

**FIRST AMENDMENT TO 1997 SETTLEMENT
AND COOPERATION AGREEMENT**

This First Amendment to the 1997 Settlement and Cooperation Agreement ("First Amendment") is made and entered into by and between the **Village of Pleasant Prairie**, the **Pleasant Prairie Water Utility**, the **Pleasant Prairie Sewer Utility (formerly Pleasant Prairie Sewer Utility District "D"**, the **Pleasant Prairie Sewer Utility District No. "1"**, and the **Pleasant Prairie Sewer Utility District "F"**) (collectively "**Pleasant Prairie Entities**") and the **Town of Bristol**, the **Town of Bristol Utility District No. 3**, the **Town of Bristol Water Utility District No. 5** and the **Town of Bristol Water Utility District** (collectively "**Town Entities**") and the **Village of Bristol** as its interest may appear. The **Town Entities** and the **Village of Bristol** collectively are referred to as the "**Bristol Entities**".

WITNESSETH:

WHEREAS, the **Pleasant Prairie Entities** and the **Town Entities** entered into the 1997 Settlement and Cooperation Agreement effective as of November 7, 1997, which Agreement was intended to resolve the then-current disputes between the **Pleasant Prairie Entities** and the **Town Entities** and to create a framework for resolution of future issues which may arise between the Parties; and

WHEREAS, the Parties have recognized that certain changed circumstances have arisen over the last 13 years which require this First Amendment; and

WHEREAS, pursuant to paragraph 8 of the 1997 Settlement and Cooperative Agreement a portion of the **Town of Bristol** has now been incorporated as the **Village of Bristol**; and

WHEREAS, the **Village of Bristol** has filed a petition for a referendum election under Wis. Stats. Section 66.0219 as Case No. 10-CV-0829 Kenosha County Circuit Court, to allow the electors in the remaining **Town of Bristol** to determine whether or not the remnant **Town of Bristol** should remain independent or should become part of the **Village of Bristol**;

WHEREAS, **Pleasant Prairie Entities** have given written notice that they believe the Petition of the Village of Bristol violates various provisions of the 1997 Settlement and Cooperation Agreement and the **Village of Pleasant Prairie** has moved to intervene into Case 10-CV-829 and opposed that petition and the **Town of Bristol** has given written notice that it believes **Pleasant Prairie's** opposition is a violation of the 1997 Settlement and Cooperation Agreement;

WHEREAS, the **Village of Bristol** and **Town of Bristol** have opposed **Pleasant Prairie's** Motion to Intervene in Case No. 10-CV-829; and

WHEREAS, certain development proposals within the **Village of Pleasant Prairie** and the **Town of Bristol** have necessitated the alteration of the Village Growth Area as defined in paragraph 1 of the 1997 Settlement and Cooperation Agreement and to make certain modifications to the original Agreement; and

WHEREAS, the Parties hereto do wish to memorialize their understandings concerning their relationship as of the date hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto do hereby enter into the following agreements:

1. **Incorporation of Recitals.** The foregoing Recitals are made a part of this Agreement.
2. **Alteration of Village Growth Area.** (a) The Parties hereto do hereby pursuant to subsection 1(p) of the 1997 Settlement and Cooperation Agreement amend the configuration of the Village Growth Area to add the following areas to the Village Growth Area: 35 acres, more or less, owned or to be owned in the near future by Route 165, LLC, in accordance with the legal description and diagram collectively attached hereto as Exhibit A; and (b) The **Town of Bristol** also agrees to work with the owners of Parcels 35-4-121-254-0305, 34-4-121-254-0420 and 35-4-121-361-0100 and 35-4-121-362-0100 presently within the **Town of Bristol** owned by Michael Ries, Ries Partners, L.P. and the Society of St. Francis to determine whether those properties would more appropriately be included in the Village Growth Area and what the terms and conditions of such inclusion may be.
3. **Annexation Referendum.** For and in consideration of covenants contained in this First Amendment, the **Pleasant Prairie Entities** agree to withdraw their opposition and, rather, will support the annexation referendum petitioned for by the **Village of Bristol** in Kenosha County Circuit Court Case No. 10-CV-0829 and any future referenda if necessary. The **Town of Bristol** and the **Village of Bristol** commit to detaching the lands described in paragraph 2(a) pursuant to the procedures of Wis. Stat., Section 66.0225, it being mutually agreed that the current petition for annexation referendum filed under Wis. Stat. Section 66.0219 which is contested by the **Village of Pleasant Prairie** is a contested boundary action within the meaning of Wis. Stat., Section 66.0225. If the referendum fails, the Town of Bristol will not oppose any annexation or land transfer of the lands described on Exhibit A under Wis. Stat. Section 66.0217 or under provision 1(o) of the 1997 Settlement and Cooperation Agreement. This agreement shall also be considered as an agreement contemplated under Wis. Stat. Section 66.1105(4)(gm)1 between the **Village of Pleasant Prairie** and the **Town of Bristol** to allow for the lands described in paragraph 2(a) to be included within a Tax Incremental Financing District less than three years after the lands move from the Town to the Village.
4. **Cooperation respecting Water and Sewer.** To the extent that approval from the City of Kenosha, Kenosha Water Utility, Southeastern Wisconsin Regional Planning Commission or other entity is required in order to provide water and sewer service to the parcels moving into the Village Growth Area, the **Village of Pleasant Prairie** and the **Bristol Entities** agree to cooperate and jointly move for such approval. In addition, the **Bristol Entities** will seek cooperation from the City of Kenosha with respect to these issues within the First Amendment to the City of Kenosha/Town of Bristol Cooperative Plan.
5. **Route 165, LLC and Uline Commitments.** In consideration of the commitments made above, and for purpose of allowing buildings owned and constructed by Uline, Inc., a Delaware corporation, and Route 165 LLC, a Delaware limited liability company (collectively "Uline") to be located in one jurisdiction, i.e., Uline will maintain a berm and landscaping plan along the West and South portions of the Uline property to buffer the visual and light pollution impacts of its development from surrounding properties in the

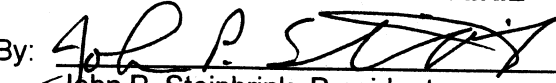
Town of Bristol. The landscaped and bermed area and the lighting plan shall be subject to the approval of the **Town of Bristol**, which will not be unreasonably withheld. Further, the inclusion of the Uline property in the Village of Pleasant Prairie's Growth Area is offered as consideration for the timely receipt of the revenue sharing payments to be made by Uline to the **Town of Bristol** though the transfer of land from the **Town of Bristol** to the **Village of Pleasant Prairie** need not be delayed until the making of those payments. A Memorandum of Understanding among Route 165, Uline, the **Village of Bristol** and the **Town of Bristol** is attached hereto as Exhibit B and is incorporated herein by this reference. Route 165, LLC and/or Uline also agree to create a new CSM or otherwise divide the parcels so that the parcels will be separate parcels in different municipalities.

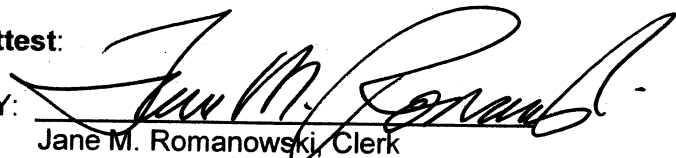
6. **Payment of I-94 Sewer Main Extension Charge and the Sewer Capacity Charge by Bristol Entities.** Both the **Village of Bristol**, the **Town of Bristol** and any impacted Bristol Utility Districts shall pay 50% of amounts received under paragraph 5 to the **Pleasant Prairie Entities** in partial satisfaction of their obligations for pro rata share of the I-94 Sewer Main Extension Charge and the Sewer Capacity Charge.
7. **Commitment to Future Cooperation.** It is recognized by the parties that certain actions and issues may arise in the future which will require mutual cooperation for resolution in or to promote growth in the region. In addition to the provisions contained in the original 1997 Settlement and Cooperation Agreement, the parties hereto do hereby commit to using their best efforts to timely resolve in good faith any future issues relating to relocation of power lines, provision of sewer and water services, implementation of transportation needs, maintenance of natural features and green space and related and similar issues. The costs and burdens of any such resolutions shall be shared in proportionate fair share to the benefits received by the Parties, depending on the nature of the issue involved. By way of example, and not by way of exclusion, if sufficient job creation opportunities require the relocation of the power lines presently within the Village Growth area, the **Pleasant Prairie Entities** and the **Bristol Entities** agree, to provide for the cost of the relocation pro rata via tax incremental financing or otherwise, only (a) if necessary after obtaining sufficient consideration from any private interests related to the job creation opportunity, and (b) if relocation is approved by the Wisconsin Public Service Commission. Either municipality retains the right to take any position it wishes before the Wisconsin Public Service Commission.
8. **Continuation of Prior Agreements.** Except as specifically modified herein, the provisions of the 1997 Settlement and Cooperation Agreement between the **Town Entities** and the **Pleasant Prairie Entities** shall continue in full force and effect and shall be binding upon the **Village of Bristol** as successor to the **Town of Bristol's** interest, including specifically the transfer of lands within the Village Growth area, but still within the **Town of Bristol**. In addition, the Parties recognize and acknowledge the validity of the "City of Kenosha/Town of Bristol Cooperative Plan under Wis. Stat. Section 66.023(2000)."
9. **Further Agreements.** Both the **Pleasant Prairie Entities** and the **Bristol Entities** pledge to sign any agreements, or pass any resolutions needed to accomplish the intent of this agreement, which is to allow for the transfer of the lands set forth above in paragraph 2(a) to the **Village of Pleasant Prairie**, the provision of water and sewer services to those parcels, and the annexation of all remaining lands within the **Town of Bristol** by the **Village of Bristol**.

