN CABINET D OF PLATS, SLIDE 2 AS DOCUMENT NO. 633016 AND BEING LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 15 EAST, CITY OF WHITEWATER.

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("Agreement"), entered into effective \_\_\_\_\_, 2024 ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City") and Slate Real Estate, Inc. ("Developer") a Wisconsin Corporation (or entity TBD). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

**WHEREAS**, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

**WHEREAS**, the City desires to encourage development and promote industrial development within the City;

**WHEREAS**, for these purposes, the City has created Tax Incremental District No.11 ("TID") pursuant to Wisconsin Statutes;

**WHEREAS**, the Developer, pursuant to that certain offer to purchase with a private entity for the property at Moraine View Parkway/Jakes Way, PIN# WPB 00044 (the "Property") totaling approximately 10.175 acres, is to acquire the Property and develop it;

**WHEREAS**, the Developer has filed, or will file, with the City plans, specifications, documents and exhibits as required by the City for the development of the Property and for making other improvements.

**NOW, THEREFORE**, in consideration of the foregoing Recitals which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. Developer Improvements. Developer shall complete improvements on the property in accordance with the terms, conditions and requirements of EXHIBIT B ("Developer's Improvements"). The plans, specifications and site plans for Developer's Improvements are subject to City approval, and Developer shall not commence construction of Developer's Improvements until such time as the City has approved such plans, specifications and site plans in writing. After the City's approval of Developer's

Improvements, such documents shall not be modified without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. City's approval of Developer's Improvements shall not excuse Developer from complying with any other governmental approvals, permits, ordinances or laws that are applicable to the Property or Developer's Improvements. All work to be performed by the Developer related to Developer's Improvements shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for such work in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes and shall obtain and maintain all necessary permits and licenses for such work.

- a. Developer will commence construction on or before October 1, 2024. Construction of the first 4 of 8 16-unit buildings will be completed on or before November 1, 2025.

2. City Grant.

- (a) Grant Amount. Subject to Section 2(b), the City agrees to provide a grant up to an amount equal to approximately Five Million, One Hundred Thousand Dollars (\$5,100,000) ("City Grant"). The grant will be paid out in increments 85% of the tax increment collected annually for 10 years as property tax payments are made beginning in the first tax year post-construction, then 60% of the tax increment collected annually for the remaining years of the TID.
- (b) Conditions Precedent. Prior to the City's payment of the City Grant, Developer shall satisfy the following conditions:
  - (i) Provide the City with evidence reasonably satisfactory to the City that Developer owns fee simple title to the Property.
  - (ii) Provide the City with copies of permits, licenses and other documents as reasonably requested by the City to confirm that Developer has complied with all necessary federal and state laws, regulations and ordinances necessary to obtain the governmental approvals required for the intended construction of the Project, including without limitation, a building permit for Developer's Improvements.
  - (iii) Provide City with a copy of all plans and complete specifications for construction of Developer's Improvements, which plans and specifications must be reasonably acceptable to City.
  - (iv) Provide the City with copies of such organizational documents as City shall reasonably require, as well as an incumbency certificate identifying the parties authorized to act on behalf of the Developer.

3. Minimum Assessed Value. Developer guarantees a minimum assessed value of \$24,600,000.

(a) Shortfall Payment. The minimum incremental value (equalized) for the tax year 2026, based on an assessment date of January 1, 2026, shall be \$12,300,000; for each year thereafter, the minimum incremental value (equalized) for each subsequent year, based on an assessment date of January 1 of such year, shall be \$12,300,000 until 2029, at which time the other four (4) buildings will be completed and the total assessed value will be \$24,600,000. If the total completed development does not achieve a minimum incremental value of \$24,600,000, the City will charge a Shortfall Payment. For each year that the City determines that a Shortfall Payment is due and owing, the City shall notify Developer of the amount of the Shortfall Payment due and owing for that tax year, and such payment shall be due and payable to the City by not later than January 31 of the next ensuing year (*i.e.* if a Shortfall Payment is due and owing for tax year 2027 based on the actual assessed value of the Property as of the January 1, 2026 assessment date, such payment shall be due and owing and shall be payable by not later than January 31, 2027 for the 2026 tax year).

(b) Special Charge. Developer agrees that the amount of any Shortfall Payment due and owing to the City for any given year, pursuant to the agreement, may be treated as a "Special Charge" (as defined in Wisconsin Statutes § 74.01(4) levied against the Property, without notice or hearing, such notice and hearing being expressly waived by Developer). The Special Charge shall be a lien on the Property and shall be extended upon the tax roll for the year in which it is due and owing against the Property in the event the Developer does not pay the City its Shortfall Payment by such Shortfall Payment due date. All proceedings in relation to collection, return and sale of the Property for delinquent real estate taxes shall apply to such Special Charge. The City shall also have the right to collect the Shortfall Payment in any other manner as permitted by law.

(c) Agreement Runs with the Land. The Agreement shall inure to the benefit of the City and shall be binding on the from time-to-time owners of the Property and shall constitute covenants running with the land.

4. Default.

(a) Events of Default. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

(b) Remedies. If a party does not cure or undertake to cure a default within the time period set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity. The rights and remedies of

the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach by Developer. No waiver made by the City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of the City to enforce any other obligations of Developer.

5. Guarantor Obligations. In the event of default of Developer of any payment obligation in this Agreement, Guarantor will discharge such obligation.

6. Miscellaneous.

(a) Changes. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the Developer and the City, shall be incorporated in written amendments to this Agreement.

(b) Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

(c) Notices and Demands. A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

In the case of the Developer:  
Chris Slater  
401E. INDUSTRIAL DRIVE,  
P.O.BOX 317,  
HARTLAND WI 53029  
chris@slateco.com  
262-349-0020

In the case of the City:  
  
City of Whitewater  
Attn: John S. Weidl, City Manager



312 W. Whitewater Street  
P.O. Box 178  
Whitewater, WI 53190  
Email: [jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)  
Phone: 262-473-0104

With a Copy to:

Jonathan K. McDonell, City Attorney  
Harrison, Williams & McDonell, LLP  
522 West Main Street  
Whitewater, WI 53190  
Email: [jm@hmattys.com](mailto:jm@hmattys.com)  
Phone: 262-473-7900

(d) No Liability of City. The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

(e) Completeness of Agreement. This Agreement and any addition of supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

(f) Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(g) Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected hereby.

(h) Recording of Agreement. The Agreement and any and all subsequent modifications thereof or additions thereto may, upon being duly executed, be recorded by either party with the Register of Deeds for Walworth County, Wisconsin.

(i) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

(j) Ambiguities Not Construed. The Developer has had substantial input concerning the terms of this agreement, and therefore, any ambiguities will not be construed against the City on the basis that its attorney drafted this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Development Agreement to be signed as of the Effective Date.

**CITY OF WHITEWATER**

**DEVELOPER:**

By: \_\_\_\_\_  
John S. Weidl, City Manager

SLATE REAL ESTATE, INC.

