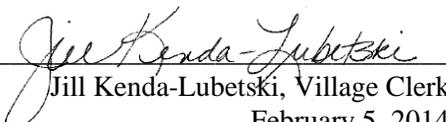


PLAN COMMISSION MEETING
Monday, February 10, 2014
Earl McGovern Board Room, 7:00 P.M.



PLEASE TAKE NOTICE that a meeting of the Brown Deer Plan Commission will be held in the Earl McGovern Board Room at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Persons Desiring to be Heard
- III. Consideration of Minutes: October 14, 2013 – Regular Meeting
- IV. Report of Staff/Commission Members
- V. Unfinished Business
- VI. Business Items
 - A) Review and Recommendation of a development agreement with CCRG for a new garage, 8669 N. Deerwood Drive
 - B) Review and Recommendation of a development agreement with Rogers Memorial Hospital, 4600 W. Schroeder Drive
- VII. Adjournment



Jill Kenda-Lubetski, Village Clerk
February 5, 2014

PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.

**BROWN DEER PLAN COMMISSION
OCTOBER 14, 2013 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 7:03 P.M.

I. ROLL CALL

Present: President Carl Krueger; Trustees: Tim Schilz, Jeff Baker; Commissioners: Ryan Schmitz, Susan Bellehumeur, Al Walters, Jeff Jaroczynski

Also Present: Nate Piotrowski, Community Development Director; Rebecca Boyle, Village Attorney

Excused: Commissioners Dan Bednar, Bill Hoffmann

II. PERSONS DESIRING TO BE HEARD

None

III. CONSIDERATION OF MINUTES: September 30, 2013 – Special Meeting

It was moved by Commissioner Schmitz and seconded by Trustee Baker to approve the special meeting minutes of September 30, 2013. The motion carried unanimously.

IV. REPORT OF STAFF/COMMISSION MEMBERS

Mr. Piotrowski reported that Walmart provided a revised cart corral color, duradonic bronze, in response to the Village's requirement of providing decorative or upgraded cart corral designs. The design style remained the same. It was consensus of the Plan Commissioners that the same design, while not preferred, was acceptable with the new color.

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

- A) Certified Survey Map review, Bradley Crossing Phase Two, 4300-4500 block of W. Bradley Road**

Mr. Piotrowski reviewed the proposal and stated the reason why the Certified Survey Map was needed.

Trustee Schilz asked if the right of way dedication was the only change. Mr. Piotrowski replied that this was the case.

It was moved by Commissioner Schmitz and seconded by Commissioner Bellehumeur to recommend approval of the Certified Survey Map for Bradley Crossing Phase Two to the Village Board. The motion carried unanimously.

- B) Site Plan Modification review, Building Expansion at Poco Loco, 4134 W. River Lane**

Mr. Piotrowski reviewed the proposal and introduced Kristi Misner of Amethyst Design representing the applicant.

President Krueger asked about the number of parking spaces that were being added and how big the addition was. Ms. Misner replied that the addition was roughly 1,100 square feet which would roughly double the existing building. Mr. Piotrowski replied that the reconfigured parking lot would feature a cumulative increase of 5 spaces for a total of 23 off street spaces. He added that 5 on street parallel spaces would be provide adjacent to the business on the south

side of River Lane. He further noted that additional on street parking would be available along River Lane and dedicated angle parking spaces on Deerwood Drive would be created as part of the streetscape project. He noted that on street parking demand was somewhat difficult to project at this point because of the dramatic changes from the streetscape project.

President Krueger asked if language similar to what was done for the Dance Academy conditional use permit could be added into the new development agreement. Mr. Piotrowski replied that this was possible.

Trustee Baker asked how the seating capacity would increase with the expansion. Ms. Misner replied that capacity would increase to approximately 70 patrons from roughly 22 currently.

Trustee Schilz asked if shared parking at the Audio Emporium lot was a possibility. Ms. Misner reported that this was possible since they already allow Prime Time customers to use the space.

Commissioner Schmitz stated that he was concerned about adequate parking but did not see the immediate benefit of paving out the rest of Poco Loco's lot for a gain of only several spaces. He felt that language should be added to the development agreement mandating additional parking if the need arises.

It was moved by Commissioner Schmitz and seconded by Commissioner Walters to recommend approval of the development agreement to the Village Board, subject to the inclusion of language that would require additional parking if the Village recognizes an identified need. The motion carried unanimously.

C) Site Plan Review for multiple commercial buildings at the southwest corner of N. Green Bay Road and N. Deerwood Drive

Mr. Piotrowski reviewed the proposal and introduced Randy Roth of Endeavor Group and Jeff Stowe of Stowe Architecture.

Commissioner Jaroczynski asked how many tenants were planned for the 11,000 square foot building. Mr. Roth replied that this would likely be filled with three to four tenants but that has yet to be determined.

President Krueger asked whether the development would be linked to the bike trail extension near Wendy's. Mr. Piotrowski replied that sidewalk connections would be made from the development to the nearest intersection and that bike racks would be added adjacent to both proposed buildings.

Trustee Schilz asked for clarification as to Staff's concern about the architecture of the buildings. Mr. Piotrowski replied that the design is not consistent with recent retail development approvals that featured more masonry components, glazing, and articulation of walls and roof lines to break up monotonous faces. He noted that projects like Walgreen's and Concentra were required by the Building Board to adopt some residential aesthetics with respect to roof lines and material choices.

Commissioner Schmitz asked if the Dunkin Donuts design was forced to follow corporate design requirements. Mr. Stowe replied that it was following corporate design guidelines but noted that there was some flexibility to deviate. Trustee Schilz stated that he was more concerned for the appearance of the 11,000 square foot building since that would be the much larger presence on the site.

President Krueger asked if the 11,000 square foot building would be built right away and what site improvements would be constructed immediately. Mr. Roth replied that all site improvements except the 11,000 square foot building will be built immediately with the Dunkin Donuts. The area for the 11,000 square foot retail center would be left as grass but Mr. Roth expected to return in spring with construction and tenant plans.

Trustee Schilz asked for clarification on the elevation change between buildings. Mr. Piotrowski replied that the grade change would only be about 1.5 feet between the two building's finished floor elevations. He noted the larger grade change would be from the parking field towards Green Bay Road where a retaining wall would be required.

Trustee Baker asked about the seating capacity for the Dunkin Donuts. Mr. Stowe replied approximately 26 people.

Trustee Baker asked how many cars can stack before reaching the drive-thru order canopy. Mr. Stowe replied two currently but noted that they will be moving the canopy to accommodate a third space that is mandated by Village Code.

It was moved by Commissioner Bellehumeur and seconded by Commissioner Jarocyznski to recommend approval of the site plan for a commercial development at the southwest corner of the intersection of N. Deerwood Drive and N. Green Bay Road to the Village Board. The motion carried unanimously.

D) Conditional Use Permit review with RK Green Bay Road LLC. For a restaurant with associated drive-thru facilities at the southwest corner of N. Green Bay Road and N. Deerwood Drive

President Krueger opened the public hearing at 8:10 p.m.

There was no public comment.

President Krueger closed the public hearing at 8:11 p.m.

Mr. Piotrowski reviewed the proposal and indicated that the conditional use permit calls for additional landscape screening of the drive-thru, a limitation on decibels and he noted that the Village Code would require an additional stacking space.

Trustee Schilz asked about the need for the drive-thru canopy and the color and appearance of it. Mr. Roth replied that the canopy was used to protect customers from inclement weather and the height restriction was needed to warn drivers of another low overhang at the pick-up window. Trustee Schilz stated that he did not like the color or appearance of the canopy since it was facing the major area thoroughfare. Mr. Piotrowski replied that the design of the canopy would be reviewed by the Building Board and suggested a more muted color along the lines of the earlier discussed Walmart cart corral.

It was moved by Commissioner Schmitz and seconded by Commissioner Walters to recommend approval of the conditional use permit for drive-thru facilities to the Village Board. The motion carried unanimously.

E) Conditional Use Permit review with RK Green Bay Road LLC for outdoor restaurant seating at the southwest corner of N. Green Bay Road and N. Deerwood Drive

President Krueger opened the public hearing at 8:19 p.m.

There was no public comment.

President Krueger closed the public hearing at 8:20 p.m.

Mr. Piotrowski reviewed the proposal and noted that the outdoor seating area would have shorter hours than the overall development and that outdoor advertising on the canopies was prohibited.

Commissioner Jarocyznski asked how many patrons could sit on the patio. Mr. Stowe replied that 16 was maximum capacity.

President Krueger asked if there was any need for fencing around the patio. Mr. Piotrowski replied that this was only required in the past for restaurants that served alcohol.

It was moved by Commissioner Bellehumeur and seconded by Commissioner Schmitz to recommend approval of the conditional use permit for outdoor restaurant seating to the Village Board. The motion carried unanimously.

