

**AGREEMENT REGARDING STORMWATER
MANAGEMENT MEASURES**

Drafted by and after Recording Return to:

William R. Cummings
Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, Wisconsin 53202

PIN(s)

See Exhibits A and B

This AGREEMENT REGARDING STORMWATER MANAGEMENT MEASURES (this "Agreement") is made as of the ____ day of August, 2019, by and among Oakbridge Commons Limited Partnership, a Wisconsin limited partnership ("Oakbridge"), Dane County (the "County") and Tree Lane Apartments, LLC, a Wisconsin limited liability company ("Lessee").

RECITALS:

A. Oakbridge owns the real property described on Exhibit A attached hereto (the "Oakbridge Parcel").

B. The County owns the real property described on Exhibit B attached hereto (the "Tree Lane Parcel"). The Oakbridge Parcel and the Tree Lane Parcel may be referred to individually herein as a "Parcel" and collectively as the "Parcels".

C. The County and Lessee have entered into a ground lease, evidenced by that certain Memorandum of Ground Lease recorded on May 12, 2017 as Document No. 5325106, pursuant to which the County leases the Tree Lane Parcel to Lessee (the "Ground Lease"). Pursuant to the terms of the Ground Lease, Lessee is responsible for the maintenance of the Tree Lane Parcel.

D. The Parcels are subject to easements for the management of stormwater within the "Detention Easement Area" created by Certified Survey Map No. 8493 and that certain Second Restated Declaration of Easements recorded as Document No. 284533. A shared detention basin has been constructed within the Detention Easement Area on both Parcels.

E. The parties hereto have entered into that certain Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures recorded in the records of the Dane County Register of Deeds on August 13, 2019 as Document No. 5513147 (the "Declaration"), pursuant to which the parties have agreed, jointly and severally, to undertake certain obligations for the maintenance and inspection of the Detention Easement Area (the "Stormwater Maintenance Measures") and the costs thereof (the "Stormwater Maintenance Costs");

F. The parties hereto wish to enter into this Agreement to more particularly allocate responsibility for the obligations required to be performed pursuant to the Declaration and the Stormwater Maintenance Costs.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. Lessee and Oakbridge shall, within forty five (45) days after the date hereof, cooperate in good faith to establish a budget for Stormwater Maintenance Costs for the remainder of calendar year 2019 (the "2019 Budget") and a budget for Stormwater Maintenance Costs for calendar year 2020 (the "2020 budget"). The 2019 Budget and 2020 Budget shall set forth an estimate of costs reasonably necessary to perform the Stormwater Maintenance Measures required by the Declaration. The 2019 Budget and the 2020 Budget must be consented to by both Lessee and Oakbridge, which consent shall not be unreasonably withheld.

If the proposed budget for the following calendar year exceeds one hundred five percent (105%) of the current year's budget, then Oakbridge must obtain Lessee's consent to the new budget, which consent shall not be unreasonably withheld.

If, in the course of any calendar year, Oakbridge believes that the actual Stormwater Maintenance Costs will exceed the budgeted amounts for such year, Oakbridge shall notify Lessee in writing thereof.

2. Oakbridge shall be responsible for identifying any third party contractors and negotiating the terms of any contracts that are required to perform the Stormwater Maintenance Measures required by the Declaration. Each such contract shall be signed by Oakbridge. Each initial contract with each party performing Stormwater Maintenance Measures must be approved

by Lessee, which approval shall not be unreasonably withheld. Lessee shall not be required to approve any extensions or renewals of any existing contract, or any modifications to an existing contract unless the modifications are material.

3. Oakbridge shall deliver to Lessee copies of invoices for Stormwater Maintenance Costs promptly upon receipt of the same. Except to the extent any cost is required due to the negligence or misconduct of Oakbridge or Lessee, in which case such party shall be solely responsible for such costs, fifty percent (50%) of the Stormwater Maintenance Costs shall be paid by Oakbridge and fifty percent (50%) shall be paid by Lessee. The parties shall pay such costs within fifteen (15) days of the delivery of the invoice therefor. If any party fails to pay its allocated share of the Stormwater Maintenance Costs when due, any other party may pay such amounts and charge the same back to the defaulting party, which amount shall be immediately due and payable. All charges due hereunder which shall remain unpaid when due shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. Each party hereto shall indemnify each other party for any cost and expenses, including reasonable attorneys' fees, arising from its failure to pay any amounts due and owing hereunder.

4. Oakbridge shall be entitled to an annual administrative fee equal to the lesser of (a) ten percent (10%) of the budgeted Stormwater Maintenance Costs for the year or (b) five hundred dollars (\$500.00). Lessee shall pay the administrative fee to Oakbridge for calendar year 2019 upon approval of the 2019 Budget. Lessee shall pay the administrative fee for calendar years thereafter on or before January 30 of each calendar year.