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Heather Boehm, City Clerk

STATE OF WISCONSIN )  
 )  
COUNTY OF WALWORTH)

**ACKNOWLEDGMENT**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named John S. Weidl, City Manager, and Heather Boehm, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, Wisconsin, and to me known to be the persons who executed the foregoing agreement on behalf of said City as its duly-authorized act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Walworth County, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named \_\_\_\_\_, as \_\_\_\_\_ of Slate Real Estate, Inc., to me known to be the person who executed the foregoing agreement on behalf of Slate Real Estate, Inc. as its duly-authorized act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**  
**The Property**

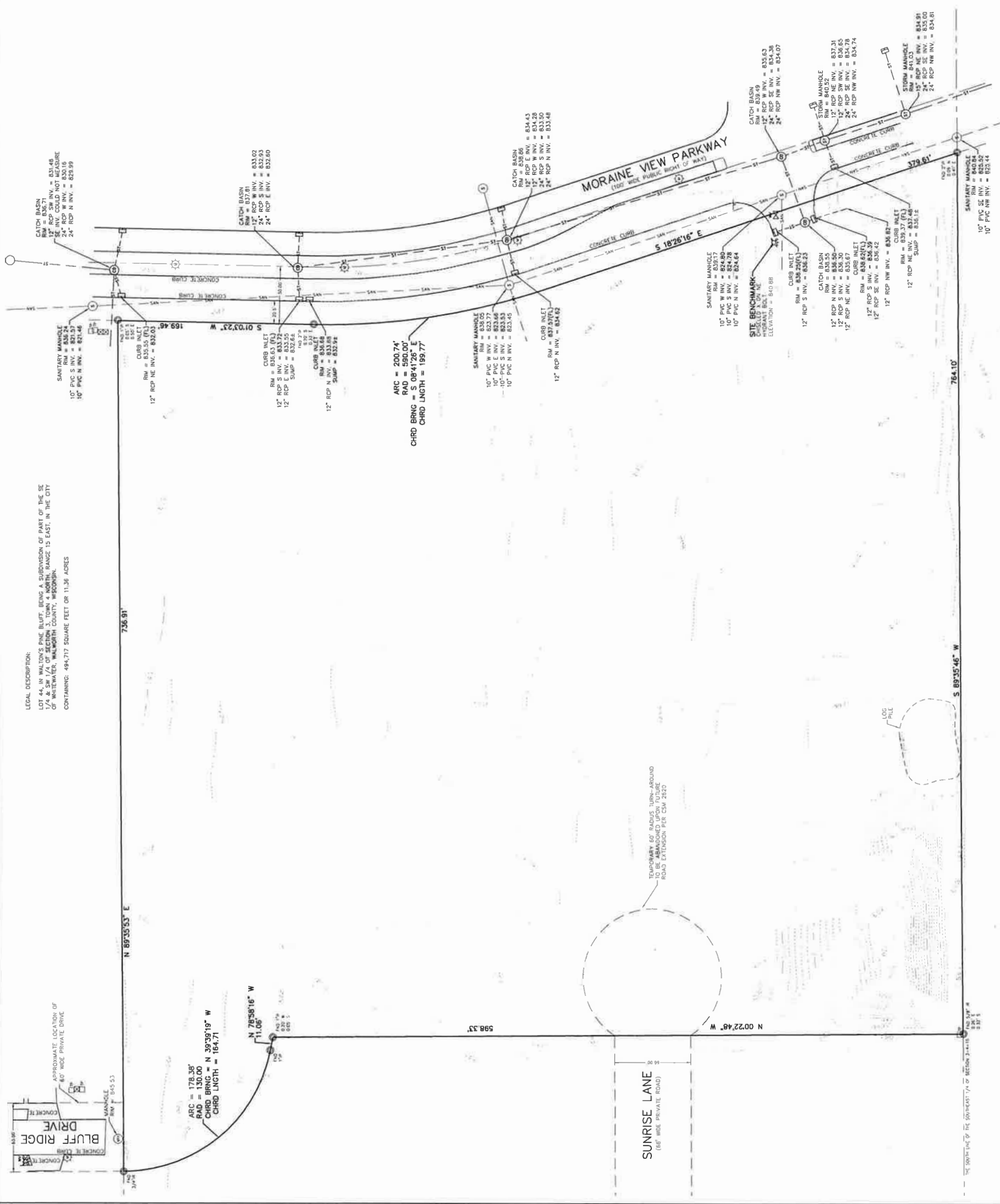
Lot 44, Walton's Pine Bluff Subdivision, located in the SE 1/4 and SW 1/4 of SE 1/4,  
Section 3, T4N, R15E, City of Whitewater, Walworth County, Wisconsin.

(Tax Parcel No. /WPB 00044)

**EXHIBIT B**  
**Developer's Improvements**



LEGAL DESCRIPTION:  
 LOT 44, IN WALTON'S PINE BLUFF, BEING A SUBDIVISION OF PART OF THE SE 1/4 & SW 1/4 OF SECTION 3, TOWN 4 NORTH, RANGE 15 EAST, IN THE CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.  
 CONTAINING: 494,717 SQUARE FEET OR 11.36 ACRES



- NOTES**
- SUBJECT PROPERTY ZONED: R-3, MULTI FAMILY RESIDENTIAL.
  - SETBACKS BASED ON THE CITY OF WHITEWATER ZONING CODE AND ARE AS FOLLOWS:
  - YARD REQUIREMENTS:
    - FRONT, THIRTY FEET FIRST FLOOR.
    - REAR, THIRTY FEET.
    - SIDE, TWENTY FEET.
    - SHORE, SEVENTY-FIVE FEET, ALL SHORELAND SHALL BE IN COMPLIANCE WITH CHAPTER 19.48, AND IN ADDITION MAY REQUIRE DNR APPROVAL.
  - LEGAL DESCRIPTION BASED ON INFORMATION FROM WALWORTH COUNTY TAX RECORDS. LEGAL DESCRIPTION NOT PROVIDED BY CLIENT.
  - THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITIES COMPANIES DISCLOSED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
  - SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION. THIS DESIGNATION IS SUBJECT TO CHANGE BY ANNUAL CHANGE OF ZONING ORDINANCES. THE CLIENT IS ADVISED THAT THE ZONING AGENCY (TEMA), ON FLOOD INSURANCE RATE MAP NO. 591270002SE, WITH A DATE OF IDENTIFICATION OF 9/2/2014, IN COMMUNITY NO. 550200, CITY OF WHITEWATER, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.
  - PROJECT BENCHMARK - THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3-4-15, FOUND CONCRETE MONUMENT WITH BRASS CAP WITH AN ELEVATION OF 829.55.
  - SITE BENCHMARK - CHISELED CROSS ON NORTHEAST BOLT ON HYDRANT, AS SHOWN HEREON.
  - ELEVATIONS BASED ON INFORMATION FROM S.E. M.R.P.C. AND ARE AT NAVD 1988(12).
  - SURVEY DATUM: THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), WALWORTH COUNTY, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83(CO11)).

