DEVELOPER INCENTIVE AGREEMENT
TANNERY AT THE EDGE OF THE RIVER

THIS AGREEMENT made this 25th day of June, 2019, by and between INSPIRED REAL ESTATE DEVELOPERS, LLC a Wisconsin limited liability company, hereinafter called "DEVELOPER", and the CITY OF RACINE, a municipal corporation of the State of Wisconsin, located in Racine County, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the CITY, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to develop SUBJECT LANDS as a Mixed-use Development consisting of three Phases generally as depicted on **EXHIBIT B** attached hereto. Phase I, located North of the 6th St. bridge, will consist of 52 residential units in the redeveloped and expanded (additional floor) former Gospel Lighthouse building, along with 77 residential units in new 7-level (two-level parking, 5-level residential) building at corner of 6th St. and Racine St., a total of 129 units. Phase II, to be located North of Phase I and North of the 6th Street Bridge, will consist of 180 residential units in new 7-level (two-level parking, 5-level residential) building a total of 180 total units. Phase III, to be located South of the 6th St. Bridge, will be a combination of new riverfront Townhomes along with residential units within redeveloped existing structures, with the number of units yet to be determined. This phased development is referred to herein as the "PROJECT"; and

WHEREAS, the CITY has agreed, in consideration of DEVELOPER commitments herein, to provide certain financial payments, contributions or grants (the "DEVELOPMENT INCENTIVE"), as authorized under Chapters 62 and 66 of the Wisconsin Statutes, to DEVELOPER to facilitate development of the PROJECT; and

WHEREAS, at this time the parties wish to enter this DEVELOPER INCENTIVE AGREEMENT (the "INCENTIVEAGREEMENT") setting forth the terms and conditions for the provision of the DEVELOPMENT INCENTIVE by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. **SITE PLAN.** The PROJECT consists of a Residential Development consisting of three Phases. Phase I, located North of the 6th St. bridge, will consist of 52 residential units in the redeveloped and expanded (additional floor) former Gospel Lighthouse building, along with 77 residential units in new 7-level (two-level parking, 5-level residential) building at corner of 6th St. and Racine St., a total of 129 units. Phase II, to be located North of Phase I and North of the 6th Street Bridge, will consist of 180 residential units in new 7-level (two-level parking, 5-level residential) building a total of 180 total units. Phase III, to be located South of the 6th St. Bridge, will be a combination of new riverfront Townhomes along with residential units within redeveloped existing structures, with the number of units yet to be determined. This phased development is referred to herein as the "PROJECT"; and The PROJECT is generally depicted on the Conceptual Site Plan attached hereto as **EXHIBIT B.**

2. **DEVELOPMENT AGREEMENT.** Prior to commencement of construction of the PROJECT, DEVELOPER shall enter one or more development agreements (the "DEVELOPMENT AGREEMENT(S)" with the CITY. Any DEVELOPMENT AGREEMENT with respect to land that is subject to this INCENTIVE AGREEMENT, shall, at a minimum, include terms and conditions for construction of public infrastructure including but not limited to right-of-way and traffic improvements, sanitary sewer and public water improvements, stormwater management improvements, fiber optic and conduit and other site improvements all to be accordance with plans to be approved and stamped "Construction Plans of Record" signed by the City Engineer, all to be on file with the Engineering Department.

3. **DEVELOPER INCENTIVE.**

INCENTIVES. As an incentive for DEVELOPER to undertake the PROJECT, the CITY shall pay to DEVELOPER a REDEVELOPMENT INCENTIVE. The REDEVELOPMENT INCENTIVE shall consist of:

A. CITY CONVEYANCE. CITY, through the RDA, shall convey the vacated portion of the Water Street right-of-way immediately north and adjacent to DEVELOPER's Phase I property, as depicted in EXHIBIT C, in exchange for

DEVELOPER's conveyance and transfer to CITY of a permanent easement and right-of-way, (at an appropriate and agreed upon continuous width, which may vary based on topography and project design) for public-access river-walk (to be later designed, constructed and maintained by CITY) running along the complete length of the Root River's edge of DEVELOPER's property, as generally depicted in EXHIBIT D.

B. PHASE I INFRASTRUCTURE INCENTIVE. DEVELOPER shall design, construct, and install the relocation of the 39" underground, sanitary sewer transmission main (currently running under the proposed location for DEVELOPER's Phase I new residential building) to an agreed upon alternate location running through DEVELOPER's property, in full compliance with CITY specifications and standards. CITY agrees to pay DEVELOPER, based upon certified invoices, all actual costs associated with the complete design, construction, installation, and restoration of said relocation to a maximum, not-to-exceed a total of $1,500,000.

C. REC FEE WAIVER. CITY will not charge DEVELOPER any Residential Equivalent Connection (REC) fees (water connection and capacity charges) ffor any of the Phases of the PROJECT development.[1] CITY shall pay Water Utility all REC fees owed by DEVELOPER for any of the Phases using Intergovernmental Revenue Sharing Funds.

D. UTILITY RELOCATION INCENTIVE. CITY will Pay to WE Energies, on behalf of DEVELOPER, an amount equal to fifty-percent (50%) of actual invoiced costs, or not-to-exceed $400,000, whichever is less, toward any and all costs charged by WE Energies and associated with the relocation and under-grounding of electric distribution facilities and related transformers and equipment -- which amount has been agreed to by the parties as representing that portion of the identified WE Energies work which will jointly serve the benefit of the City's planned Water Street Redevelopment. Said Payment

[1] The REC fees, based upon the PROJECT description, are estimated as follows: 196 REC's (97 for Phase I; 78 for Phase II; and, 21 for Phase III), less historic credits: (139 for Phase I; 157 for Phase II; and 1 for Phase III – all credits will not be transferred). It is currently estimated that excess credits not transferring fwill result in net 20 REC fees required for Phase III (20 x $500/REC = $10,000).

to be made by the CITY from Intergovernmental Revenue Funds directly to WE Energies when invoiced. In turn, DEVELOPER shall agree to share with and grant back to CITY Fifty percent (50%) of any and all Credits or refunds (but not to exceed $400,000) it receives from WE Energies during the complete 5-year designated credit period following project construction.

E. BUILDING FEE CREDIT. Inasmuch as the PROJECT does not require public incentives in the form of Tax Increment Finance, CITY shall provide Developer a credit allowance against any and all building fees associated with project review, permitting, construction, and inspection, in an amount calculated as follows: $2,000 for each $1,000,000 of private PROJECT investment to a maximum $60,000.