- 10. **Release of Claims.** For and in consideration of the covenants in this First Amendment, the **Pleasant Prairie Entities** agree to release existing written claims against the **Town of Bristol** and **Village of Bristol** and the **Town of Bristol** and **Village of Bristol** agree to release any existing written claims against the **Village of Pleasant Prairie**.
- 11. **Effective Date.** The effective date of this Amendment shall be the last date signed by any officer of any party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorize officers to execute this First Amendment and the dates written below their respective signatures.

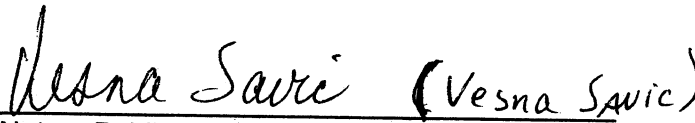
THE VILLAGE OF PLEASANT PRAIRIE

By: 
 John P. Steinbrink, President
 Date: 5-17-10

Attest: 
 BY: Jane M. Romanowski, Clerk
 Date: 5-17-10

STATE OF WISCONSIN)
) SS.
 COUNTY OF KENOSHA)

The foregoing agreement was acknowledged before me this 17th day of May, 2010 by John P. Steinbrink, President and Jane M. Romanowski, Clerk of The Village of Pleasant Prairie.

 (Vesna Savic)
 Notary Public, State of Wisconsin
 My Commission expires: 12-5-2010

[SEAL]

Approved to form:


 Kevin M. Long, Village Attorney

THE TOWN OF BRISTOL

By: Colleen Frisch
Colleen ~~Murphy~~-Fisch, Chair

Date: 5/13/10

Attest:

BY: Amy Klemko
Amy Klemko, Town Clerk

Date: May 13, 2010

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

The foregoing agreement was acknowledged before me this 13th day of May, 2010
by Colleen ~~Murphy~~-Fisch, Chair and Amy Klemko, Clerk of the Town of Bristol.

[Signature]
Notary Public, State of Wisconsin
My Commission expires: 12 permanent

[SEAL]

Approved to form: [Signature]
William F. White, Town Attorney

THE VILLAGE OF BRISTOL

By: Richard J. Gossling
Richard J. Gossling, President

Date: May 13, 2010

Attest:

BY: Amy Klemko
Amy Klemko, Clerk

Date: May 13, 2010

EXHIBIT "A"