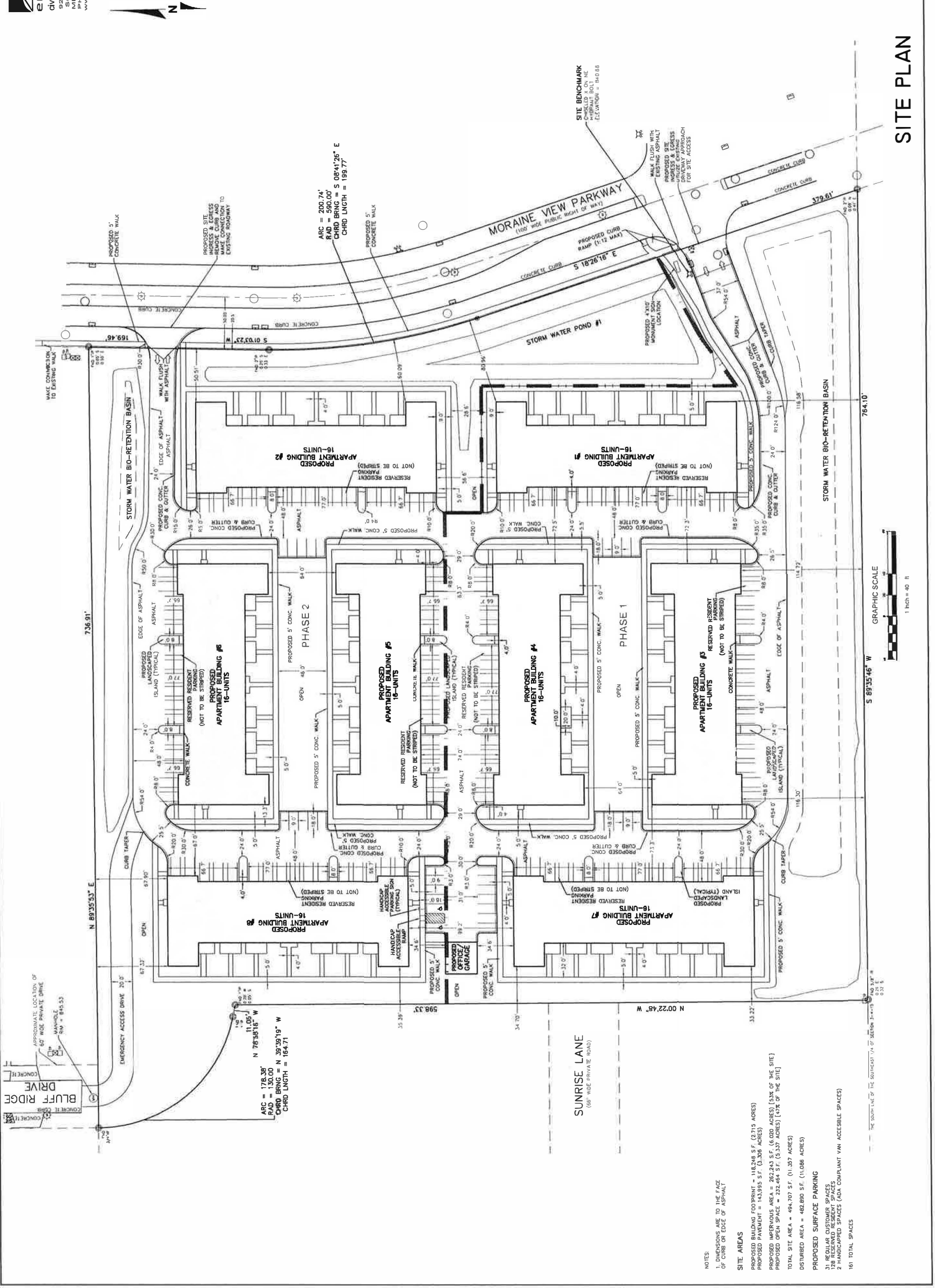
**LEGEND**

— SAN	— SANITARY MANHOLE	— HYDRANT
— W	— WATER MANHOLE	— HYDRANT
— C	— CATCH BASIN	— HYDRANT
— F	— FLOOD WALL	— HYDRANT
— T	— TELEPHONE	— HYDRANT
— E	— ELECTRIC	— HYDRANT
— G	— GAS	— HYDRANT
— S	— SEWER	— HYDRANT
— D	— DRAIN	— HYDRANT
— R	— RAIN	— HYDRANT
— P	— POT	— HYDRANT
— L	— LIGHT	— HYDRANT
— M	— METER	— HYDRANT
— B	— BENCH MARK	— HYDRANT
— C	— CURB	— HYDRANT
— S	— SUMP	— HYDRANT
— I	— INLET	— HYDRANT
— O	— OPEN	— HYDRANT
— F	— FILL	— HYDRANT
— E	— ELEVATION	— HYDRANT
— R	— ROAD	— HYDRANT
— P	— PARKING	— HYDRANT
— L	— LOT	— HYDRANT
— B	— BLOCK	— HYDRANT
— S	— SECTION	— HYDRANT
— T	— TOWN	— HYDRANT
— R	— RANGE	— HYDRANT
— E	— EAST	— HYDRANT
— W	— WEST	— HYDRANT
— N	— NORTH	— HYDRANT
— S	— SOUTH	— HYDRANT



**EXISTING CONDITIONS SURVEY**  
 FOR  
**WHITEWATER MULTIFAMILY**  
**MORaine VIEW PARKWAY**  
**WHITEWATER, WI**

DRAWN BY:	RAP	DATE:	12/01/2023
CHECKED BY:	MJB	DRAWING NO.:	EC-0
CSE Job No.:	23-116	SHEET:	1 OF 1

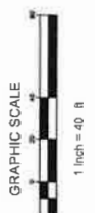
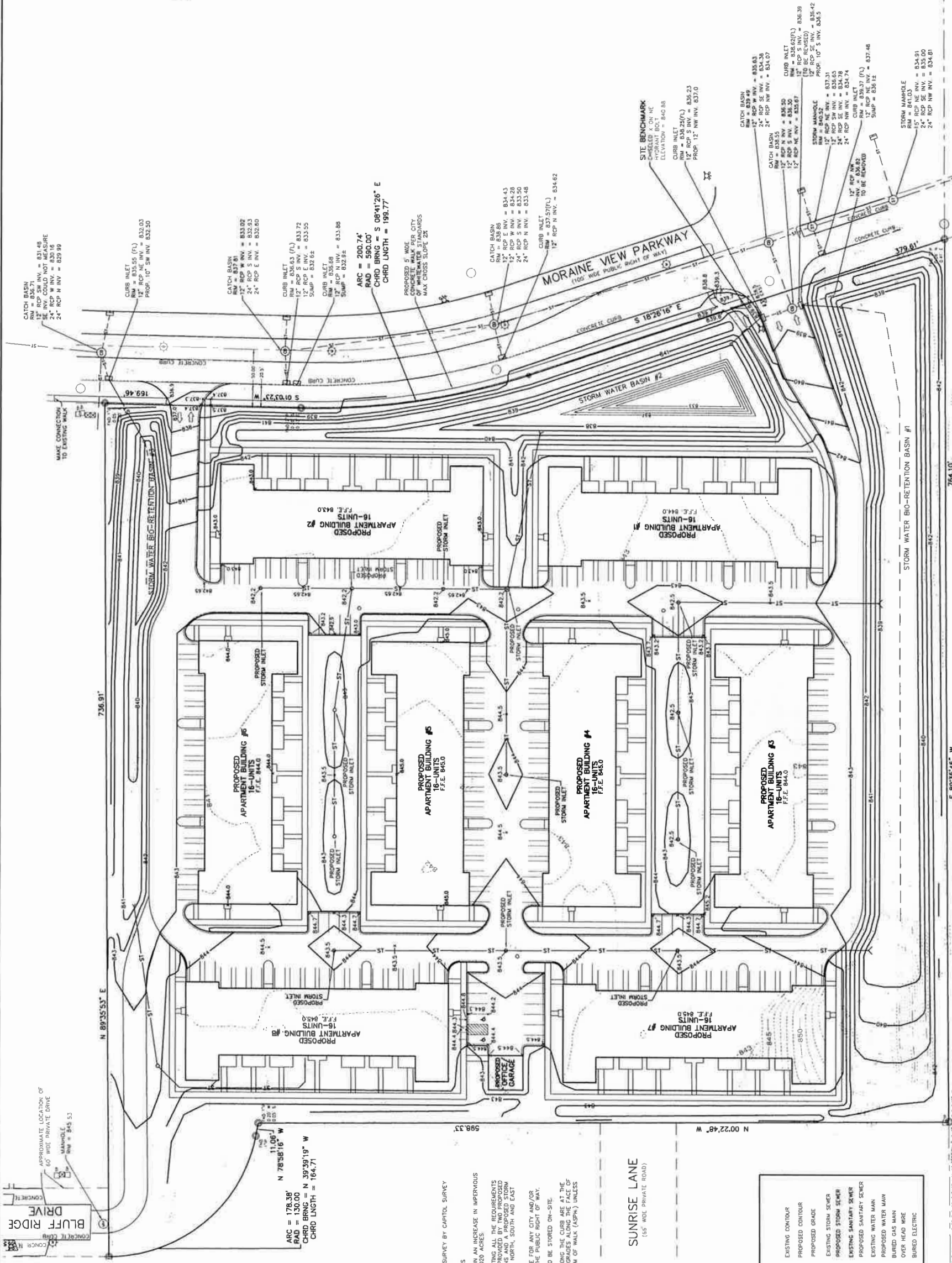