4. DEVELOPER OBLIGATIONS

A. FINANCING. DEVELOPER has provided its financing commitment and proof of PROJECT equity in the minimum amount of fifteen percent (15%) related to the completion of Phase I in its entirety, which have been accepted by the CITY. DEVELOPER shall provide financing commitments and proof of PROJECT equity in the minimum amounts of fifteen (15%) percent prior to approval of each additional Phase.

B. MINIMUM INVESTMENT. DEVELOPER guarantees that it shall invest a minimum of $20,000,000 (in debt and equity) related to Phase I of the PROJECT. Proof of construction costs shall be submitted in form and substance reasonably acceptable to the City Engineer.

C. NORTH SIDE EASEMENT. DEVELOPER shall transfer and convey to CITY, without charge, a permanent easement for the North Side of the 6th St. Bridge as constructed, in form as set forth in EXHIBIT E.

D. SEWER UTILITY EASEMENT. DEVELOPER shall transfer and convey to CITY and to the Wastewater Utility of Racine, without charge, a permanent easement for

the relocated 39" sanitary sewer transmission main which shall traverse DEVELOPER's Phase I property in the location generally depicted on EXHIBIT F.

E. WE ENERGY CREDITS. DEVELOPER shall share with and pay to the CITY fifty percent (50%) of any and all WE Energies Credits or refunds it receives during the complete 5-year designated credit period following project construction.

F. CITY STANDARDS. DEVELOPER shall pay all costs associated with the design, construction, inspection, and completion, in full compliance with CITY standards and requirements, of all "Developer Infrastructure", which shall consist of: site preparation, environmental remediation and contaminated soils removal, water distribution, sanitary sewer collection, storm sewer collection and/or conveyance, fiber optic cables and/or conduit and necessary detention/retention, signage, lighting, landscaping, electrical, and gas infrastructure necessary and required to support the private development, together with any and all support costs associated therewith.

G. CITY ORDINANCES AND POLICIES. DEVELOPER shall fully comply with all CITY rules, regulations, policies and Ordinances provisions, including the "Racine Works" Ordinance which requires construction work hours to include 20% qualified and eligible low-income City residents, and shall comply with all City Zoning Ordinances, Building Codes, and Design Standards.

H. ENERGY EFFICIENCY AND SUSTAINABILITY GOALS. DEVELOPER shall seek and achieve Leadership in Energy and Environmental Design (LEED) Standards designation for the PROJECT. DEVELOPER's goal will be to achieve "LEED Silver Certification." To attain this designation, DEVELOPER shall incorporate into the PROJECT the enumerated LEED scoring elements detailed in "**EXHIBIT G**" attached. DEVELOPER, at a minimum, shall achieve LEED Certification. CITY agrees to work with DEVELOPER to assist in seeking available and grant funds which may be available to aid in DEVELOPER's efforts.

I. SMART CITY ELEMENTS. DEVELOPER shall work in cooperation with the CITY to incorporate strategically and fiscally responsible Smart City elements into the PROJECT and market the building as meeting Smart City criteria, taking advantage of Racine's position as Foxconn's "Smart City" Partner. Under no circumstances will DEVELOPER be obligated to expend more that $50,000 to fulfill this obligation. At least three (3%) of the available parking stalls in Phase I shall be equipped with electric vehicle charging stations. Further, DEVELOPER agrees to cooperate with the CITY with respect to use of the PROJECT grounds to accommodate future or technologically advanced Smart City elements, and shall not unreasonably refuse a CITY request for such improvements.

6. **SCHEDULE.** Within thirty (30) days of the relocation of the 39" underground, sanitary sewer transmission main, DEVELOPER shall commence construction of Phase I of the PROJECT, and shall continue uninterrupted to completion subject to force majeure events, as they are defined in the construction documents for this PROJECT.

7. **OWNERSHIP ASSIGNMENT.** DEVELOPER may assign this INCENTIVE AGREEMENT, or any part thereof, with the approval of the CITY, which approval shall not be unreasonably withheld or delayed, to any entity or person acquiring any portion or portions of the PROJECT (including DEVELOPER'S lender), provided that in the event of any such transfer, the applicable terms and conditions of this INCENTIVE AGREEMENT shall run with the title of said PROPERTY.

8. **BINDING EFFECT.** The provisions of this INCENTIVE AGREEMENT apply to the PROJECT. The covenants, agreements, restrictions and provisions contained in this INCENTIVE AGREEMENT constitute covenants running with the land and shall be binding on all parties, their heirs and assigns (including inter alia any condominium unit owners, condominium owners' associations, purchasers at Sheriff's sale, receivers, trustees and mortgagees) and successors having an interest in the land affected hereby.

9. **INDEMNITY.** In addition to, and not to the exclusion or prejudice of, any provisions of this INCENTIVE AGREEMENT, or any documents incorporated herein by reference, DEVELOPER shall indemnify and save harmless the CITY, its officers, agents and employees

and shall defend same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, reasonable attorney's fees, and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which result primarily from the acts or omissions of DEVELOPER or any of its contractors in constructing the PROJECT and which are not the result of the acts or omissions of the CITY or the reasonable reliance by the DEVELOPER or any of its contractors on the actions or statements of the CITY or its agents. This indemnity shall also include the violation of any law or ordinance by DEVELOPER or any of its contractors, and the intentional infringement of any patent, trademark, trade name or copyright by DEVELOPER or any of its contractors. This indemnity does not apply to any claims arising out of the CITY's negligence or willful acts of bad faith. In every case in which the DEVELOPER is liable pursuant to this Paragraph and a judgment is recovered against the CITY, if written notice and opportunity to defend has been given to the DEVELOPER of the pendency of the suit within twenty-one (21) days after its commencement, the judgment shall be conclusive upon DEVELOPER not only as to the amount of damages, but also as to DEVELOPER's liability to the CITY.

11. NOTICES. All notices, requests, demands and other communication (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records, (ii) personal delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses or at such other addresses the parties may designate by notice given in the above described manner.

CITY:

City of Racine
730 Washington Avenue
Racine, Wisconsin 53403
ATTN: City Attorney

City of Racine
730 Washington Avenue
Racine, Wisconsin 53403
ATTN: Director of City Development

DEVELOPER:

Donna Myers, President
5401 W. Morgan Ave
Milwaukee, WI 53220

Notices may also be given by facsimile transmission provided the Notices are concurrently given by one of the above methods. Notices shall be effective upon receipt or upon attempted delivery if delivery is refused or impossible because the recipient has failed to provide a reasonable means for accomplishing delivery.