5. If Oakbridge fails to fulfill its obligations under paragraphs 1, 2 and 3 above with reasonable diligence, Lessee may, upon 30 days written notice to Oakbridge, take over such responsibilities from Oakbridge, in which event Lessee shall be responsible for the obligations under paragraphs 1, 2 and 3 and shall be entitled to receive thereafter the annual administrative fee under paragraph 4 above.

6. During such time as the Ground Lease is in effect, the County shall have no obligations under this Agreement. If the Ground Lease is terminated, and the County continues to own the Tree Lane Parcel, then in such event the County shall assume (and hereby agrees to assume) all obligations of Lessee from and after the termination of the Ground Lease.

7. Any dispute, controversy, or claim arising out of or relating to this Agreement or the performance of the parties of its terms shall be referred to representatives of the parties to the dispute for resolution among them, if possible. Any matter that is not resolved pursuant to the foregoing sentence or otherwise by agreement of the parties within a reasonable time shall be referred to and settled by binding arbitration. The arbitrator shall be an independent person agreed upon by the parties to the dispute and if no such person is agreed upon within 15 days after a demand for arbitration, then each party to the dispute shall select an arbitrator and the arbitrators so selected shall select a different arbitrator who shall conduct the arbitration and render a decision on the matter. Any award rendered shall be final and conclusive upon the parties to the dispute, and a judgment may be entered in any court having jurisdiction.

8. Notices or other communication hereunder shall be in writing and shall be sent

certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time its respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

If to County:	Real Estate Coordinator 5201 Fen Oak Drive, Room 208 Madison, WI 53718
If Oakbridge:	Steve Doran c/o Galway Companies, Inc. 800 West Broadway, Suite 400 Monona, WI 53713
If to Lessee:	Michael Goldberg, Executive Director Heartland Housing, Inc. 208 South LaSalle Street, Suite 1300 Chicago, IL 60604

9. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Dane County Register of Deeds, and shall continue in perpetuity unless this Agreement is terminated in accordance with paragraph 11 below.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

11. This Agreement may not be modified in whole or in part, or terminated, unless such agreement is in writing and signed by all parties bound hereby. Notwithstanding the foregoing, upon termination of the Ground Lease, this Agreement may be amended or terminated solely by the fee simple owners of the Oakbridge Parcel and the Tree Lane Parcel.

12. Each Party executing this Agreement on behalf of an entity represents and warrants that he/she is duly authorized to do so and that this Agreement is binding in accordance with its terms.

13. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Oakbridge, County, and Lessee and their respective successors and assigns. The specific parties named as Oakbridge, County and Lessee in this Agreement, and each of their respective successors and assigns as fee simple owners of Oakbridge Parcel and Tree Lane Parcel (or as a lessee under the Ground Lease), respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in the Oakbridge Parcel or Tree Lane Parcel (or its leasehold interest in the Ground Lease), respectively, except, however, for obligations that accrued during the party's period of ownership of title (or during the period such party had a leasehold interest in the Ground Lease, as applicable).

14. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same original agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement is executed as of this ____ day of August, 2019.

OAKBRIDGE COMMONS LIMITED
PARTNERSHIP

BY _____
ITS _____

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2019, the above-named _____, the _____ of Oakbridge Commons Limited Partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said partnership.

NOTARY PUBLIC

Print Name: _____
My Commission: _____

TREE LANE APARTMENTS, LLC,

BY TREE LANE APARTMENTS MM,
LLC, Managing Member

BY HEARTLAND HOUSING,
INC., Member

BY _____
ITS _____

STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2019, the above-named _____, the _____ of Heartland Housing, Inc., member of Tree Lane Apartments MM, LLC, managing member of Tree Lane Apartments, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

NOTARY PUBLIC

Print Name: _____
My Commission: _____

DANE COUNTY

BY _____
Scott McDonell, County Clerk

STATE OF WISCONSIN)
)SS
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2019, the above-named Scott McDonell, the County Clerk of Dane County, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

Print Name: _____
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE OAKBRIDGE PARCEL

Lot 1 and Lot 2, Certified Survey Map Number 7406, Volume 38 of Certified Surveys, pages 95-97 as Document No. 2587424, in the City of Madison, Dane County, Wisconsin

PIN: 251-0708-233-0807-2

EXHIBIT B

LEGAL DESCRIPTION OF THE TREE LANE PARCEL

Lot 2, Certified Survey Map Number 8493, Volume 46 of Certified Surveys, pages 193-198 as Document No. 2834147, in the City of Madison, Dane County, Wisconsin.

PIN: 251-0708-233-0809-8