**NOTES:**  
 1. DIMENSIONS ARE TO THE FACE OF CURB OR EDGE OF ASPHALT

**SITE AREAS**  
 PROPOSED BUILDING FOOTPRINT = 118,248 S.F. (2.715 ACRES)  
 PROPOSED PAVEMENT = 143,995 S.F. (3.306 ACRES)  
 PROPOSED IMPERVIOUS AREA = 282,243 S.F. (6.020 ACRES) [53% OF THE SITE]  
 PROPOSED OPEN SPACE = 232,464 S.F. (5.337 ACRES) [47% OF THE SITE]  
 TOTAL SITE AREA = 494,707 S.F. (11.357 ACRES)  
 DISTURBED AREA = 482,890 S.F. (11.086 ACRES)

**PROPOSED SURFACE PARKING**  
 31. RESIDENT CUSTOMER SPACES  
 128 RESERVED RESIDENT SPACES  
 2 HANDICAPPED SPACES (ADA COMPLIANT VAN ACCESSIBLE SPACES)  
 161 TOTAL SPACES





**LEGEND**

EXISTING CONTOUR	---
PROPOSED CONTOUR	---
PROPOSED GRADE	---
EXISTING STORM SEWER	---
PROPOSED STORM SEWER	---
EXISTING SANITARY SEWER	---
PROPOSED SANITARY SEWER	---
EXISTING WATER MAIN	---
PROPOSED WATER MAIN	---
BURIED GAS MAIN	---
OVER HEAD WIRE	---
BURIED ELECTRIC	---

- NOTES:**
- EXISTING CONDITIONS BASED ON SURVEY BY CAPITAL SURVEY ENTERPRISES.
  - DISTURBED AREA = 11.086 ACRES
  - THE DEVELOPMENT WILL RESULT IN AN INCREASE IN IMPERVIOUS SURFACE AREA ON THE SITE BY 6,020 ACRES.
  - STORM WATER MANAGEMENT MEETING ALL THE REQUIREMENTS OF THE CITY AND NR 151 WILL BE PROVIDED BY TWO PROPOSED STORM WATER RETENTION BASINS LOCATED ON THE NORTH, SOUTH AND EAST SIDES OF THE SITE.
  - THE CONTRACTOR IS RESPONSIBLE FOR ANY CITY AND/OR STATE PERMITS FOR ALL WORK IN THE PUBLIC RIGHT OF WAY.
  - ALL CONSTRUCTION MATERIALS TO BE STORED ON-SITE.
  - ALL PROPOSED DRIVE GRADERS, ALONG THE CURBS ARE IN THE FLANGE LINE. ALL PROPOSED SPOT GRADERS ALONG THE FACE OF A RAISED WALK ARE AT THE BOTTOM OF WALK (ASPH) UNLESS OTHERWISE NOTED.

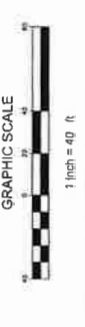
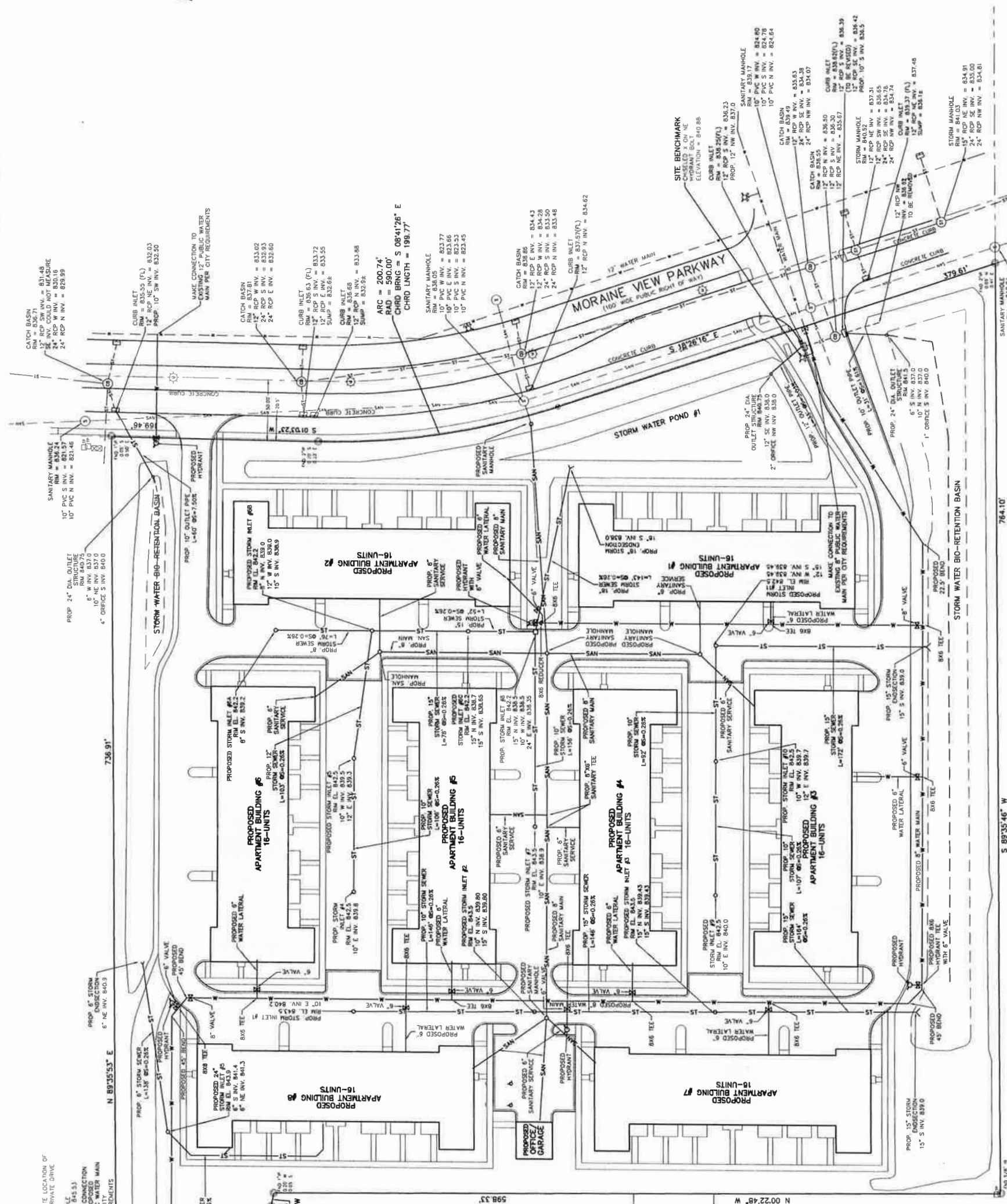
BLUFF RIDGE DRIVE  
APPROXIMATE LOCATION OF 60' WIDE PRIVATE DRIVE  
MANHOLE INV. @ 844.53