12. **TAX-EXEMPT COVENANT.** For a period of 20 years, DEVELOPER agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the PROJECT or the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). This INCENTIVE AGREEMENT shall be recorded by the CITY, and DEVELOPER agrees that the Tax-Exempt Covenant will run with the Land and will bind all present and future owners of the PROPERTY. In the event any court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then DEVELOPER, or its successors and assigns, shall make payments in lieu of taxes to the CITY in an amount equal to the amount of property taxes that would have been collected were the Property taxable, and by the same date that the last installment tax payment on the Property would have been due were the entire Property taxable.

13. **RECORDING.** This INCENTIVE AGREEMENT shall be recorded in the office of the Register of Deeds of Racine County, Wisconsin, prior to the recording of any other mortgage or security on the PROPERTY, it being understood by the parties that until termination of this INCENTIVE AGREEMENT, this INCENTIVE AGREEMENT will run with the land and will be binding upon the PROPERTY and the PROJECT and any owner and/or lessee and/or mortgagee of all or any portions of the PROPERTY and the PROJECT and their successors and assigns. Upon the termination of this INCENTIVE AGREEMENT, the CITY shall execute and deliver a release to DEVELOPER so as to remove this INCENTIVE AGREEMENT as a cloud on the PROPERTY's title. However, those provisions by their express terms that indicate a continuing

obligation or restriction on the PROPERTY shall not be removed from the title and such provisions shall continue to run with the land and be binding on the PROPERTY for the time period indicated.

14. SEVERABILITY. In the event any of the terms and provisions of this INCENTIVE AGREEMENT are unenforceable, then to the greatest extent possible the remainder of this INCENTIVE AGREEMENT or the application of such term or provision to persons or circumstances other than to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this INCENTIVE AGREEMENT shall be valid and shall be enforced to the extent permitted by law.

15. AUTHORITY. Each of the individuals and officers who have executed this INCENTIVE AGREEMENT represent and warrant that he or she is duly authorized to execute this INCENTIVE AGREEMENT on behalf of the CITY or DEVELOPER, as the case may be, and that all action necessary for said party to so execute and perform the terms of this INCENTIVE AGREEMENT have been duly taken by said party and that no other signature and/or authorization is necessary for such party to enter into and perform the terms of this INCENTIVE AGREEMENT.

16. NO PRESUMPTION. This INCENTIVE AGREEMENT shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any party.

17. ADDITIONAL AGREEMENT. It is recognized by both parties that an additional Development Agreement may be necessary prior to construction of the private improvements, to address issues that may arise based upon design.

This INCENTIVE AGREEMENT is binding upon the heirs, personal representatives, successors and assigns of both parties.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, DEVELOPER and CITY have caused this INCENTIVE AGREEMENT to be signed in two original counterparts the day and year first above written.

DEVELOPER:

INSPIRED REAL ESTATE DEVELOPERS, LLC

BY: _____ member
Dona Myers

BY: _____ member
Charles Hanka

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by Dona Myers and Charles Hanka, members, Inspired Real Estate Developers, LLC

_____
Notary Public, State of Wisconsin
My Commission expires: 07/10/2020

ASHLY S KIHLMIRE NOTARY PUBLIC STATE OF WISCONSIN

CITY OF RACINE:

By: _____
Cory Mason, Mayor

By: _____
Tara Coolidge, City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of, 2018, the above-named Cory Mason, Mayor, and Tara Coolidge, Assistant City Clerk, of the City of Racine, and to me known to be such Mayor and Assistant City Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority, and pursuant to the authorization by the Common Council from their meeting on the ___ day of _____, 2018.

_____
Notary Public, State of Wisconsin
My commission expires: _____

APPROVED AS TO FORM:

_____
Scott R. Letteney, City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

_____
David Brown, Finance Director

This document was drafted by Attorney H. Stanley Riffle on behalf of the City of Racine.

EXHIBIT A

Property Description

[see attached]

PARCEL 1

THAT PART OF HARBOR ADDITION, A RECORDED PLAT IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 EAST, BOUNDED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTH LINE OF SAID SECTION 9, AND THE NORTH LINE OF SIXTH STREET LOCATED NORTH 88°00'23" EAST 711.27 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 9: THENCE NORTH 88°00'23" EAST 8.70 FEET ALONG THE NORTH LINE OF SIXTH STREET TO THE WEST LINE OF RACINE STREET; THENCE NORTH 02°02'12" WEST 373.43 FEET ALONG THE WEST LINE OF RACINE STREET;RUN THENCE SOUTH 88°25'30" WEST PARALLEL WITH AN EXISTING CHAIN LINK FENCE 310.00 FEET TO THE EASTERLY SHORE OF THE ROOT RIVER TO A POINT ON THE NORTH LINE OF SIXTH STREET; THENCE NORTH 89°39'08" EAST 377 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SIXTH STREET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9; THENCE NORTH 88°00'23" WEST 8.70 FEET TO THE POINT OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

FOR INFORMATIONAL PURPOSES ONLY

ADDRESS: 1230 SIXTH STREET, RACINE, WI 53403
TAX KEY: 276-00-00-03-578-001

PARCEL 2

THAT PART OF BLOCK 51, SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 EAST, AS RETURNED BY THE APPRAISERS OF SCHOOL AND UNIVERSITY LANDS TO THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF WISCONSIN, AND THAT PART OF BURBECK'S ADDITION, BEING A SUBDIVISION OF BLOCK 51, SECTION 16, AS RETURNED BY THE APPRAISERS OF SCHOOL AND UNIVERSITY LANDS TO THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF WISCONSIN, BOUNDED AS FOLLOWS: BEGIN ON THE WEST LINE OF RACINE STREET; THENCE SOUTH 57.31 FEET; THENCE SOUTH 88°25'30" WEST 51.61 FEET, THENCE NORTH 89°26'30" WEST 43.94 FEET; THENCE SOUTH 0°21'30" WEST 90.73 FEET; THENCE SOUTH 89°38'30" WEST 87.94 FEET, THENCE SOUTH 3°26'30" WEST 107.98 FEET; THENCE SOUTH 36°44'30" WEST 55 FEET, MORE OR LESS, TO THE BANK OF ROOT RIVER; THENCE NORTHERLY ON THE EAST BANK OF ROOT RIVER TO THE SOUTH LINE OF WEST SIXTH STREET, THENCE EAST ALONG THE SOUTH LINE OF WEST SIXTH STREET 183 FEET TO PLACE OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