F) Certified Survey Map review for vacant land at the southwest corner of N. Green Bay Road and N. Deerwood Drive

Mr. Piotrowski reviewed the proposal.

Commissioner Bellehumeur asked if the land division would create any maintenance issues the Village needed to be concerned about. Mr. Roth replied that there would be an operating easement agreement in place between the two properties to regulate which entity handles what issue from snowplowing to landscaping. Mr. Piotrowski also noted that the Certified Survey Map contains cross access easements to ensure accessibility for both parcels.

It was moved by Commissioner Bellehumeur and seconded by Commissioner Walters to recommend approval of the Certified Survey Map for vacant land at the southwest corner of the intersection of N. Deerwood Drive and N. Green Bay Road to the Village Board. The motion carried unanimously.

F) Conceptual Plan Review for an office/retail building and storage facility, 4401 W. River Lane

Mr. Piotrowski reviewed the proposal and introduced the applicants, Brian Parrish of Paradigm Realty and Brian Fisher of Anderson Ashton.

Trustee Baker asked if the retail building would provide public restrooms for trail users. Mr. Fisher replied that this was possible but he was not certain of the design at this point.

Trustee Schilz asked for clarification as to ownership of the adjacent land. Mr. Piotrowski replied that the property was surrounded by rights of way either belonging to the Village, WE Energies or the Canadian Pacific Railroad.

Commissioner Bellehumeur asked how the storage buildings functioned. Mr. Fisher replied that the northern building would feature larger storage compartments with overhead doors that customers could drive up to while the southern building would feature smaller interior storage spaces accessed by common hallways.

Commissioner Schmitz asked about details of the green screen. Mr. Fisher replied that it was an interlocking metal fence system that created a trellis like support structure that enables creeping vegetation to take hold and grow vertically.

Trustee Schilz asked if some of the retail building design elements would carry through to the storage buildings. Mr. Fisher indicated that this was yet to be determined but he noted that the storage buildings were likely to be masonry.

President Krueger asked if the applicants had purchased the property. Mr. Parrish replied that they have an accepted option to purchase.

It was consensus of the Plan Commission that the applicant should proceed with further design of the proposal and return with final engineered plans at a later date.

VII. ADJOURNMENT

It was moved by Commissioner Schmitz and seconded by Commissioner Jaroczynski to adjourn at 8:56 P.M. The motion carried unanimously.



Nate Piotrowski, Community Development Director



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Plan Commission
ITEM DESCRIPTION: Review and Recommendation of a development agreement with CCRG for a new garage, 8669 N. Deerwood Drive
PREPARED BY: Nathaniel Piotrowski, Community Development Director
REPORT DATE: February 5, 2014
Applicable Land Use Regulation: Village Code Sec. 121-250, OVPD
VILLAGE ATTORNEY REVIEW: <input checked="" type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input checked="" type="checkbox"/> Documents provided to Village attorney.
COMPREHENSIVE PLAN REVIEW: <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan.

BACKGROUND INFORMATION:

The applicant is seeking to construct a new garage on property located at 8669 N. Deerwood Drive. This property is located in the Original Village Planned Development District where the Village Code states that any expansion of buildings shall be approved by the Village pursuant to a development agreement.

The garage is proposed to be one story and would be located near the property line on 43rd Street, while the main building is closer to Deerwood Drive (see attached survey). The garage will be positioned to take advantage of the rear driveway and the dumpster enclosure will be removed as it is no longer needed. The proposal would conform to Zoning Code requirements and it would be designed to match with the existing building. The Building Board will also review the garage design at their next scheduled meeting. Garage details are included.

RECOMMENDATION:

Staff feels that the addition of the garage to the property is acceptable. Building Board review will ensure that the garage is designed in a fashion compatible with the nature of the Original Village and surrounding properties. Staff suggest that the Plan Commission recommend approval of the development agreement to the Village Board.

Please contact Nate Piotrowski with any questions or comments at 371-3061.

**Supplemental Development Agreement
By and Between
Commonwealth Cultural Resources Group, INC.
And
The Village of Brown Deer**

THIS AGREEMENT is entered into as of this ____ day of _____, 2014, by and between **Commonwealth Cultural Resources Group, INC.**, an incorporated entity called "Operator" and the **VILLAGE OF BROWN DEER**, a municipal corporation in Milwaukee County, Wisconsin.

WITNESSETH:

WHEREAS, Commonwealth Cultural Resources Group, INC., owns the property at 8669 N. Deerwood Dr., located in the NW ¼, Section 12, T8N, R21E, Village of Brown Deer, Milwaukee County, Wisconsin.

Legally described as: (See Exhibit A)

WHEREAS, the Village of Brown Deer and Commonwealth Cultural Resources Group, INC. previously entered into a Development Agreement dated August 17, 2012 and recorded with the Milwaukee County Register of Deeds as Document # 10151287; and

WHEREAS, said agreement shall remain in full force and effect; and

WHEREAS, a request has been made to the Village Board of The Village of Brown Deer, Milwaukee County, Wisconsin, by owner for approval of a Supplemental Development Agreement authorizing the establishment of a garage at 8669 N. Deerwood Drive (hereinafter referred to as the "Property"); and

WHEREAS, application has been made to the Village Board of the Village of Brown Deer, Milwaukee County, Wisconsin, by Owner for approval to construct a 25' x 30' garage on said Property in the Original Village Planned Development (OVPD) Zoning District; and

WHEREAS, said zoning district regulations require that a development plan be approved for any new building or expansion and recorded in the Office of the Milwaukee County Register of Deeds; and

WHEREAS, owner has submitted this document and attached plans as the development plan; and

WHEREAS, the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood involved; and

WHEREAS, the Owner has submitted the attached plans to the Brown Deer Building Board and has received approval of said plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is hereby covenanted and agreed as follows:

1. Owner is hereby authorized to construct a 25' x 30' garage in accordance with the plans attached hereto, made a part hereof and marked Exhibit B.
2. The Owner shall promptly pay the costs of work undertaken by Owner and does hereby indemnify the Village from any loss and hold it harmless from any liability for any debts or claims alleged to be due from the Owner to any person, including any agent, contractor, employee or subcontractor employed by, or under, Owner.
3. If there are any code, law, ordinance or regulation violations, deficiencies, or any hazardous conditions with respect to any use of the Development, or any building or site improvements on the Development, the Developer shall correct any hazardous conditions immediately and shall correct any other deficiencies or violations within thirty (30) days of written notification. This provision does not limit the Village from taking any other action to enforce any provisions of the Village ordinances or this Agreement.
4. The covenants, agreements, restrictions and provisions herein contained constitute covenants running with the land and shall be binding on all parties, their heirs, assigns and successors having an interest in the land affected hereby for a period of twenty-five (25) years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten (10) years. However, upon a showing of reasonable cause, the Board of the Village may relieve the Developer from such covenants, agreements, restrictions, or any of them, before the expiration of twenty-five (25) years or thereafter by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or in equity by the Village against any person or persons violating or attempting to violate the same.
5. The invalidity of any of the covenants herein contained declared by any judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