ARC = 178.35'  
RAD = 130.00'  
CHD BRNG = N 39°39'19" W  
CHD LGTH = 164.71'

SUNRISE LANE  
(60' WIDE PRIVATE ROAD)

THE SOUTH LINE OF THE QUADRANT 714 OF SECTION 34-41-15 AND 34-41-16



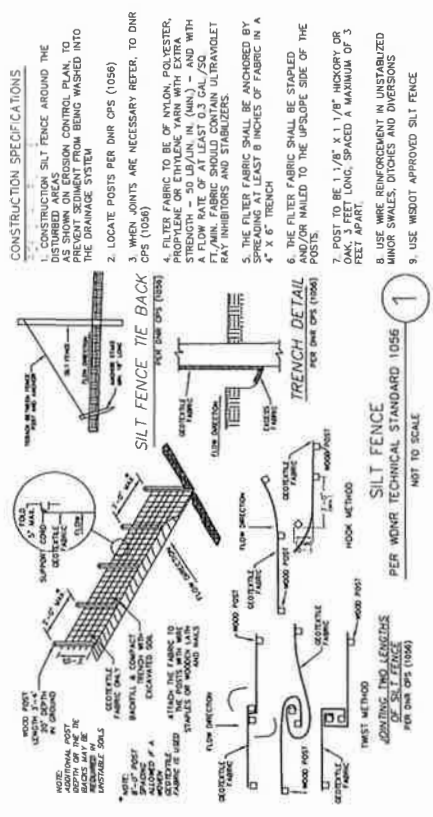


- NOTES**
1. ALL STORM SEWER, SANITARY SEWER, AND WATER MAIN MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (STANDARD SPECIFICATIONS) AND THE PLUMBING CODE AND THE CITY OF WHITEWATER REQUIREMENTS.
  2. ALL BRANCHES IN PAVEMENT AREAS SHALL HAVE GRAVEL BACKFILL.
  3. EXACT SIZE AND LOCATION OF SANITARY AND WATER SERVICE TO PROPOSED BUILDING BY PLUMBING CONSULTANT/CONTRACTOR TO BE DETERMINED.
  4. THE CONTRACTOR SHALL VERIFY SIZE, LOCATION, DEPTH, AND CONDITION OF ALL SEWER AND WATER CONNECTIONS PRIOR TO UTILITY CONSTRUCTION. NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.
  5. STORM SEWER: PVC ASTM D3034, RCP ASTM C78, DR 35.
  6. SANITARY SEWER: PVC ASTM D3034, SDR 35.
  7. WATER MAIN: PVC AWWA C900, CLASS 150 (DR18).
  8. \*MATERIAL PER CITY REQUIREMENT. CONTRACTOR TO VERIFY.
  9. ALL WATER SERVICE PIPING TO HAVE A MINIMUM OF 6 FEET OF COVER.
  10. ALL WATER SERVICES SHALL BE CAST-IRON WITHIN THE PUBLIC ROW PER CITY REQUIREMENTS.
  11. CONTRACTOR TO PROVIDE TRACERS WHERE AS OTHER METHOD OF LOCATING FOR ALL UNDERGROUND EXTERIOR NON-METALLIC SANITARY, STORM AND WATER PIPE PER WISCONSIN PLUMBING CODE SECTION 102.07(1)(2).
  12. SANITARY BUILDING SEWERS 6" OR LESS IN DIAMETER SHALL BE PROVIDED WITH CLEANOUTS OR MANHOLES SUCH THAT A CLEANOUT IS LOCATED NOT MORE THAN 100 FEET APART.

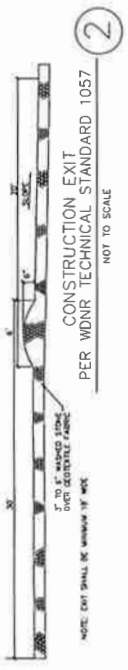
**LEGEND**

---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING WATER MAIN
---	PROPOSED WATER MAIN
---	BURIED GAS MAIN
---	OVER HEAD WIRE
---	BURIED ELECTRIC