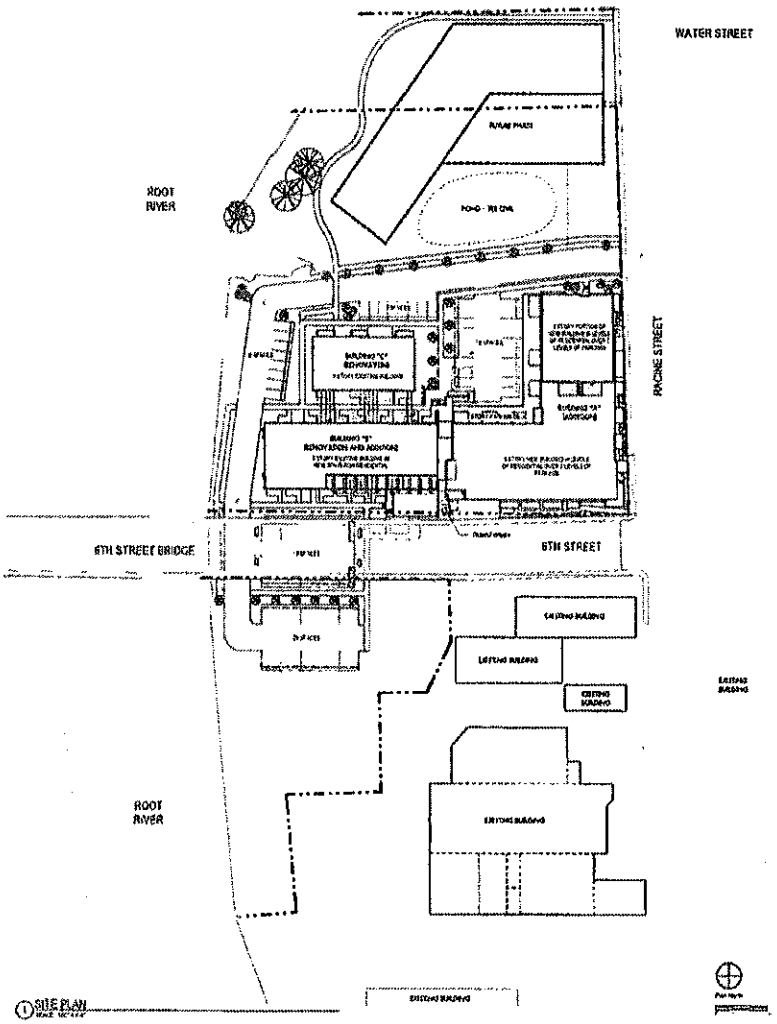
FOR INFORMATIONAL PURPOSES ONLY

ADDRESS: 1229 SIXTH ST., RACINE, WI 53403
TAX KEY: 276-00-00-03-578-002

EXHIBIT B

Project Plan

[see attached]



Engberg Anderson ARCHITECTS

TANNERY AT EDGE OF THE RIVER

REVIEW SET - NOT FOR CONSTRUCTION

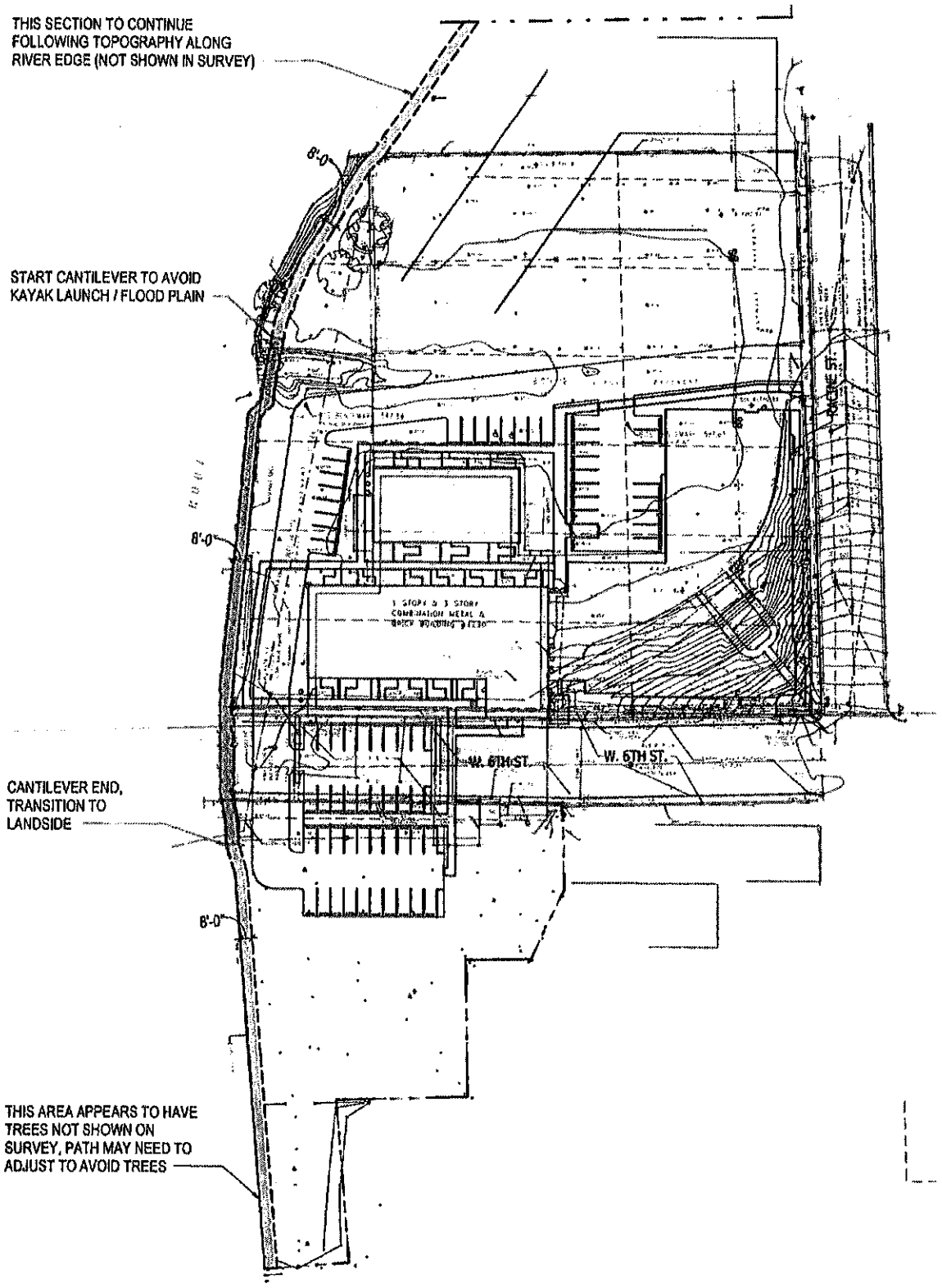
ARCHITECTURAL SITE PLAN

A004

EXHIBIT C

Public Access Riverwalk Design

[see attached]