Exhibit A
Legal Description

PLAT OF SURVEY

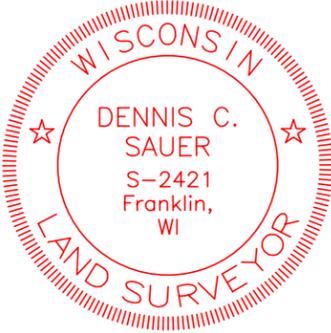
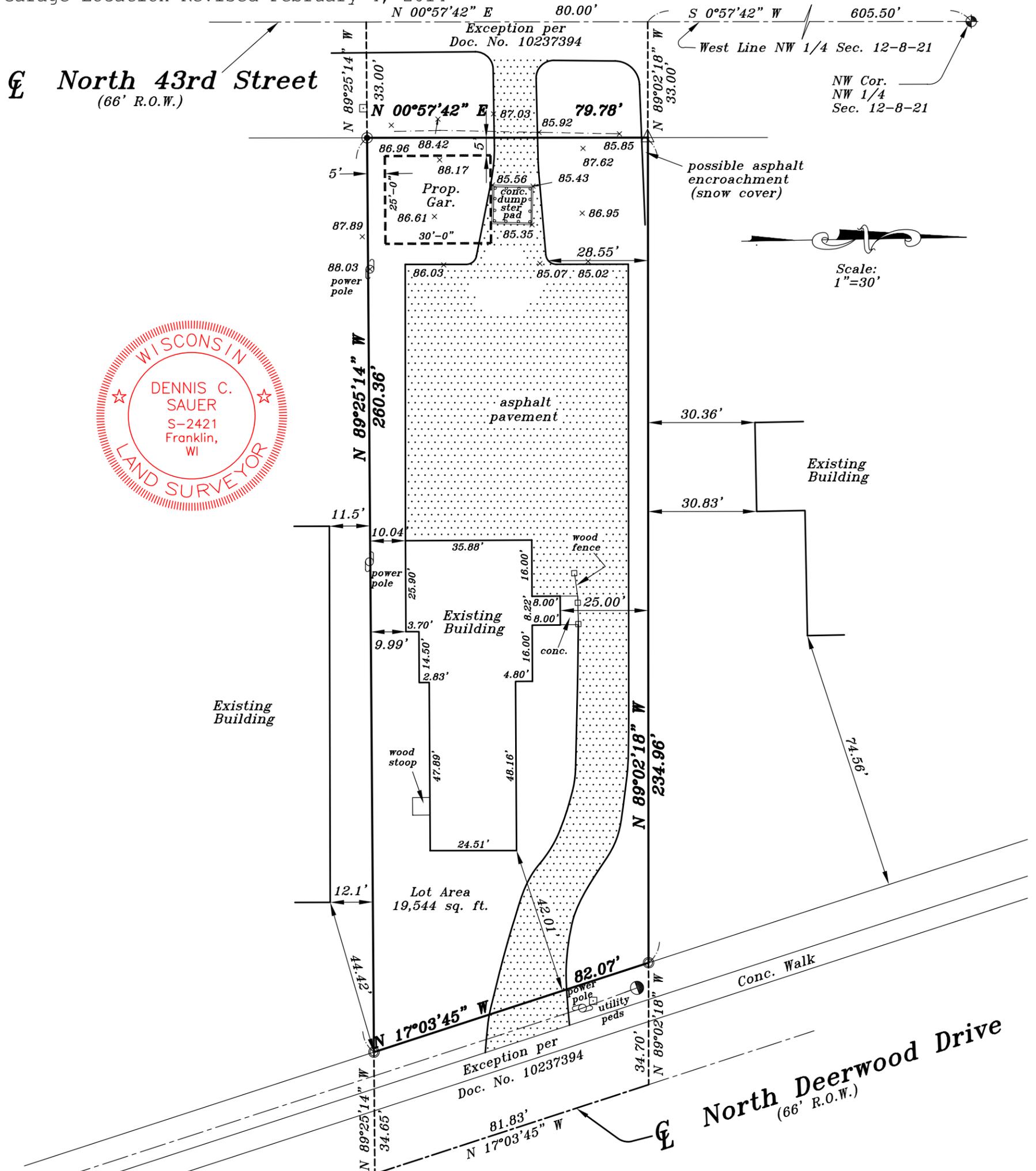
LOCATION: 8669 North Deerwood Drive, Brown Deer, Wisconsin

LEGAL DESCRIPTION: That part of the Northwest 1/4 of Section 12, Township 8 North, of Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point on the West Section line of said 1/4 Section which point is 605.5 feet South of the Northwest corner of said Section, thence East to center of Cedarburg Plank Road, known as Deerwood Drive, 299.6 feet, thence Southeasterly along said Road, 83.5 feet, thence West to Section line, 325.5 feet thence North 80 feet to the place of beginning.

January 28, 2014

Survey No. 104524

Garage Location Revised February 4, 2014



METROPOLITAN SURVEY SERVICE, INC.
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
 5800 Broad Street, Greendale, Wisconsin 53129
 PH. (414) 529-5380 FAX (414) 529-9787
 email address: survey@metropolitansurvey.com

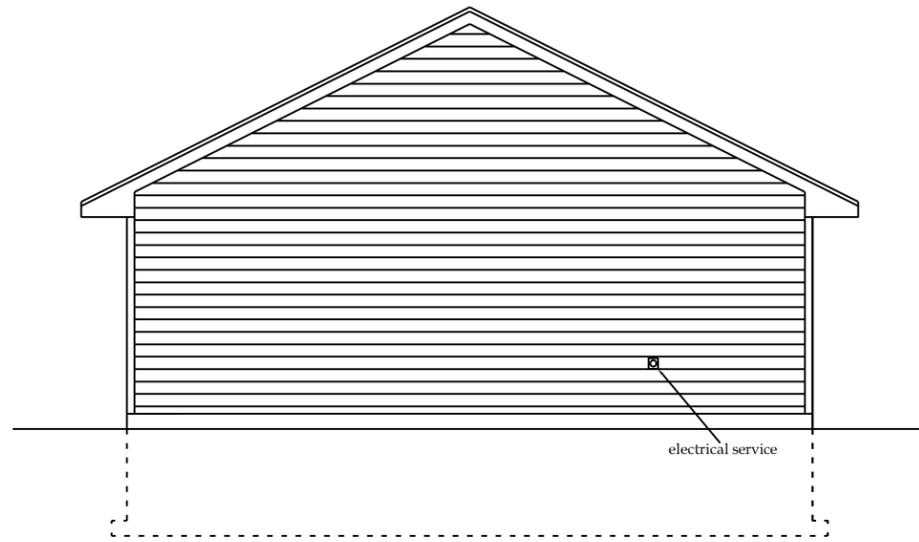
- — Denotes Iron Pipe Found
- — Denotes Iron Pipe Set
- △ — Denotes Mag Nail Set

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

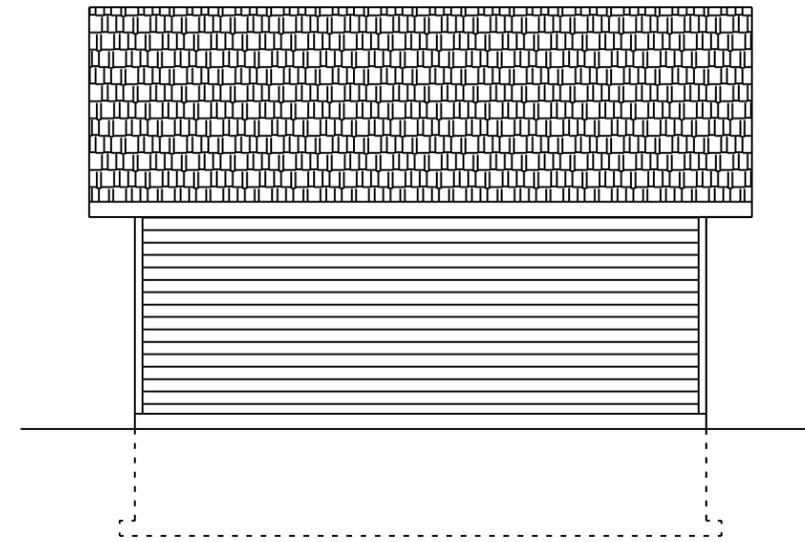
THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED _____
Dennis C. Sauer
 Registered Land Surveyor S-2421

NOT FOR CONSTRUCTION



REAR



LEFT SIDE

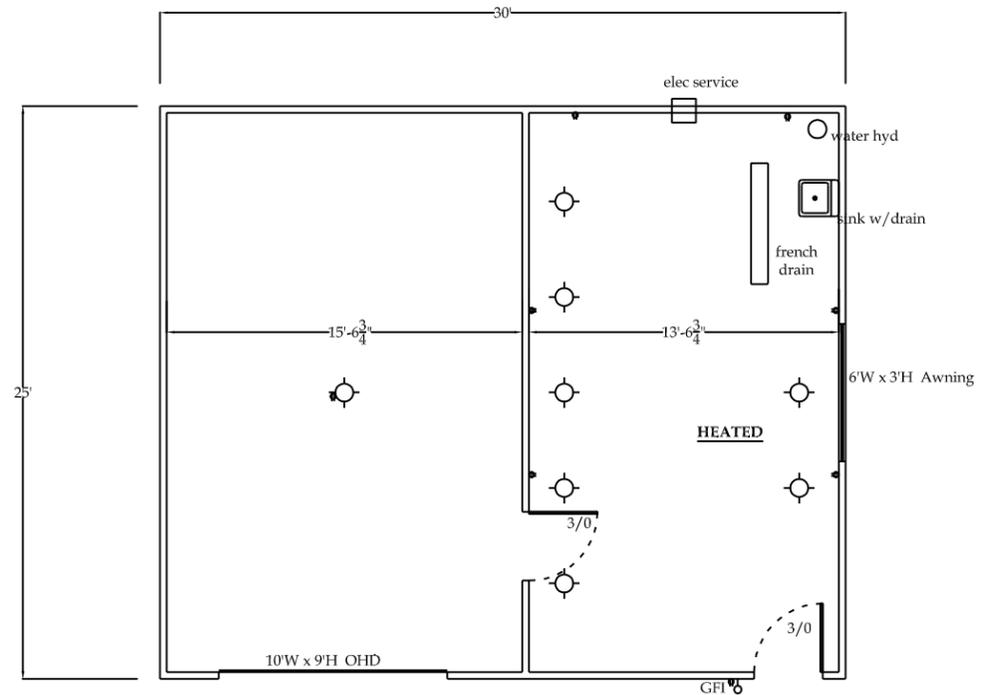
Notice to Contractors & Suppliers:
Although every effort has been made in preparing these plans and checking them for accuracy, it is the responsibility of the subcontractor or supplier to contact the builder if there are any concerns or discrepancies during the construction of these plans.