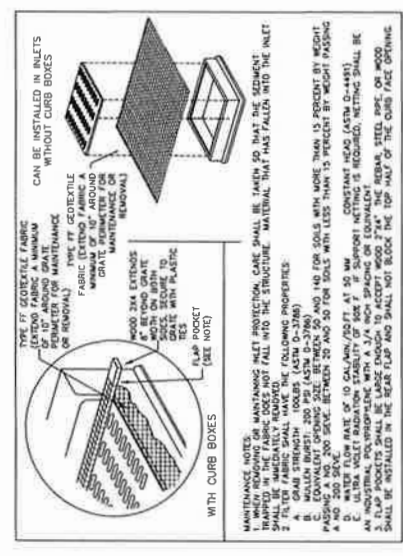




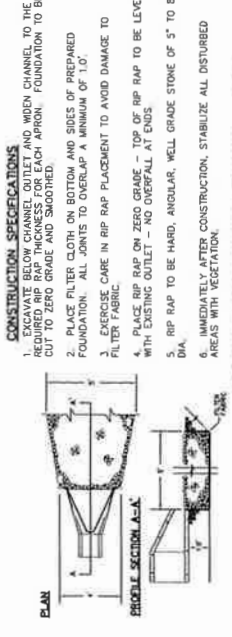
**1** SILT FENCE PER WDNR TECHNICAL STANDARD 1056 NOT TO SCALE



**2** CONSTRUCTION EXIT PER WDNR TECHNICAL STANDARD 1057 NOT TO SCALE



**3** INLET PROTECTION TYPE D & C PER WDNR TECHNICAL STANDARD 1060 NOT TO SCALE

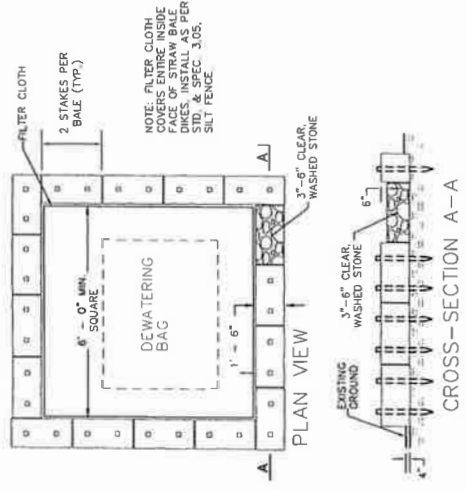


**4** OUTLET PROTECTION FOR ENDSECTION NOT TO SCALE

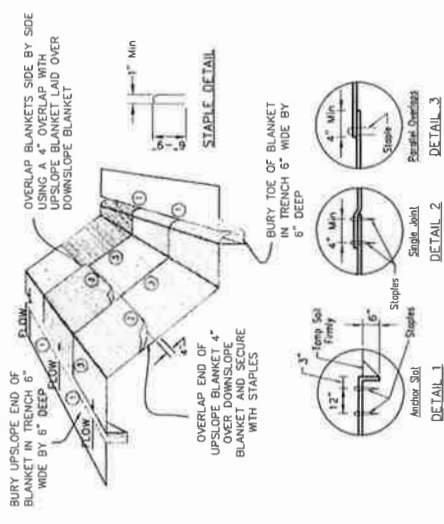
**SITE DEWATERING**

DEWATERING TO CONFORM WITH WDNR CONSERVATION PRACTICE STANDARD 1081. ALL PUMPED EFFLUENT FROM DEWATERING SHALL BE DISCHARGED TO A VEGETATED/STABILIZED GRASSY AREA. GEOTEXTILE FILTER BAGS CONTAINING TOXIC MATERIALS SHALL BE PLACED ON A SEDIMENT BASIN OR TRAP. SHOULD NO A SEDIMENT BASIN BE AVAILABLE, PLACE BAGS ON FILTER FABRIC AND SURROUNDED BY A SEDIMENT BARRIER. CONFORMING TO THE FILTER FABRIC SHALL BE BROUGHT UP THE SIDES AND OVER THE TOP OF THE HAY BALES AND TO FLOW OVER UNPROTECTED GROUND. IN NO CASE SHALL PUMPED WATER BE DEPOSITED OUTSIDE THE PROJECT LIMITS PRIOR TO SEDIMENT REMOVAL.

PER WDNR WORKS GENERAL PERMIT: CONSTRUCTION SITE STORM WATER RUNOFF (WDR) TRENCH DEWATERING MAY NOT EXCEED 70 GPM.



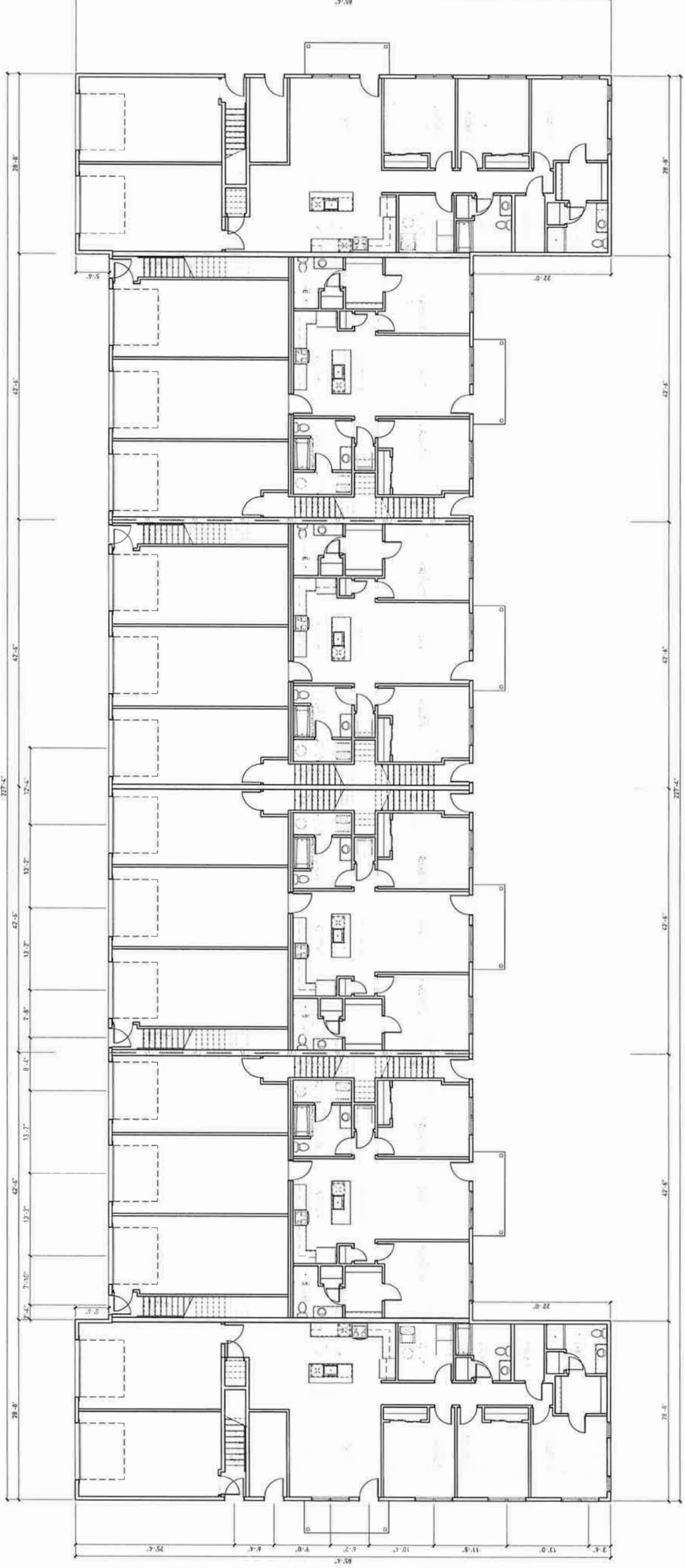
**7** HAY BALE SEDIMENT DEWATERING PIT NOT TO SCALE



**5** EROSION MATTING TYPICAL INSTALLATION PER WDNR TECHNICAL STANDARD 1053 FOR CLASS 1, TYPE B EROSION MAT NOT TO SCALE



PROJECT TEAM



PROJECT NAME  
 WHITEWATER MULTI-FAMILY  
 WHITEWATER, WISCONSIN

ARCHITECT PROJECT NUMBER  
 24006

DRAWING REVISIONS

DRAWING DATE  
 07.12.2024

SET TYPE

SHEET NAME  
 FLOOR PLAN -  
 FIRST FLOOR

SHEET NUMBER  
 A200

01 FLOOR PLAN -  
 FIRST FLOOR  
 FOUNDATION FOOTPRINT (two steps) = 14,752 s.f.  
 SCALE = 1/8" = 1'-0"

PROJECT TEAM

PROJECT NAME  
 WHITEWATER MULTI-FAMILY  
 WHITEWATER, WISCONSIN

ARCHITECT PROJECT NUMBER  
 24005

DRAWING REVISIONS

DRAWING DATE  
 07.12.2024  
 SET TYPE

SHEET NAME  
 SECOND FLOOR  
 SECOND FLOOR  
 SHEET NUMBER

**A201**



**01** FLOOR PLAN -  
 SECOND FLOOR  
 GROSS AREA (including stairs) = 13,437 s.f.

SCALE = 1/8" = 1'-0"