Plan North

0' 30' 60' 120'

Engberg Anderson ARCHITECTS

MILWAUKEE | MADISON | TUSCON | CHICAGO

TANNERY AT EDGE OF THE RIVER

RIVERWALK EASEMENT DIAGRAM
SCALE: 1" = 60'-0"

Engberg Anderson Project No. 182864.00

EXHIBIT D

Vacated Portion of Water Street Right of Way

[see attached]

EXHIBIT A

CLIENT

K. Singh & Associates

SITE ADDRESS

Racine Street, City of Racine, Racine County, Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to the West line of Racine Street which is assumed to bear N02°02'12" W.

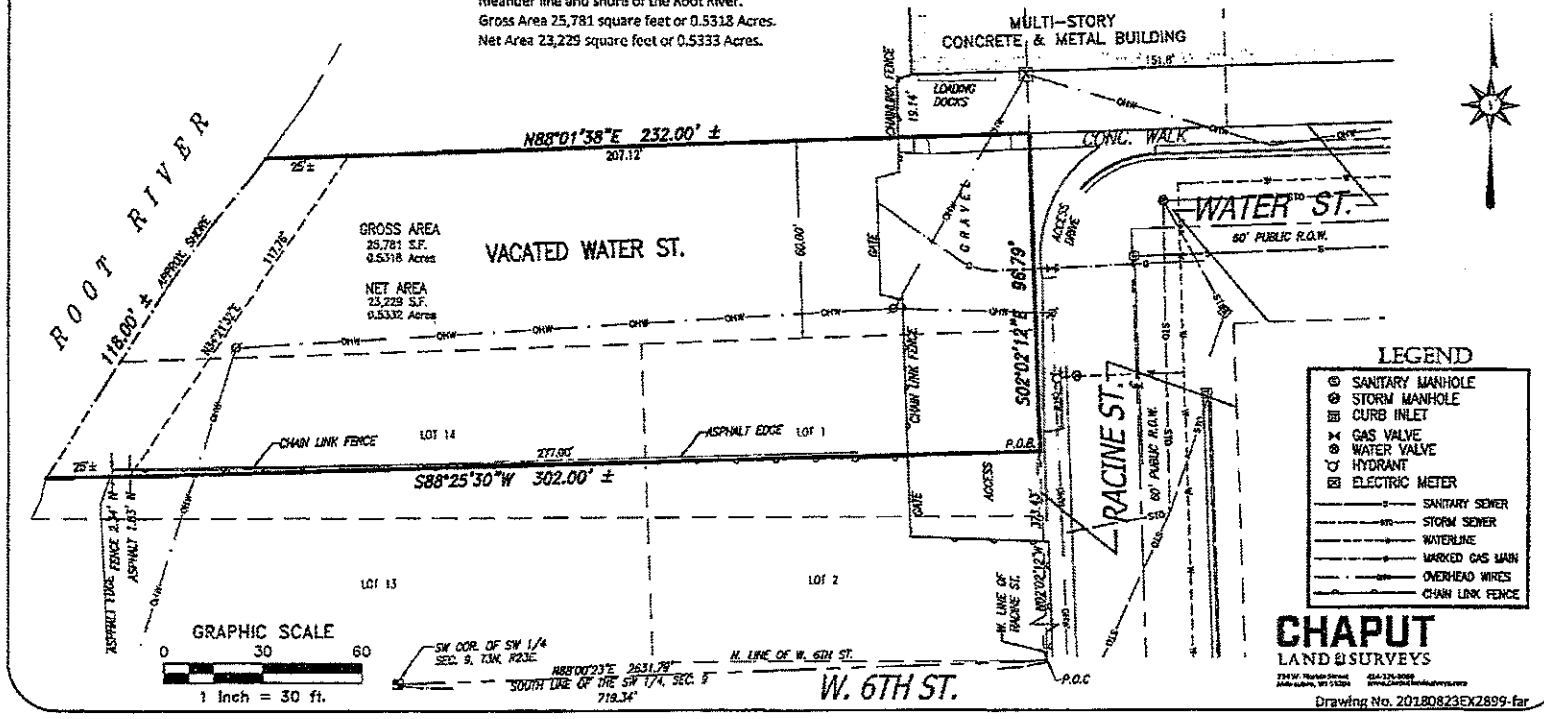
LAND AREA

The Land Area of the subject property is 25,781 square feet or 0.5918 acres.

LEGAL DESCRIPTION

That part of Harbor Addition and Vacated Water Street, in the Southwest 1/4 of Section 9, Town 3 North, Range 23 East, in the City of Racine, Racine County, Wisconsin, bounded and described as follows;
Commencing at the Southwest corner of said Southwest 1/4 Section; thence North 88°00'23" East along the South line of said 1/4 Section 719.34 feet to the point of intersection of the North line of West 6th Street and the West line of Racine Street; thence North 02°02'12" West along said West line 373.43 feet to the point of beginning of lands described hereinafter; thence South 88°25'30" West 277.00 feet to a point on the meander corner which is 25.00 feet more or less from the Shore of Root River; thence North 34°21'32" East along said meander line 117.76 feet to a meander corner on the North line of Vacated Water Street, said point being 25.00 feet more or less from the Shore of Root River; thence North 88°01'38" East along said North line 207.12 feet to a point on the West line of Racine Street; thence South 02°02'12" East along said West line 96.79 feet to the point of beginning, including all lands between said meander line and shore of the Root River.

Gross Area 25,781 square feet or 0.5318 Acres.
Net Area 23,229 square feet or 0.5333 Acres.



LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- GAS VALVE
- WATER VALVE
- HYDRANT
- ELECTRIC METER
- SANITARY SEWER
- STORM SEWER
- WATERLINE
- MARKED GAS MAIN
- OVERHEAD WIRES
- CHAIN LINK FENCE

CHAPUT
LAND SURVEYS

Drawing No. 20180823EX2899-far

TEMPORARY CONSTRUCTION AND
PERMANENT RIVERWALK EASEMENT AGREEMENT

This Temporary Construction and Permanent Riverwalk Easement Agreement (the "Agreement") is entered into by and between Inspired Real Estate Developers LLC, ("Grantor")' and the City of Racine, ("Grantor").