**Neuens
Fredonia
Lumber**

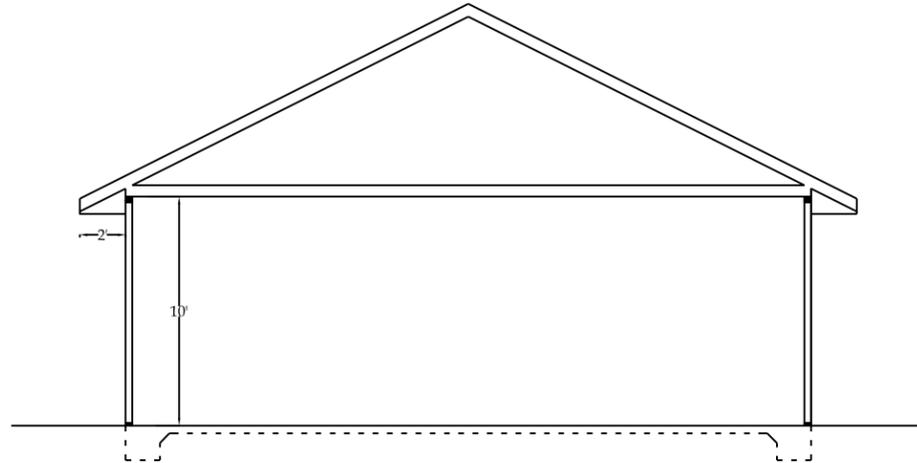
441 Fredonia Avenue
Fredonia, Wi 53021
phone: 262-692-2456

scale: 1/8" = 1' 0"

NOT FOR CONSTRUCTION



PLAN



SECTION

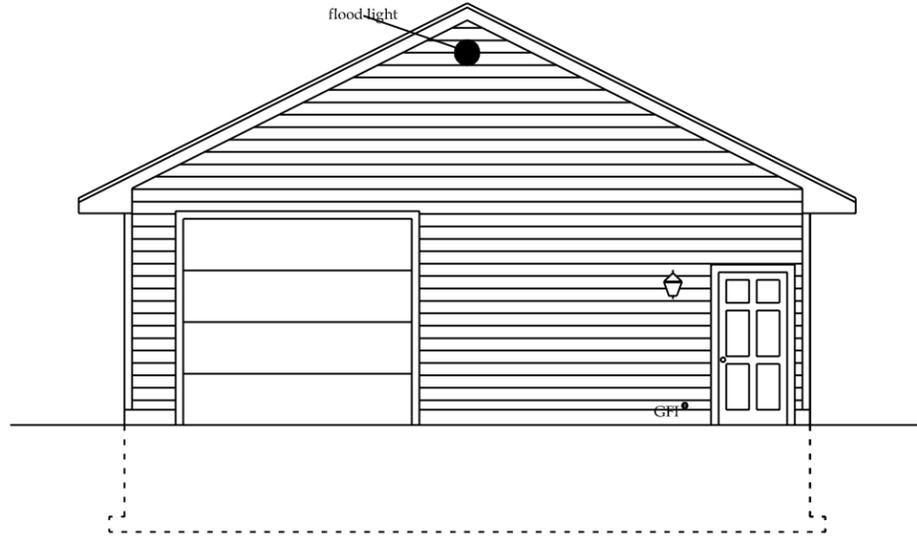
- 40 yr dimensional shingle
- 15" felt
- ice and water shield
- 1/2" OSB w/clips
- engineered roof trusses 24" o.c.
- R-38 ceiling insulation w/vapor barrier and proper vents
- 2x6 sub-fascia
- 2x4 nailer/lookout
- aluminum soffit and fascia

- Vinyl Siding/trim
- Tyvek House Wrap
- 1/2" OSB sheathing
- 2x4 walls, 10' high
- R-13 wall insulation w/vapor barrier

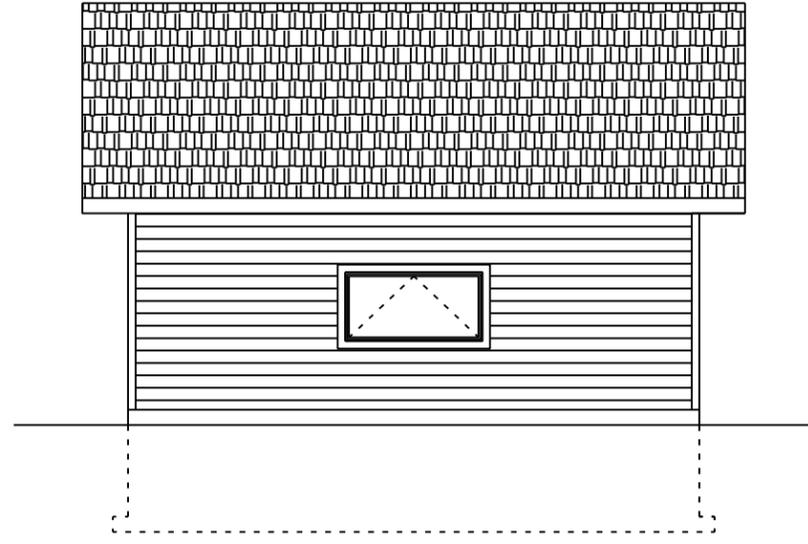
- 4" concrete slab
- grade beam 8" minimum
- 1" styrofoam under heated section
- gravel fill

Notice to Contractors & Suppliers:
Although every effort has been made in preparing these plans and checking them for accuracy, it is the responsibility of the subcontractor or supplier to contact the builder if there are any concerns or discrepancies during the construction of these plans.

**Neuens
Fredonia
Lumber**
441 Fredonia Avenue
Fredonia, Wi 53021
phone: 262-692-2456



FRONT



RIGHT SIDE

scale: 1/8" = 1' 0"



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Plan Commission
ITEM DESCRIPTION: Review and Recommendation of a development agreement with Rogers Memorial Hospital, 4600 W. Schroeder Drive
PREPARED BY: Nathaniel Piotrowski, Community Development Director
REPORT DATE: February 5, 2014
Applicable Land Use Regulation: Village Code Sec. 121-249, Business Planned Dev.
VILLAGE ATTORNEY REVIEW: <input checked="" type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input checked="" type="checkbox"/> Documents provided to Village attorney.
COMPREHENSIVE PLAN REVIEW: <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan.

ANALYSIS:

Rogers Memorial Hospital is proposing to remodel and occupy the entirety of the 4600 W. Schroeder Drive building which previously housed Rogers offices, and a software company with the remaining space vacant. The remodel would involve minimal changes to the exterior of the building and site. The largest changes to the site would be an enlargement of the rear drop off driveway on the east side of the building as well as the addition of decorative fencing to enclose newly developed outdoor activity areas. The majority of the changes to the property will occur on the interior as the facility will be updated to meet new health, safety and fire code standards.

The property is located in the Opus North Business Park and zoned BPD- Business Planned Development. Although there has been hospital users at this location in the past, a new agreement is required if the user changes. Staff has created a draft development agreement (attached) for review. It contains typical Village language to guide the operation of the site and also provisions to address compensation in lieu of taxes to offset projected costs to the Village particularly from increased Police Department response.

Staff has reviewed the plans for the property renovation and outside of the increased calls for service to the Police Department we have not identified additional problems with the proposed land use. Included for your review are the site plan and building elevation along with a statement of operation for the project.

RECOMMENDATION:

Staff believes the remodel and full occupancy of the 4600 W. Schroeder Drive building is positive and the proposed compensation to offset police services is adequate. Therefore we suggest that the development agreement be favorably recommended to the Village Board. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.



34700 Valley Road, Oconomowoc, WI 53066-4500 P. 262-646-4411 F. 262-646-3158
Admissions or Information 800-767-4411 rogershospital.org

February 10, 2014

Village of Brown Deer
Community Services Department
4800 West Green Brook Drive
Brown Deer, WI 53223
ATTN: Nate Piotrowski

Regards to: Operational Letter
Rogers Memorial Hospital
4600 W. Schroeder Drive

Dear Nate,

Rogers Memorial Hospital has had a presence in Brown Deer for over nine years with a Child and Adolescent Day Treatment program at this location. Recently we have changed from a tenant to owner of the 4600 W. Schroeder Drive property. It is our plan to occupy the entire 58,000 sq. ft. facility with a new inpatient 56-bed behavioral health hospital. Exterior modifications will be minor as we enhance the entry and enclose a portion of the courtyard.

Rogers has an excellent reputation locally and nationally with locations in Oconomowoc, West Allis, Kenosha, Madison and Brown Deer. With offering inpatient care at this facility, safety and quality of environment are of utmost concern for our patients, staff and family members. This will be reflected in a secured facility both internally as well as in designated outdoor areas.