**KUJAWA ENTERPRISES, INC.**  
 824 EAST RAWSON AVE.  
 OAK CREEK, WI 53364  
 PH: (414) 766-1900

**WWW.KEIORANGE.COM**

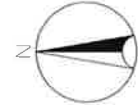
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NO.	DATE	DESCRIPTION
1	7/17/24	REV 1

**CLIENT NAME:**  
 Integr3

**PROJECT NAME:**  
 Whitewater Multi-Family Development

**PROJECT ADDRESS:**  
 Moraine View Parkway  
 Whitewater, WI



**DRAWN BY:**  
 Travis Bischoff

**CHECKED BY:**  
 Chris Kujawa

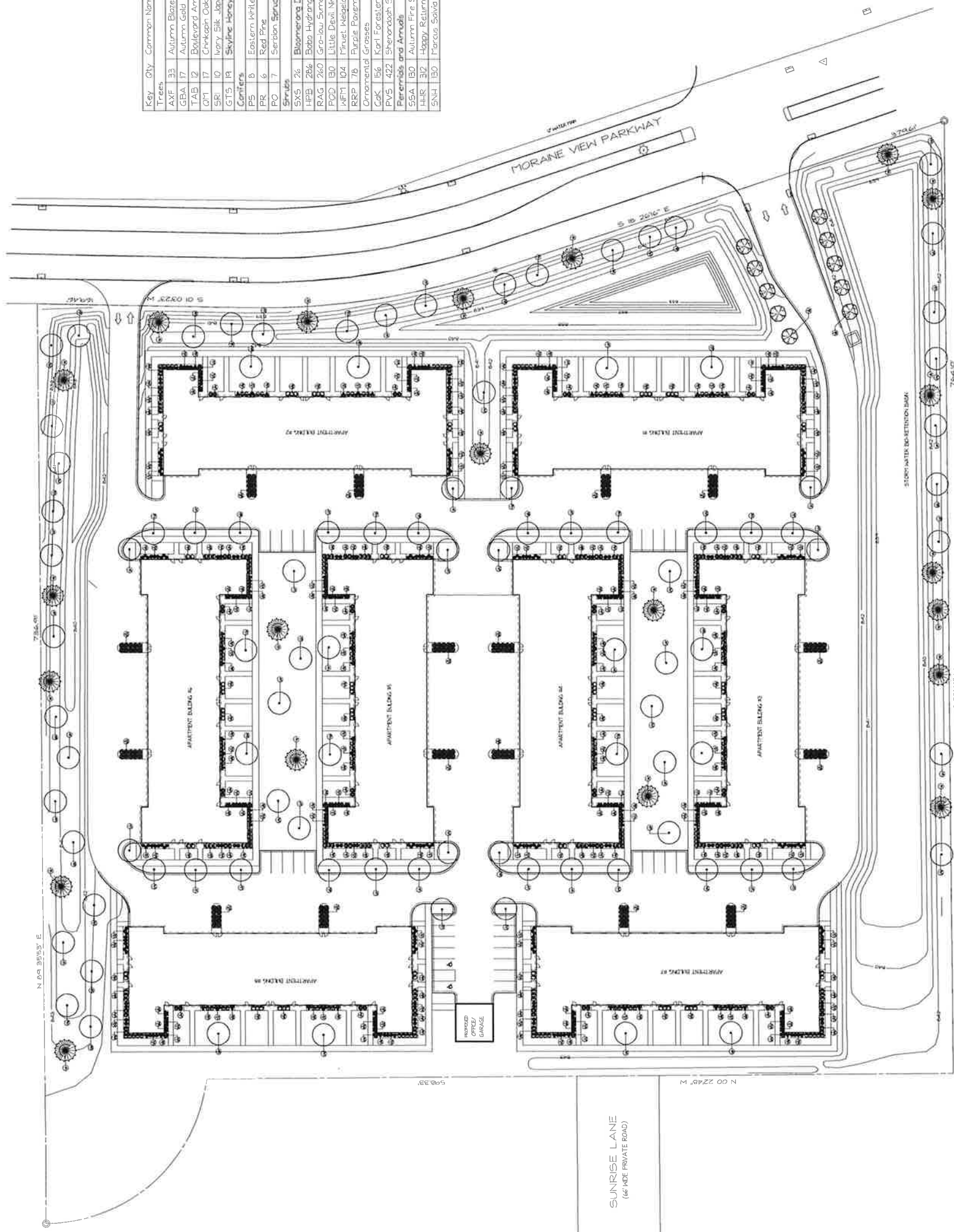
**DATE:**  
 7/17/2024

**SHEET:**  
 1 of 1

**SCALE:**  
 1" = 40'

**SHEET NUMBER:**  
 L-100

Key	Qty	Common Name
<b>Trees</b>		
AXF	33	Autumn Blaze Maple
GBA	17	Autumn Gold Ginkgo
TAB	12	Boulevard American Linden
OM1	17	Chickadee Oak
SR1	10	Ivory Silk Japanese Tree Lilac
GTS	14	Skyline Honeylocust
<b>Centers</b>		
PS	8	Eastern White Pine
PR	6	Red Pine
PO	7	Serotain Spruce
<b>Shrubs</b>		
SXS	26	Blossering Dark Purple Lilac
HEB	286	Bobo Hydrangea
RAG	260	Gr-low Sunox
POD	180	Little Devil Ninebark
WFM	104	Minuet Weigela
RBP	76	Purple Pagoda Rose
<b>Ornamental Grasses</b>		
CoK	156	Kort Forster Grass
PVS	422	Sherwood Switch Grass
<b>Perennials and Annuals</b>		
SSA	180	Autumn Fire Sedum
HR	312	Hobby Returns Daylily
SNH	180	Marcus Salvia