RECITALS

A. Grantor owns of record certain property located in Racine County Wisconsin, and legally described on the attached and incorporated Exhibit A ("Grantor's Property").

B. Grantor intends to improve Grantor's Property with the construction of a multi-family residential building.

C. Grantee currently is involved with the Redevelopment of Water Street which includes the construction of a Riverwalk and wishes to extend said Riverwalk along the border of Grantor's property.

D. Grantor agrees to provide such easement to Grantee for the specific purpose of constructing said Riverwalk at a future date.

E. During said period of construction, Grantor agrees to a temporary construction easement for those parties requiring access to Grantor's Property.

NOW, THEREFORE, for the consideration of a Development Agreement between Inspired Real Estate Developers LLC, Developer, and the City of Racine, City, the parties covenant and agree as follows:

1. Grant of Easements

1.1 Riverwalk Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Riverwalk Easement") over, under, in along, across and upon the property described on the attached incorporated Exhibit B (the "Riverwalk Easement Area" solely for the lawful construction, installment, maintenance, operation, repair, replacement and use of a Riverwalk running along the west boundary of Grantor's property not to exceed a width of 10" and meandering through the mature trees on the northwest side of said property (the "improvements"), and for access to the Riverwalk Easement Area as depicted generally on the attached and incorporated Exhibit B.

1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit B (the "Temporary Easement Area") for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the initial construction of the improvements. Prior to commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construction the improvements. The Temporary Construction Easement is depicted generally on the attached and incorporated Exhibit B.

2. Terms of Easements.

2.1 Riverwalk Easement. The Riverwalk Easement shall commence on the effective date this of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.7 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the date construction of the Improvements are completed. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any building which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area. Grantor does however reserve the right to construct roads for ingress and egress to the property and to landscape or beautify such easement area.

4. Construction of Riverwalk Improvement.

4.1 Cost/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor Property all costs and expenses of construction and maintenance of the Improvements.

4.1 Compliance With Laws. Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statues, ordinances, rules and regulations of all governing public authorities as those statures, ordinances, rules and regulations are amended from time to time.

4.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities. Grantor acknowledges that it will not build any permanent structure within the easement prior to the Grantees starting construction. Any restoration of the existing condition of the property will be primarily landscaping.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is a duly authorized representative of the signing party and that or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certi8fied mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party

wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.6 Plan. All parties to this Agreement have reviewed and acknowledged the general location of the Rierwalk as shown on the drawings as attached as Exhibit B showing the location and approximate width of the improvements installed in the Riverwalk Easement Area.

5.7 Abandonment. In the event Grantee or its successor and assigns abandon or terminate their use of all of the improvements for a period of thirty-six consecutive months, this Agreement and all easements rights granted there under shall terminate.

5.7 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

IN WITNESS of this, the undersigned have executed this Agreement as of this 25th day of June, 2019.

Dates this 25th day of June, 2019.

Inspired Real Estate Developers LLC
Grantor

BY: _____, Partner

BY: _____, Partner

City of Racine
Grantee

BY: _____, _____

BY: _____, _____

ACKNOWLEDGMENT

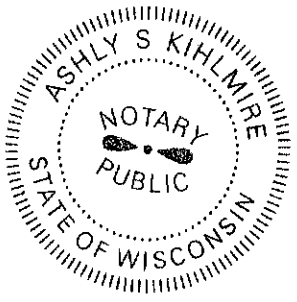
STATE OF WISCONSIN

COUNTY OF RACINE

ON THIS 26th day of June, 2019, before me, personally appeared Dona Myers and Charles Hanka,

on behalf of Inspired Real Estate Developers LLC, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Notary Public in and for the State of Wisconsin
My appointment expires 07/10/2020

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF RACINE

ON THIS _____ day of _____, _____, before me, personally appeared _____,

on behalf of The City of Racine, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Notary Public in and for the State of Wisconsin
My appointment expires _____

EXHIBIT E

Permanent Easement for the North Side of the 6th St. Bridge

[see attached]

ENCROACHMENT EASEMENT FOR SIXTH STREET BRIDGE, RACINE, WI

THIS ENCROACHMENT EASEMENT is entered into effective as of the____day of _, 20_ _____("Effective Date"), between the **City of Racine**, a municipal corporation pursuant to the laws of the State of Wisconsin ("Grantee") and Inspired Real Estate Developers LLC ("Grantor").

RECITALS

A. Grantor is the owner of real property located at 1230 6th Street Racine, WI;

B. Grantor is the owner of real property legally described as:

C. See "Legal Description" attached hereto and make a part hereof for all purposes.

D. Grantee is the City of Racine, Racine County, Wisconsin and encroachment has existed for more than 30 years and is a small portion in the southeast corner of the beginning of the Sixth Street Bridge.

E. Grantee desires to continue permanently occupying the encroachment.

In consideration of the agreements hereinafter recited, it is agreed as follows:

1. **Grant and Purpose of Encroachment Easement.** Grantor, grants and conveys to the Grantee a permanent encroachment easement for the Sixth Street Bridge as shown on survey attached as Exhibit A (hereinafter "Easement Area"). This easement allows Grantee, its invitees, successors and assigns, the right to continue accessing and using the Easement Area.

2. **Term of the Encroachment Easement.** This encroachment easement is permanent and runs with the land unless and until the encroachments are removed and/or abandoned by the Grantee.

3. **Conditions of the Encroachment Easement.** The Grantee shall only use the Easement Area for the current encroachment of the structure referred to as the Sixth Street Bridge.

4. **City Saved Harmless From Claims.** Grantee or her assigns agree to indemnify and protect Grantor and defend and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, a person or persons, corporations or property by reason of being within the Easement Area, and in case any suit or action is brought against Grantor and arising out of, or by reason of any causes related to the encroachment easement, the Grantee or its assigns, will, upon notice to them of the commencement of such action, defend the same at their sole cost and expense and satisfy any judgment which may be rendered against Grantor in any such suit or action.

5. **Maintenance at Expense of Grantees.** Grantee shall maintain, at its sole expense, such improvements that are within the Easement Area.

6. **City Not Liable for Damage to Encroachment Area Installations.** In accepting this easement, Grantee agrees that any damage or injury done to any improvements within the Easement Area by any person or thing shall be at the sole expense of the Grantee to repair or replace and the Grantor shall not be liable for any such damage or injury.