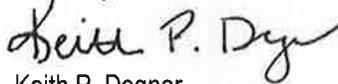
The following is an informational list for Village consideration of operational and design intent:

- Our anticipated staff size will be 300.
- It will be a 56-bed Inpatient Behavioral Health Hospital.
- The existing building's day treatment program (current tenant) will be relocated from, but in close proximity to, this facility.
- We anticipate 6 ambulance visits per year.
- Existing site access will remain as is.
- Existing site parking (121 stalls) will meet Rogers' current needs. This is 2.16 stalls per bed.
- Site lighting at this time remains as is. In the future, Rogers will do a life-cycle analysis to replace existing fixtures with new LEDs. We understand that we will need Village approval prior to implementing any changes. We are looking at this time to enhance the entry with low voltage landscape and wall sconce fixtures per the site plan. This is only in a select area by the entry.

- We will be adding a new trash dumpster enclosure at the southeast corner of the site. See the site plan. This will be constructed of masonry brick veneer walls matching the current façade bricks. The gates will be aluminum painted to match existing window frames/doors.
- The south end of the site will be modified for outdoor secured patient dining, staff dining and new generator location. See the site plan. Screening will be a combination of masonry brick veneer walls, decorative aluminum fencing, and new buffering landscape planting.
- We will have a new east patient entry point for ambulance and police access. This will require a new asphalt drop-off drive. See the site plan.
- We will be providing five secured outdoor patient areas. See the site plan. These areas will be controlled by decorative fencing and visually buffered by landscape plantings.
- We will have 6 trash pickups per week. These will occur during office hours.
- Food deliveries will be 3 times per week during office hours.
- All snow and lawn maintenance will be by Rogers. Equipment will be housed off site.
- Visiting hours will be from 5 to 7 p.m. We do anticipate occasional overnight stays at the adjacent hotels by visiting family members.
- We anticipate start of remodeling in April of 2014 with completion and occupancy in March of 2015.

Rogers has been a behavioral health care leader for more than 100 years. Our experience and quality of care will continue to grow for the Brown Deer community. We can provide municipal references if requested, and look forward to meeting the Village leaders.

Sincerely,



Keith P. Degner
Executive Vice President/Chief Financial Officer
Rogers Memorial Hospital



Rogers Memorial Hospital: An Overview

Rogers Memorial Hospital, established in 1907, is Wisconsin's largest, private, unaffiliated, not-for-profit psychiatric and addiction services hospital. As an organization, Rogers exists to offer life-changing healthcare. Over the past 20 years, Rogers has grown into a nationally recognized leader known for its unique mix of specialty behavioral health care services offered within one system at several locations. Rogers' professionals follow a psychiatry-based model of evidence-based care focused on treatment of obsessive-compulsive disorder and related anxiety disorders; depression and other mood disorders; eating disorders; and addiction (alcohol and other drugs). Rogers is accredited by the Joint Commission and State of Wisconsin.

Rogers is committed to responsive, quality health care, patient satisfaction, cost-effective care and outstanding clinical outcomes. A few facts about Rogers:

- More than 1,000 employees
- Five locations: Oconomowoc, West Allis, Brown Deer, Kenosha, Madison
- A comprehensive continuum of care: **inpatient, residential, partial hospitalization and intensive outpatient**
- More than 9,000 patient admissions in FY 2013 with 90 percent of patients come from Wisconsin. However, our residential programs draw 75 to 85 percent of their patients from across the country and around the world.
- One of the few places nationally with intensive cognitive behavioral therapy services for children, teens and adults.
- A medical staff of more than 65, led by nearly 30 full-time employed psychiatrists and physicians, along with dedicated clinical psychologists who engage patients daily.
- As Wisconsin's largest provider of behavioral health services, Rogers provides nearly 45 percent of southeastern Wisconsin's inpatient services.

Community health needs assessments have pointed out the need for more behavioral health services. Rogers' proposal to open a third hospital will help fill those needs in the northeast Milwaukee region. The portfolio of services would match programming offered at Rogers' other locations.

Rogers Memorial Hospital anchors Rogers Behavioral Health System. In addition to the hospitals and related outpatient facilities, the system includes: Rogers Memorial Hospital Foundation, Rogers Partners in Behavioral Health, Rogers Center for Research and Training and Rogers InHealth.

ROGERS SERVICES BY LOCATION

Rogers offers four levels of care:

- Inpatient coverage, 24/7;
- Residential, intensive treatment averaging 45-60 days;
- Partial hospitalization, often 6-7 hours a day, seven days a week; and,
- Intensive outpatient, often 3-4 hours a day, five days a week.

LOCATION	PROGRAM	LICENSED/CAPACITY	TOTALS
Brown Deer	Inpatient Hospital	0	0 (56 in 2015)
	Partial Hospital	46 (Current)	46 (80, Future)
	Partial/Intensive Outpatient	80 (Future)	
Oconomowoc	Inpatient Hospital	90	90
	Partial Hospital	28	180
	Intensive Outpatient	30	
	Residential	122	
West Allis	Inpatient Hospital	80	80
	Partial Hospital	130	172
	Intensive Outpatient	44	
Kenosha	Partial Hospital	46	58
	Intensive Outpatient	12	
Madison	Partial Hospital	24	32
	Intensive Outpatient	8	

BROWN DEER 4600 W. Schroeder Drive, Brown Deer, WI 53223

Here Rogers has provided child and adolescent day treatment services to Brown Deer and surrounding communities for nearly a decade. Going forward, Rogers plans to renovate the former hospital building into a 56-bed facility evenly dedicated to children/adolescents and adults. In addition, an adjacent office building will house day treatment and intensive outpatient programs. Treatment will focus on specialty areas for which Rogers is well known: obsessive-compulsive disorder and related anxiety disorders; depression and other mood disorders; eating disorders; and addiction. Rogers expects an anticipated staff size of 300.

Child and Adolescent Services (Day Treatment/Partial)

Future: Inpatient, Partial, Intensive Outpatient (Adult, Child and Adolescent)

OCONOMOWOC 34700 Valley Road, Oconomowoc, WI 53066

Rogers' Oconomowoc location, established in 1907, is Rogers' oldest location and includes all levels of care, including residential treatment programs. Located on an 80-acre campus amid lakes and woods, the Oconomowoc campus also serves as the corporate headquarters for Rogers Behavioral Health System.

General Mental Health/Adult (Inpatient Partial Hospital)

Child and Adolescent (Inpatient, Child and Adolescent Residential)

Eating Disorders (Inpatient, Inpatient Child and Adolescent, Residential, Partial)

OCD and Anxiety Disorders (Residential, Partial; Intensive Outpatient for Adult, Children, Adolescents)

FOCUS Mood Disorders (Residential)

WEST ALLIS 11101 W. Lincoln Ave., West Allis, WI 53227

Rogers' West Allis location is a combination of a hospital inpatient treatment setting and day or evening programs within an urban setting. This facility serves as a training site for inpatient psychiatry rotations in conjunction with the Medical College of Wisconsin and the American Psychology Association. The Rogers Center for Research and Training is based here.

Adult (Inpatient, Partial, Intensive Outpatient)

Child and Adolescent (Inpatient, Day Treatment/Partial)

Addiction Treatment (Withdrawal Management, Intensive Outpatient)

Eating Disorders (Partial Hospital)

OCD and Anxiety Services (Partial Hospital)

KENOSHA 9916 75th St., Kenosha, WI 53142

Rogers has two programs at our Kenosha location, with plans for expansion in spring 2014. During the day, the child and adolescent day treatment program provides comprehensive, year-round mental health treatment in a safe and structured setting. On evenings and weekends, patients with addiction to alcohol or other drugs get intensive treatment while maintaining obligations to family, school or work.

Child and Adolescent (Day Treatment/Partial)

Addiction (Intensive Outpatient Program)

MADISON 406 Science Drive, Madison, WI 53711

Rogers' Madison location in the University Research Park offers services that complement existing programs in the Madison area. Since opening its first program for eating disorders treatment, Rogers has expanded its menu of services to four programs all offered during the day.