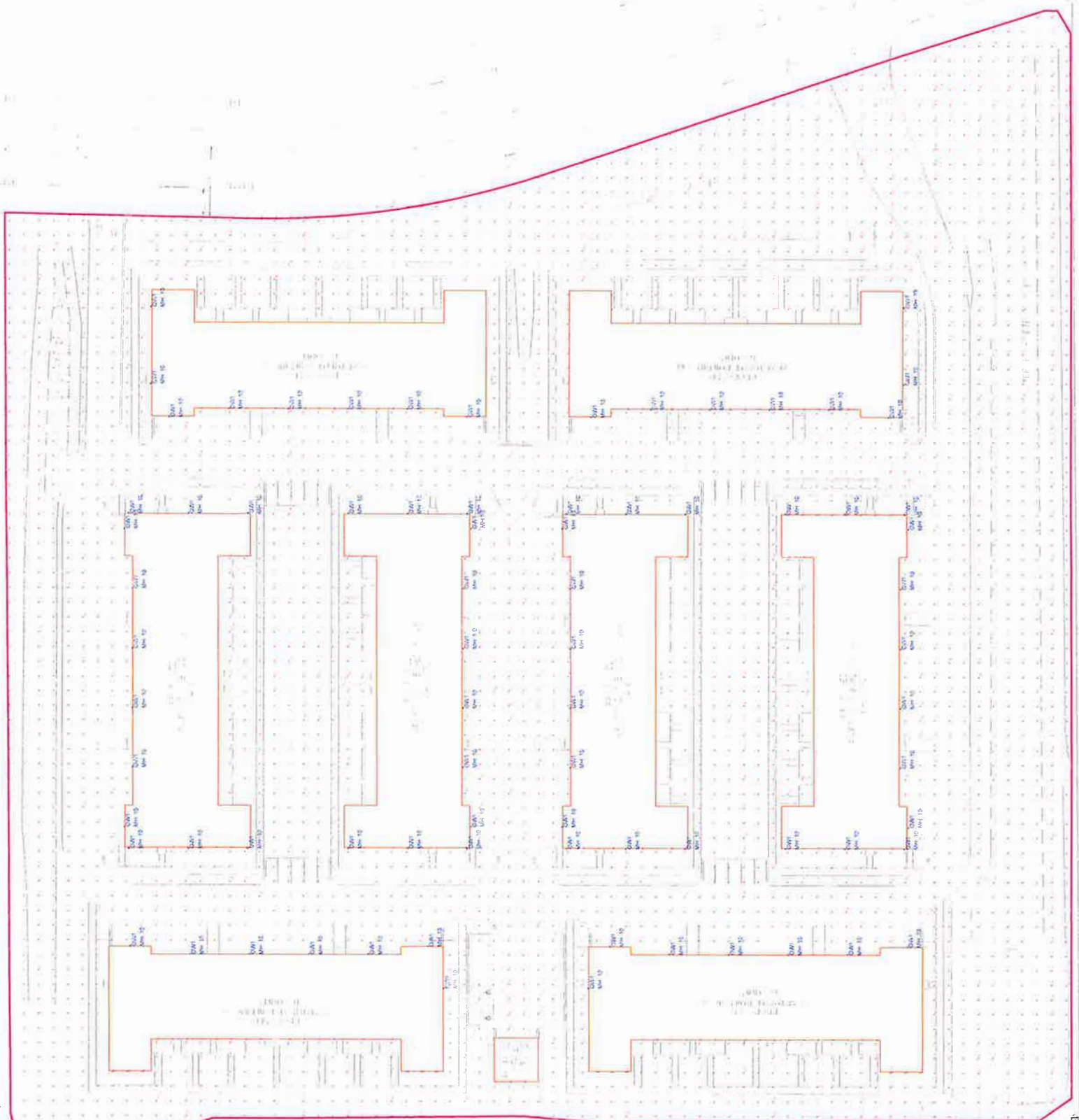




#	DATE	COMMENTS

DRAWN BY : AD	DATE : JULY 16, 2024	SCALE : 1" = 40'-0"
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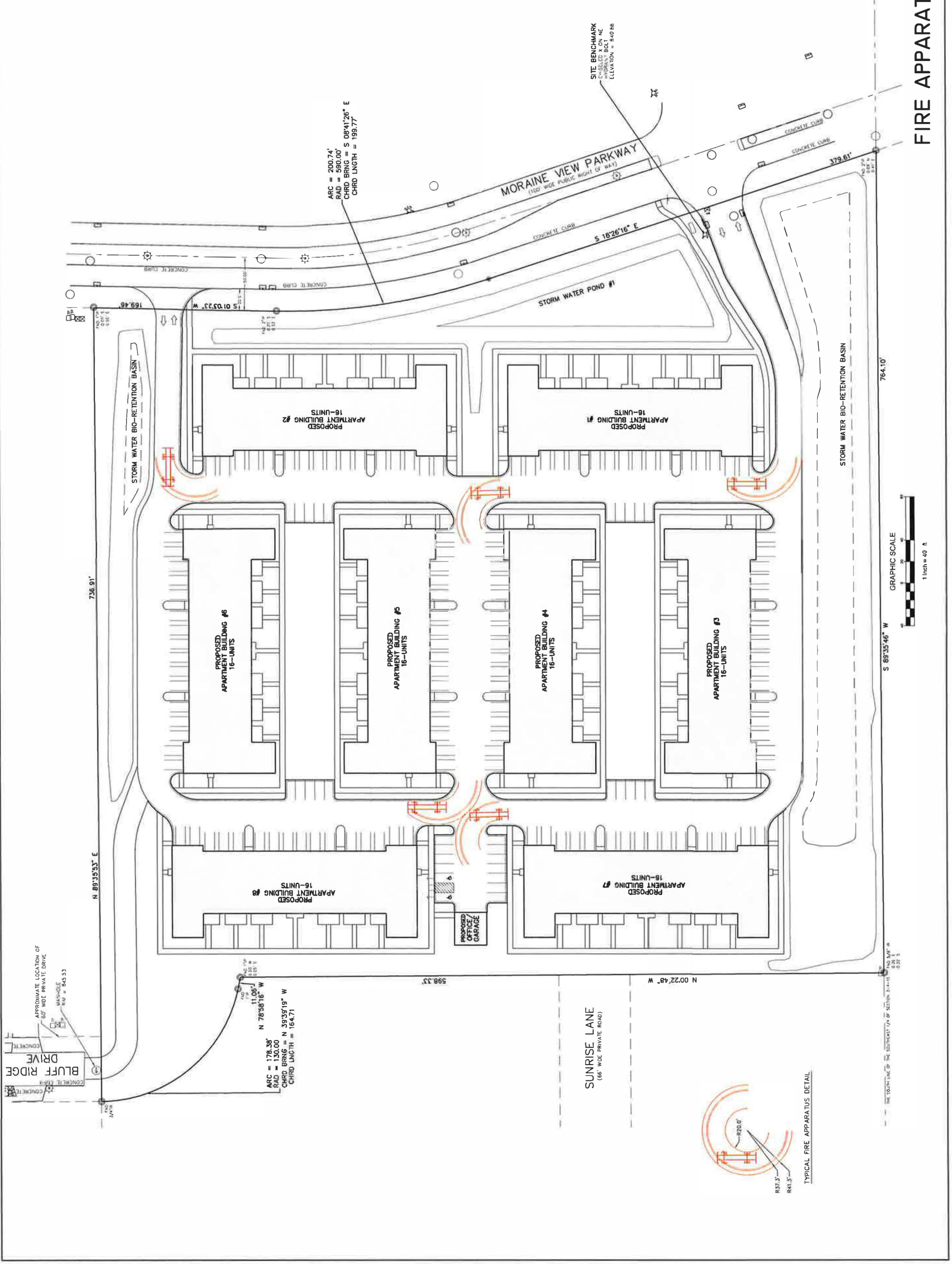
WHITEWATER MULTI-FAMILY	WHITEWATER, WI	LIGHTING LAYOUT
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- NOTES:**
- Customers are responsible for confirming mounting heights, fixture suspension types/ lengths, color temperature, CRI, linear fixture lengths, pole lengths, and bollard heights/ lengths prior to ordering.
  - Mounting height (MH) is measured from the bottom of the fixture to the floor.
  - This Lighting layout assumes the following unless values are specified and must be confirmed by the customer prior to ordering.
    - Color Temperature is 4000K
    - Room reflectance of 80, 50, 20 for standard ceilings and 50, 50, 20 for exposed ceilings
    - Wall sconces are mounted at 7 feet for calculations.

Qty	Label	Arrangement	ULP	MFR	Description	Lum. Wath	Total Wath	Lum. Lenses
1	OW1	SINGLE	0.950	LIT-OWA	MOOD LED P1 and MOOD1 FTM	22,025	205,275	1946

Label	Calc Type	Units	Avg	Min	Max	Height	Mount
PARKING - DRIVES	Recessed	PL	11.9	6.4	0.0	N.A.	N.A.



**FIRE APPARATUS EXHIBIT**