7. **Binding Effect.** This encroachment easement shall be recorded at the Racine County Register of Deeds Office and shall be binding on all heirs, executors, personal representatives, assigns and successors.

8. **Entire Agreement – Amendments.** The entire agreement of the parties is set forth in this encroachment easement and the parties are not bound by any agreements, understandings, conditions, or inducements otherwise than are expressly set forth and stipulated hereunder. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same is in writing and signed by the parties.

GRANTOR

Inspired Real Estate Developers LLC

BY: _____

By: _____

GRANTEE

City of Racine

BY: _____

State of Wisconsin

County Racine

The foregoing instrument was acknowledged before me this 26th day of June 20 19 by _____ on behalf of Inspired Real Estate Developers LLC and ~~on behalf of the City of Racine.~~ @

_____

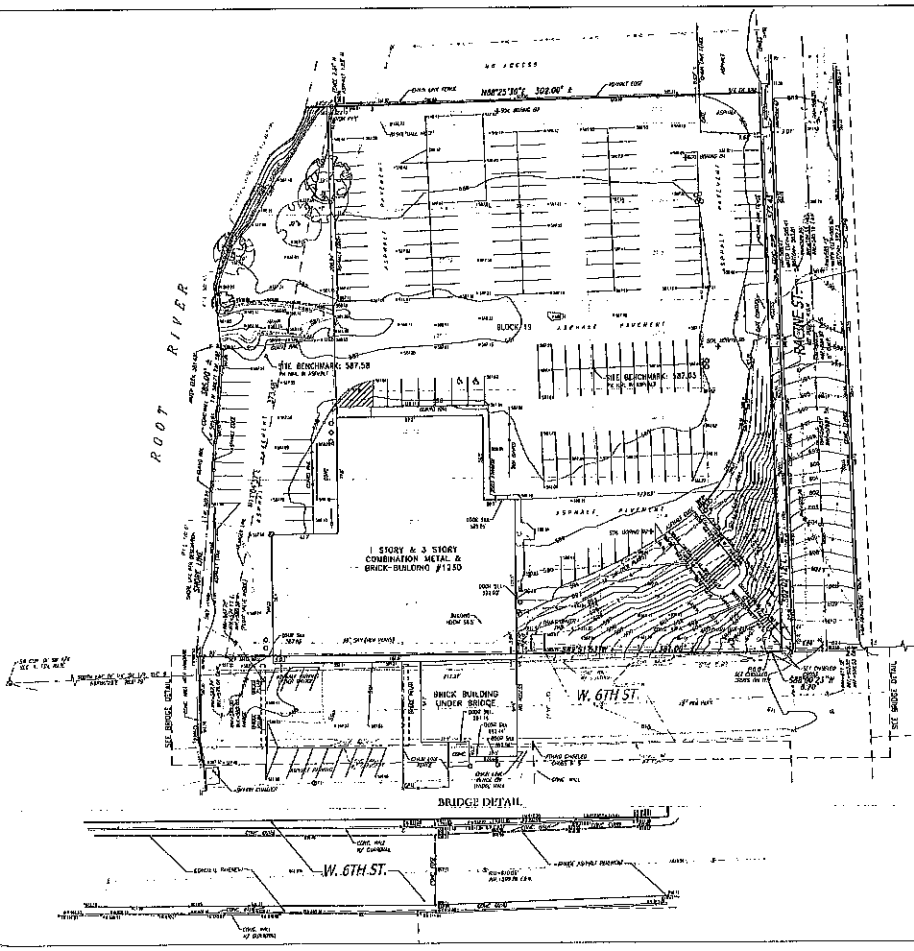
Notary Public for the State of Wisconsin

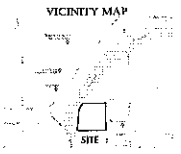
ASHLY S KIHLMIRE NOTARY PUBLIC STATE OF WISCONSIN

Notary's Printed Name: Ashly S. Kihlmire

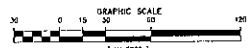
My commission expires: 07/10/2020

PLAT OF SURVEY









CLIENT
S. Singh & Associates

SITE ADDRESS
1230 West 6th Street, City of Racine, Racine County, Wisconsin

LEGAL DESCRIPTION
That part of Reiboe's Addition, a recorded plat in the Southwest 1/4 of Section 8, Town 3 North, Range 23 East, in the City of Racine, Racine County, Wisconsin, described as follows:
Beginning at a point on the South line of said Section and the North line of West 6th Street located North 89°30'25" East 211.27 feet from the Southwest corner of said Section; thence South 89°30'30" West along said North line 183.65 feet more or less to the Shore of Root River to a point; thence N5°49 feet more or less along the shore line of Root River to a point; thence North 88°25'30" East 302.00 feet, more or less to the West line of Bailey Street; thence South 40°32'33" East along said West line 373.63 feet to a point on the North line of West 6th Street; thence South 88°08'25" West along said North line 8.30 feet to the point of beginning.

BASIS OF BEARINGS
Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the South line of the SW 1/4 bears N88°08'18"E.

NOTES
- Utility lines are shown from visible surface evidence, municipal plans and from plans and markings provided by Diggers Hotline, the One-call Utility Marking System (Wisconsin Statute 182.0175), Ticket Number 20183021345, 20183030478 & 20183030482.
- Vertical datum is based on National Geodetic Vertical Datum of 1929.
- Recorded Easements may not be shown. No Title Commitment provided.

LAND AREA
The Land Area of the subject property is 139,917 square feet or 3.4738 acres.

FLOOD NOTE
According to the Flood Insurance rate mapof the County of Racine, Community Panel No. 55101C0210D, effective date of May 2, 2012, the site falls in Zone AE, (Base Flood Elevation determined).

I Certify that I have surveyed the above described property (Property), and the above map is correct to the best of my professional knowledge and belief and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any. This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Date: May 24, 2018

Donald C. Chaput
Professional Land Surveyor
Registration Number S-1366

Date	Revision description	
May 24, 18	Legal Drawing - Main Elevations	Jac
June 1, 18	Mechanical on Sht. 01	Jac
June 6, 18	Sanitary Encroachment per atlas	Jac
June 7, 18	Mechanical Shifted	Jac
June 8, 18	Deed Sht.	Jac

CHAPUT LAND SURVEYS

TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between Inspired Real Estate Developers LLC, ("Grantor")' and the City of Racine, ("Grantor").

RECITALS

A. Grantor owns of record certain property located in Racine County Wisconsin, and legally described on the attached and incorporated Exhibit A ("Grantor's Property").