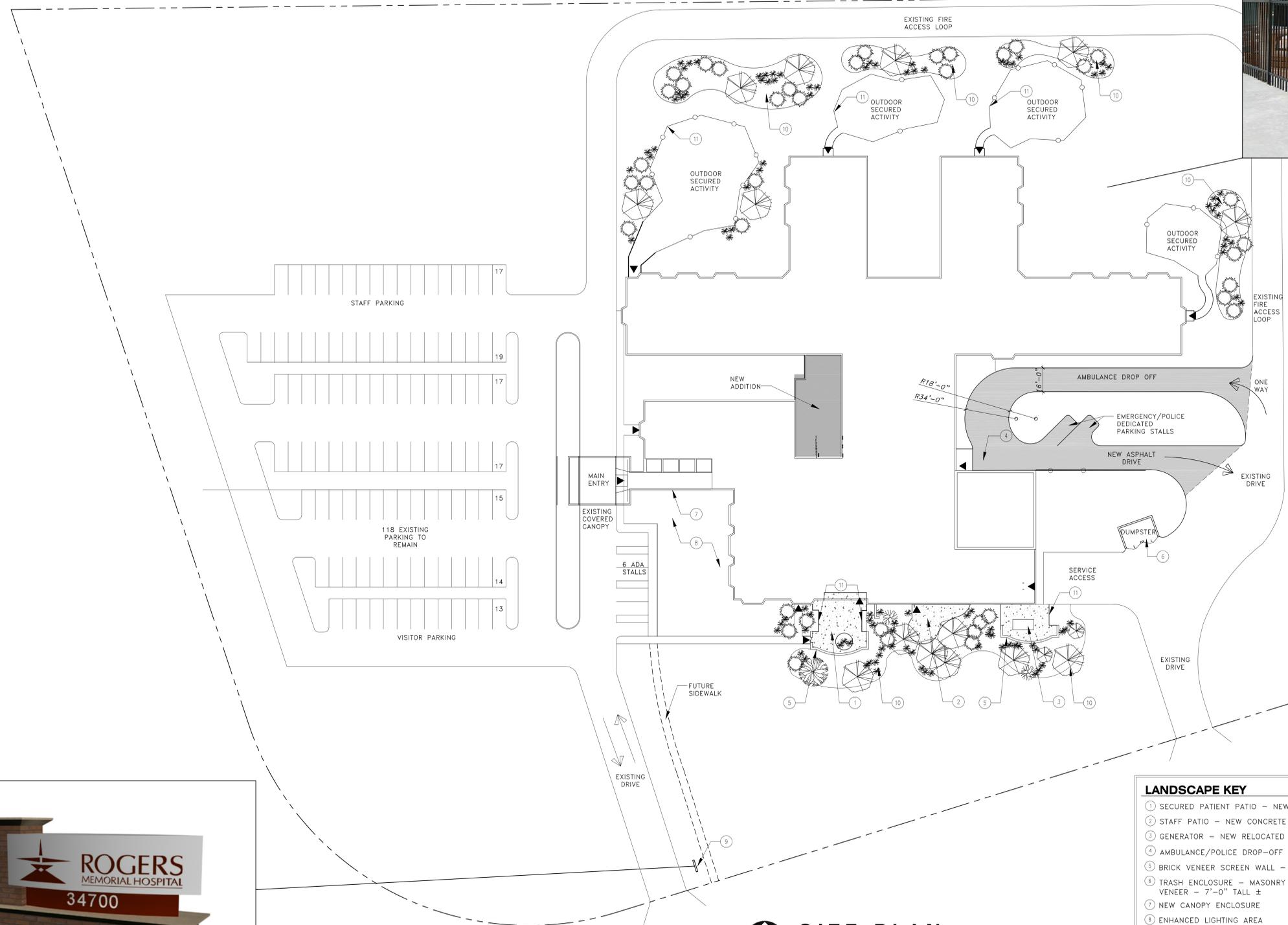
Adult (Partial/CBT for Depression and Anxiety; Partial/General Mental Health)

Eating Disorders (Partial)

OCD and Anxiety Disorders (Intensive Outpatient)



SECURITY FENCE
(SEE NOTE 11)



LANDSCAPE KEY

- ① SECURED PATIENT PATIO - NEW CONCRETE SURFACE
- ② STAFF PATIO - NEW CONCRETE SURFACE
- ③ GENERATOR - NEW RELOCATED AREA
- ④ AMBULANCE/POLICE DROP-OFF - NEW ASPHALT DRIVE
- ⑤ BRICK VENEER SCREEN WALL - 7'-0" TALL ±
- ⑥ TRASH ENCLOSURE - MASONRY WALLS W/ BRICK VENEER - 7'-0" TALL ±
- ⑦ NEW CANOPY ENCLOSURE
- ⑧ ENHANCED LIGHTING AREA
- ⑨ NEW MONUMENTAL SIGN
- ⑩ PLANTING BUFFERS
- ⑪ ALUMINUM (BLACK FINISH) SECURITY FENCE PER ATTACHED PHOTO

SITE PLAN
SCALE: 1" = 30'-0"



Project Intro
Roger's Memorial Hospital
4600 W. Schroeder Drive
Brown Deer, WI

No.	Revision	Date	By

Sheet Title:
Site Plan

Project Number:
95169-BG

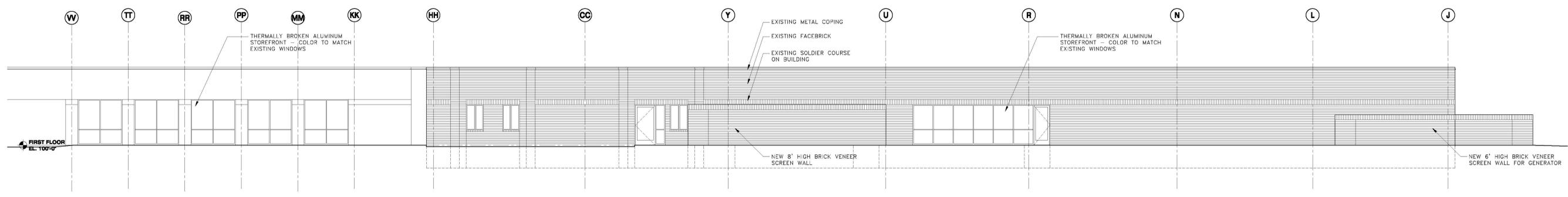
Date:
February 10th, 2014

Drawn by:
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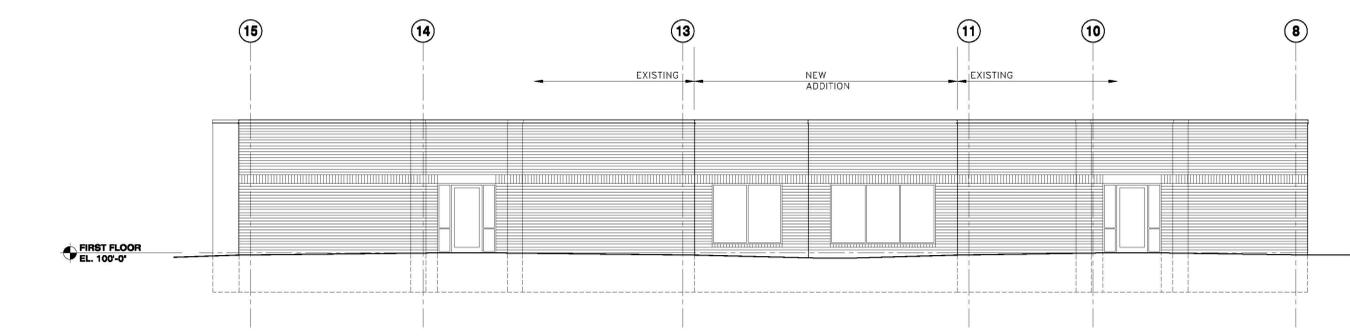
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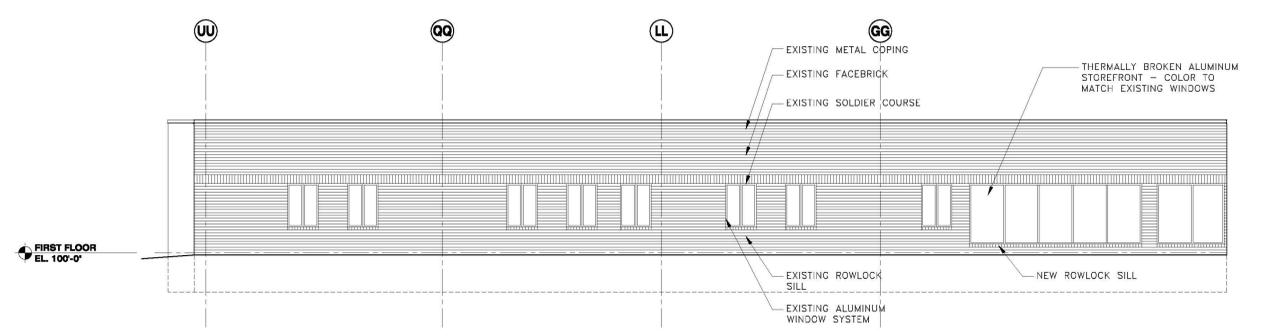
No.	Revision	Date	By



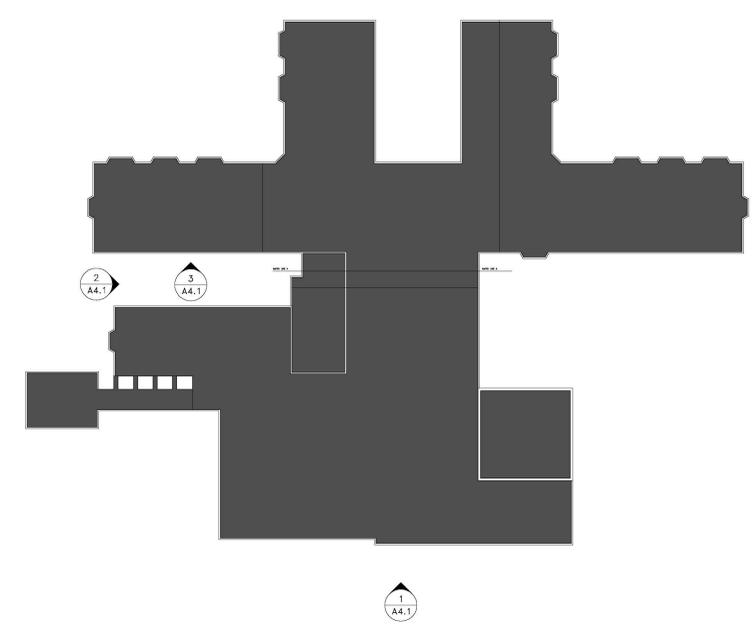
1 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



2 WEST ELEVATION - WEST COURTYARD
 SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION - WEST COURTYARD
 SCALE: 1/8" = 1'-0"



1 A4.1

**ROGERS MEMORIAL HOSPITAL
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT entered into this ____ day of _____, 2014 (hereinafter referred to as the "Agreement"), by and between **ROGERS MEMORIAL HOSPITAL**, a Wisconsin Company, hereinafter referred to collectively or individually as "Developer", and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin, hereinafter referred to as "Village".

WITNESSETH:

WHEREAS, on October 18, 1982 **OPUS CORPORATION**, a Minnesota Corporation and the **VILLAGE OF BROWN DEER** entered into an agreement for the development of Opus North Business Park, said Agreement being recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin on November 2, 1982, as Document #5573736, in Reel 1480, Images 581-650, inclusive, said Agreement appertaining to the following described real estate:

WHEREAS, Developer owns certain real estate at 4600 W. Schroeder Drive, tax key _____ being Lot 1 in Opus North Business Park, being a Subdivision of a part of the SW ¼, SE¼ of the NE ¼ of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin (collectively, the "Property"); and

WHEREAS, a request has been made to the Village Board of The Village of Brown Deer, Milwaukee County, Wisconsin, by Developer for approval of a Development Agreement authorizing the establishment of an inpatient hospital on said Lot 1 of the plat of Opus North Business Center (hereinafter referred to as the "Property"); and

WHEREAS, in accordance with the aforesaid Development Agreement, and all subsequent amendments (Document numbers _____) "hospitals and related medical uses" are allowable uses in Opus North Business Park; and

WHEREAS, said Property is located in the BPD Business Planned Development Zoning District and the aforementioned uses are permitted in said district; and

WHEREAS, said District regulations and previous agreements require that a development plan be approved for the Property; and

WHEREAS, the Developer has submitted this document and plans as the Development Plan required pursuant to the Zoning Code and the October 18, 1982 Agreement; and

WHEREAS, the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood involved.

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

1. Except as specifically permitted herein, no other building shall be constructed and no additions thereto shall be made on the Property without prior written approval of the Village Board.
2. Developer is hereby authorized to alter the Development on the Property in accordance with plans as approved by the Village, said plans attached hereto, made a part hereof and marked as follows:

Exhibit 1, Site Plan

Exhibit 2, Elevations

Exhibit 3, Landscaping Plan

Exhibit 4, Statement describing general character of the Development

Exhibit 5, Floor Plan

3. The Developer agrees that all plans for public and private improvements to serve the Development shall be approved by the Village and/or Building Inspector, as applicable, before such plans can be implemented. Implicit in this covenant is the right of the Village to require plan revisions, not inconsistent with applicable ordinances.

4. The Developer agrees to pay all reasonable expenses which the Village may incur by virtue of inspections, plan review, legal and engineering costs and studies appertaining to the Development. Expenditures which the Village may incur, by virtue of inspections, plan review, legal and engineering costs and studies appertaining to the Development are estimated not to exceed \$_10,000____; however, in the event the Village incurs any expenditures which are not contemplated or foreseen at the date of this Agreement, said expenditures may exceed the \$_10,000____ amount.

5. Developer agrees to pay for 50% of the cost should a public sidewalk be extended from N. Green Bay Road along the Property's frontage.

6. The Developer shall promptly pay the costs of work undertaken by Developer and does hereby indemnify the Village from any loss and hold it harmless from any liability for any debts or claims alleged to be due from the Developer to any person, including any agent, contractor, employee or subcontractor employed by or under Developer.

7. Developer shall provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, including organic composter and pallet storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials. The design for the enclosures shall be a part of the required Site Plan or Elevations (Exhibit 1 or 2).

8. Developer shall abide by applicable provisions of all Village ordinances, including the Building Code, Zoning Code, Fire Prevention Code, construction site erosion control, and storm water management ordinances.

9. Building permits for the construction of the proposed new improvements associated with the Development may be issued upon recording of this Agreement with the Register's Office and after the Developer has deposited funds to pay for the cost of legal, administrative and engineering fees as set forth in paragraph 4 above. No building permit shall be issued until the building's construction plans have been approved by the Wisconsin Department of Safety and Professional Services and the Village Building Board. Furthermore, no building permit shall be issued until a written statement is received from the supervising registered architect or engineer assuring the following statements:

- a) The complete construction of said building shall be under the immediate supervision and control of said architect or engineer.
 - b) The registered architect or engineer shall supply to the Village Building Inspector, upon request, a certified report of any construction inspection deemed necessary by the Building Inspector. Such certified report shall state in detail that all construction work has been executed in accordance with all applicable sections of the Wisconsin Administrative Code, approved plans, specifications and terms of the applicable permit.
 - c) No change in plans or specifications, which involve any provisions of the Wisconsin Administrative Code, Chapters SPS 361 through SPS 364, or Chapter SPS 366, shall be made unless such change is signed, sealed and dated by the architect, engineer, or designer who made the change and approved by the Wisconsin Department of Safety and Professional Services and/or the Village Building Inspector.
 - d) Prior to the issuance of an Occupancy Permit, the registered architect or engineer shall submit to the Village Building Inspector a completion statement in the form required by the Wisconsin Department of Safety and Professional Services.
10. No building authorized by this Agreement shall be occupied until an Occupancy Permit has been issued by the Village Building Inspector (which may include a temporary occupancy permit). An occupancy permit will not be issued unless all improvements and construction for said building are completed substantially as required by this Agreement and also as may be required by Wisconsin law and Village ordinance, provided that any final lift of asphalt and/or landscaping delayed due to inclement weather shall not delay issuance of a temporary occupancy permit.
11. All heating, ventilating and air conditioning (HVAC) mechanical equipment, whether sited on the ground or on the roof of the building, shall be effectively screened from public view. The design for this required screening shall be a part of the elevations submitted for approval to the Village Building Board, and said approval must be obtained prior to the issuance of a building permit. HVAC mechanical units shall comply with the Village noise ordinance.
12. There shall be no unenclosed storage of supplies, scrap, remnants or other waste material, except during the period of construction of the Development or as otherwise approved by the Village Board.
13. Developer shall establish a recycling program in accordance with Wisconsin State Statutes and the Village's recycling ordinance. A collection system with adequate storage containers for recyclables must be provided or all trash generated, including recyclables, must be collected and transported to a processing facility that separates and recycles banned items.
14. Developer shall landscape in accordance with the Landscaping Plan as approved by the Village Beautification Committee (Exhibit 3). All landscaping on the Property and ingress and egress drives shall be maintained by the Developer in a state of good maintenance and repair as determined by the Village Manager and in default thereof, the Village may provide written notice to Developer, and if Developer fails to correct the default within no less than 30 days after such notice is delivered to Developer, the Village may do so and assess the cost against the Property, consistent with Wisconsin Statutes section 66.0627. Grass shall be kept cut to a height of not more than 4 inches. Landscaping for this purpose shall mean bushes, shrubbery, trees, grass and

other items or appurtenances necessary to maintain a pleasing and attractive appearance.

15. Signs on the Property shall, at all times, conform to Village sign regulations as found in Article IX of the Village Zoning Code.

16. Storm water management measures shall be in accord with the Village Storm Water Management Ordinance.

17. Developer shall comply with Village Zoning Code performance standards relating to noise, vibration, odor, smoke and dust. .

18. Lighting of the Property shall meet or exceed appropriate national standards for exterior lighting. Any changes to exterior lighting plans for the Property shall be reviewed and approved by the Village Police Department prior to modification. Illumination of off-street parking and loading areas shall be arranged to shield the adjacent residential property from direct ray or light and glare. All lighting, except security lighting, shall be extinguished no later than thirty (30) minutes after the close of business except as may otherwise be authorized by the Village Board. All lighting fixtures shall be maintained in working order.