B. Grantor intends to improve Grantor's Property with the construction of a multi-family residential building.

C. Grantee currently has a major sewer line located across Grantor's Property for which it does not have a current easement.

D. Grantor agrees to provide such easement to Grantee upon the completion of Grantee's moving said sewer line from its current location which runs immediately beneath where the Grantor proposed to building such improvement as referred to in "B" above.

E. Grantor also agrees to oversee the construction of the new sewer line, using plans accepted by Grantee, with all costs associated with the relocation to be paid by Grantee.

F. During said period of construction, Grantor agrees to a temporary construction easement for those parties requiring access to Grantor's Property.

NOW, THEREFORE, for the consideration of a Development Agreement between Inspired Real Estate Developers LLC, Developer, and the City of Racine, City, the parties covenant and agree as follows:

1. Grant of Easements

1.1 Utility Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-=exclusive easement (the "Utility Easement") over, under, in along, across and upon the property described on the attached incorporated Exhibit B (the "Utility Easement Area" solely for the lawful construction, installment, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and related underground sanitary sewer facilities, underground water pipes and other utilities, including junction

boxes and related equipment (the "improvements"), and for access to the Utility Easement Area is depicted generally on the attached and incorporated Exhibit B.

1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit B (the "Temporary Easement Area") for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the initial construction of the Improvements. Prior to commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construction the improvements. The Temporary Construction Easement is depicted generally on the attached and incorporated Exhibit B.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the effective date this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.7 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the date construction of the Improvements are completed. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any building which may cause damage to or interfere with the Improvements to be placed within the Utility Easement Area. Grantor does however reserve the right to construct roads for ingress and egress to the property and to landscape or beautify such easement area.

4. Construction of Utility Improvement.

4.1 Cost/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor Property all costs and expenses of construction and maintenance of the Improvements, including the installation of sewer connections for Grantor's use and the exercise of any easement rights granted under this Agreement.

4.1 Compliance With Laws. Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statues, ordinances, rules and regulations of all governing public authorities as those statures, ordinances, rules and regulations are amended from time to time.

4.2 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities. Grantee acknowledges that it is aware of asphalt for parking currently exists on the said easement and that Grantor intends to install parking areas and a road for ingress and egress on the property where said easement is to be located. Grantee agrees that if the surface of the current parking area or future roads and parking areas intended by Grantor are disturbed by Grantee in the exercise of its right to install a new sewer line, then Grantee shall resurface and/or restore such disturbed areas (rather than merely patch and disturbed portion(s) of said areas).

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is a duly authorized representative of the signing party and that or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certi8fied mail, postage prepaid, to the party's address set forth below

their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wh9oly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.6 Plan. All partles to this Agreement have reviewed and accepted the as-built drawings as attached as Exhibit B showing the location and depth of the improvements installed in the Utility Easement Area.

5.7 Abandonment. In the event Grantee or its successor and assigns abandon or terminate their use of all of the Improvements for a period of thirty-six consecutive months, this Agreement and all easements rights granted there under shall terminate.

5.7 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

IN WITNESS of this, the undersigned have executed this Agreement as of this 25th day of June, 2019.

Dates this 25th day of June, 2019.

Inspired Real Estate Developers LLC
Grantor

BY: _____, Partner

BY: _____, Partner

City of Racine
Grantee

BY: _____, _____

BY: _____, _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF RACINE

ON THIS 26th day of June, 2019, before me, personally appeared Dona Myers and Charles Hanka,

on behalf of Inspired Real Estate Developers LLC, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

ASHLY S KIHLMIRE NOTARY PUBLIC STATE OF WISCONSIN

Notary Public in and for the State of Wisconsin
My appointment expires 07/01/2020

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF RACINE

ON THIS _____ day of _____, _____, before me, personally appeared _____,

on behalf of The City of Racine, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Notary Public in and for the State of Wisconsin
My appointment expires _____

EXHIBIT F

Permanent Easement for Relocated 39" Sanitary Sewer Transmission Main

[see attached]

TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT

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RECITALS

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C. Grantee currently has a major sewer line located across Grantor's Property for which it does not have a current easement.

D. Grantor agrees to provide such easement to Grantee upon the completion of Grantee's moving said sewer line from its current location which runs immediately beneath where the Grantor proposed to building such improvement as referred to in "B" above.

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F. During said period of construction, Grantor agrees to a temporary construction easement for those parties requiring access to Grantor's Property.

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3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any building which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area. Grantor does however reserve the right to construct roads for ingress and egress to the property and to landscape or beautify such easement area.

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Dates this 25th day of June, 2019.

Inspired Real Estate Developers LLC
Grantor

BY: _____, Partner

BY: _____, Partner

City of Racine
Grantee

BY: _____, _____

BY: _____, _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF RACINE

ON THIS 26th day of June, 2019, before me, personally appeared Dona Myers and Chanes Hanka,

on behalf of Inspired Real Estate Developers LLC, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

ASHLY S KIHLMIRE NOTARY PUBLIC STATE OF WISCONSIN

Notary Public in and for the State of Wisconsin
My appointment expires 07/10/2020

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF RACINE

ON THIS _____ day of _____, _____, before me, personally appeared _____,

on behalf of The City of Racine, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Notary Public in and for the State of Wisconsin
My appointment expires _____

EXHIBIT G

Sample LEED Elements

- Low E glass
- Rain gardens
- Reduced storm water runoff
- High efficiency low flow plumbing fixtures
- Energy Star appliances
- High efficiency furnaces
- Low VOC Interior Finishes
- Electric car charging stations
- Resident bike sharing program
- Bike Storage
- Community recycling program in partnership with the City of Racine
- LED common area lighting
- Utilizing existing municipal services
- Highest possible walkable and bikeable location
- Construction waste management and recycling
- Construction Indoor Air Quality Management Plan (clean construction site)
- Use of local reasonable renewable resources/construction materials
- Reduced parking footprint
- Access to Public Transit
- Building on an infill and previously developed parcel of land
- Biophilic design in common areas (incorporation of nature)
- Material Optimization (select products with Environmental Product Declarations / Health Product Declarations)
- Incorporate "smart" apartment thermostat devices for energy and lifestyle management

- Civic Engagement (community volunteer opportunities are posted in common areas) https://v2.wellcerINCENTIVEied.com/v2.2/en/community/feature/11
- Light Pollution Reduction (exterior lights shine on the site and not up to the night sky or trespass to neighboring site)
- Environmentally friendly refrigerants