19. The exterior servicing, processing, storage, display or sale of inventory, supplies or merchandise is prohibited.

20. The hours that the Development may be open for business shall be twenty-four hours, seven days a week.

21. No person, firm or corporation shall engage in delivery, loading or unloading in conjunction with the operation of any business establishment on the Property unless such operations are conducted in accord with the conditions of this Agreement.

a) Deliveries of products and inventory to the Property may only occur between the hours of 7:00 a.m. to 9:00 p.m. daily.

b) Delivery truck parking shall only be for the reasonable time period required to load and unload the trucks. All deliveries of products and/or inventory to the Property shall occur via entrances and/or loading docks along the west side of the building.

c) Delivery trucks and trailers shall be turned off/shut down while waiting to or completing a delivery on the Property.

22. Developer shall provide parking spaces to serve the building in accordance with the requirements of Article VIII of the Village Zoning Code.

a) Access drives are exclusively for ingress and egress for customer and employee vehicles and delivery trucks. Parking lots are exclusively for parking for customer and employee vehicles. All parking shall occur in parking stalls designated in the Site Plan (Exhibit 1) as off-street parking and no parking shall be allowed on interior drives.

c) The parking lots shall not be used by rental agencies for parking of rental trailers, trucks, automobiles or other vehicles.

d) The parking of motor vehicles, with attached advertising graphics and/or logos,

intended to act as additional signage for the Development is prohibited.

e) Exterior parking or storage of recreation vehicles, trailers, structures, un-mounted campers or un-mounted boats or snowmobiles is prohibited.

g) Developer shall prohibit the use of parking on the Property that is not accessory to the existing uses thereon. Junk and/or abandoned vehicles shall be removed by the Developer within 5 days of receipt of written notification from the Village.

23. Any applicable permit, license or approval shall be obtained from the governmental authority with jurisdiction prior to commencing construction and/or operation of the Development.

24. If there are any code, law, ordinance or regulation violations or any hazardous conditions with respect to any use of the Property by Developer or any building or site improvements on the Property, Developer shall correct any hazardous conditions immediately and shall correct any other violations within thirty (30) days of written notification from the Village. This provision does not limit the Village from taking other action to enforce any provisions of Village ordinances or this Agreement.

25. The Developer agrees to safeguard the building on the Property from fire as follows:

a) Fire lanes shall be maintained, posted and lighted as directed by the Police Department of the Village and no parking shall be allowed in such fire lanes.

b) Approved automatic sprinkler equipment shall be installed in the building in conformity with NFPA Standard No. 13, and shall be maintained as specified in NFPA Standard No. 25. Plans for this sprinkler system shall be submitted to and approved by the North Shore Fire Department.

c) The entire fire protection and prevention system in the building shall be connected to a central alert system so as to effectively alert occupants within the building. This alert system shall be connected to the North Shore Fire Department system. No phase of this building will be allowed to be occupied until the complete fire prevention and protection system of the building has been installed by the Developer and tested and approved by the North Shore Fire Department.

d) Service drives and water mains together with fire hydrants on the Property must be installed before any combustible portion of the building at the Property is built. All service and access drives to the Property and accessibility to all fire hydrants at the Property must be maintained in a condition suitable for travel of fire apparatus. Sufficient fire hydrants must be installed upon the Property in accordance with the Village Fire Prevention Code.

e) The Developer and all subsequent owners or occupants of the Property shall insure that all private alarm systems maintain an on-call maintenance service available during the hours that such system is in operation. The Developer shall furnish the Village Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur on the Property. This information shall be submitted to the Village Police Department ten (10) days prior to the installation of any new alarm system. Additionally, notification of any change in the

person or persons to be contacted shall be made ten (10) days prior to the actual change in the person(s) to be contacted.

f) The Developer shall maintain a Fire Department Knox Box, to house a Master Key to all doors and sprinkler and alarm systems and shall contact the North Shore Fire Department for application and details in installation.

27. The Developer agrees to safeguard the building on the Property with respect to crime prevention as follows:

a) Prior to occupancy of the building, a plan of the proposed building shall be provided to the Village Police Department showing the use, type, size and location of security crime prevention equipment to include, but not be limited to the following: Locking devices and related components (mechanical and electrical), doors, door systems (internal and external), vent covering methods (for openings 10 inches by 10 inches or greater), glazing materials, electronic detection devices (power source location and protection), luminaries (internal and external), point protection devices, area protection devices and any other crime prevention/detection equipment that is or may be utilized on the Property.

b) Prior to occupancy of the building, the Developer shall provide the Village Police Department with a statement describing proposed procedures to be utilized with respect to patient safety and proposed security system/hardware indicated above.

c) Prior to occupancy of the building, the Developer will meet with a representative of the Village Police Department to conduct a crime prevention evaluation and to make recommendations to the Developer on how to reduce criminal opportunity on the Property. Additionally, the Village Police Department, will advise the Developer how to increase building protection by use of security equipment, electronic surveillance and any other crime prevention techniques which may improve both occupancy and site protection. The Developer shall meet with the Police Department annually to review crime prevention measures. The meetings shall be held more frequently if deemed necessary by the Police Department. Failure to adhere to annual meetings or requests of the Police Department shall initiate a review of this agreement by the Village Board and possible rescission of the agreement by the Board.

28. The Developer agrees to install and maintain bicycle parking locations as depicted on Exhibit 1.

29. The Developer agrees to pay its proportionate share of the cost of electric energy and maintenance for the operation of the Opus North Business Park ornamental street lighting system. The cost of electric energy and maintenance shall annually be assessed against the benefited parcels by the Village without notice or hearing. The annual assessment assigned to each lot or parcel in the Development shall be apportioned on the basis of acreage. The determination by the Village Manger of the amount of such assessments shall be final and such assessments shall be collected as a special tax.

30. Developer agrees to provide, in its sole discretion, such mental health services as may be available to persons taken into custody by the Brown Deer Police Department, and who might otherwise be conveyed to county medical facilities. The parties acknowledge that the value of the provision of such services has been taken into consideration in the Village agreeing to provide

services as described in paragraph 31 of this Agreement.

31 a.) The Village of Brown Deer Police Department, shall provide response and call services for matters including 911 response, assault, Chapter 51, conveyance, disorderly conduct, juvenile complaints, missing persons, requests for assistance, run aways, suspicious activities, sex offenses, thefts, trouble calls, vandalism, or similar matters consistent with the provision of protective services within the Village of Brown Deer. In consideration of such services, Developer shall pay, amortized upon a monthly basis, beginning the first month following the commencement of occupancy and operation by Developer, the sum of \$110,000.00 per year. This sum shall be amortized in twelve (12) equal monthly installments. Beginning with the thirty-seventh (37th) month after commencement of operation such sum shall be increased by 2.5% per annum, such increase also being amortized on a monthly basis. Thereafter, after beginning with the seventy-second (72nd) month, such sum as then being paid shall be increased by the sum of 2.5% per annum, such increase also being amortized on a monthly basis. Beginning with the one hundred and ninth (109th) month, such sum as then being paid shall be increased by the sum of 2.5% per annum, such increase also being amortized on a monthly basis.

31 b.) It is further agreed by and between the parties that should all or part of the premises commonly known as 4555 Schroeder Drive be determined to be exempt for real estate or personal property tax purposes, that the aforescribed payments in paragraph 31a of this agreement shall be deemed as applicable to the property at 4555 Schroeder Drive and that no additional compensation will be sought with respect to those premises during such times as this agreement is in full force and effect.

32. This Agreement is hereby approved, including the attached Exhibits 1 through 5, and is accepted as meeting the criteria set forth in the Village Zoning Code, and once any required conditional use is approved, this Agreement is also accepted as meeting the regulations relating to the BPD Business Planned Development District.

33. The covenants, agreements, restrictions and provisions herein contained constitute covenants running with the land and shall be binding on all parties, their heirs, assigns and successors having an interest in the Property for a period of twenty-five (25) years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten (10) years. However, upon a showing of reasonable cause, the Village Board may relieve the Developer from such covenants, agreements, restrictions, or any of them, before the expiration of twenty-five (25) years or thereafter by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or in equity by the Village against any person or persons violating or attempting to violate the same. At such time as Developer transfers or conveys the Property (after completion of the Development and issuance of a certificate of occupancy), any transferee shall then be liable for all obligations hereunder that arise after the date of such transfer. The Village shall receive written notification of any transfer or conveyance of the Property.

34. The invalidity of any of the covenants herein contained declared by any judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

35. All notices hereunder must be in writing and shall be deemed validly given if delivered personally, sent via facsimile or by certified mail, return receipt requested, addressed as follows:

If to Village, to: Community Services Department – Planning/Zoning

Village of Brown Deer
4800 W. Green Brook Drive
Brown Deer, WI 53223-2496
Fax (414) 371- 3053

If to Developer, to:

Rogers Memorial Hospital
34700 Valley Road
Oconomowoc, WI 53066
Fax: 262-646-3158