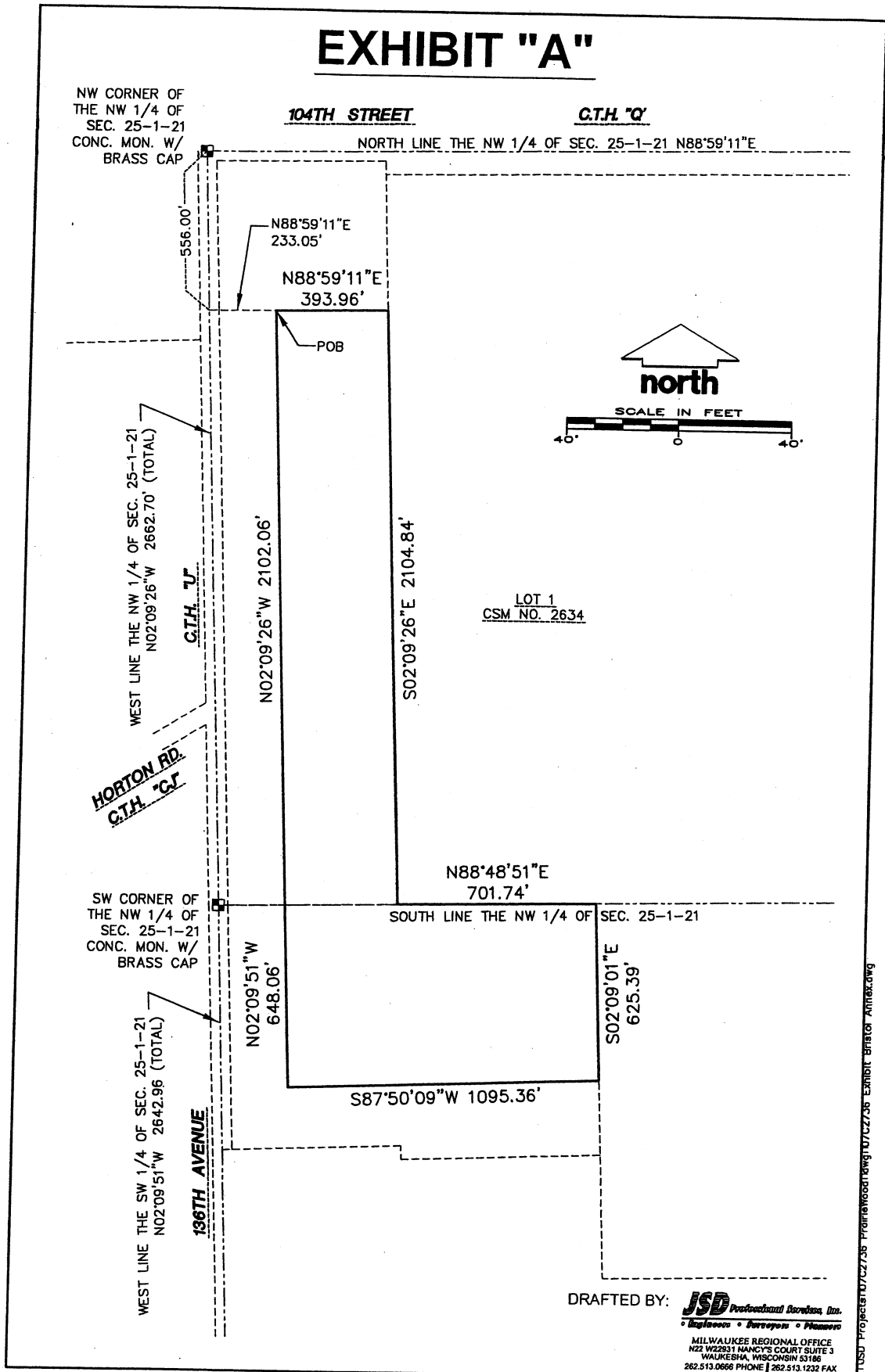
All that part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 1 North, Range 21 East, located in the Town of Bristol, Kenosha County, Wisconsin bounded and described as follows:

Commencing at the northwest corner of said Northwest 1/4 section; thence South 02°09'26" East along the west line of said Northwest 1/4 section, 556.00 feet; thence North 88°59'11" East, 233.05 feet to the point of beginning;

Thence continuing North 88°59'11" East, 393.69 feet to the westerly line of Lot 1 of Certified Survey Map No. 2634; thence South 02°09'26" East, 2104.84 feet to the south line of said Northwest 1/4 section; thence North 88°48'51" East along said south line and along said westerly line, 701.74 feet; thence South 02°09'01" East along said westerly line, 625.39 feet; thence South 87°50'09" West, 1095.36 feet; thence North 02°09'51" West, 648.06 feet; thence North 02°09'26" West, 2102.06 feet to the point of beginning.

Containing in all 1,524,600 square feet (35.0000 acres) of lands, more or less.

EXHIBIT "A"

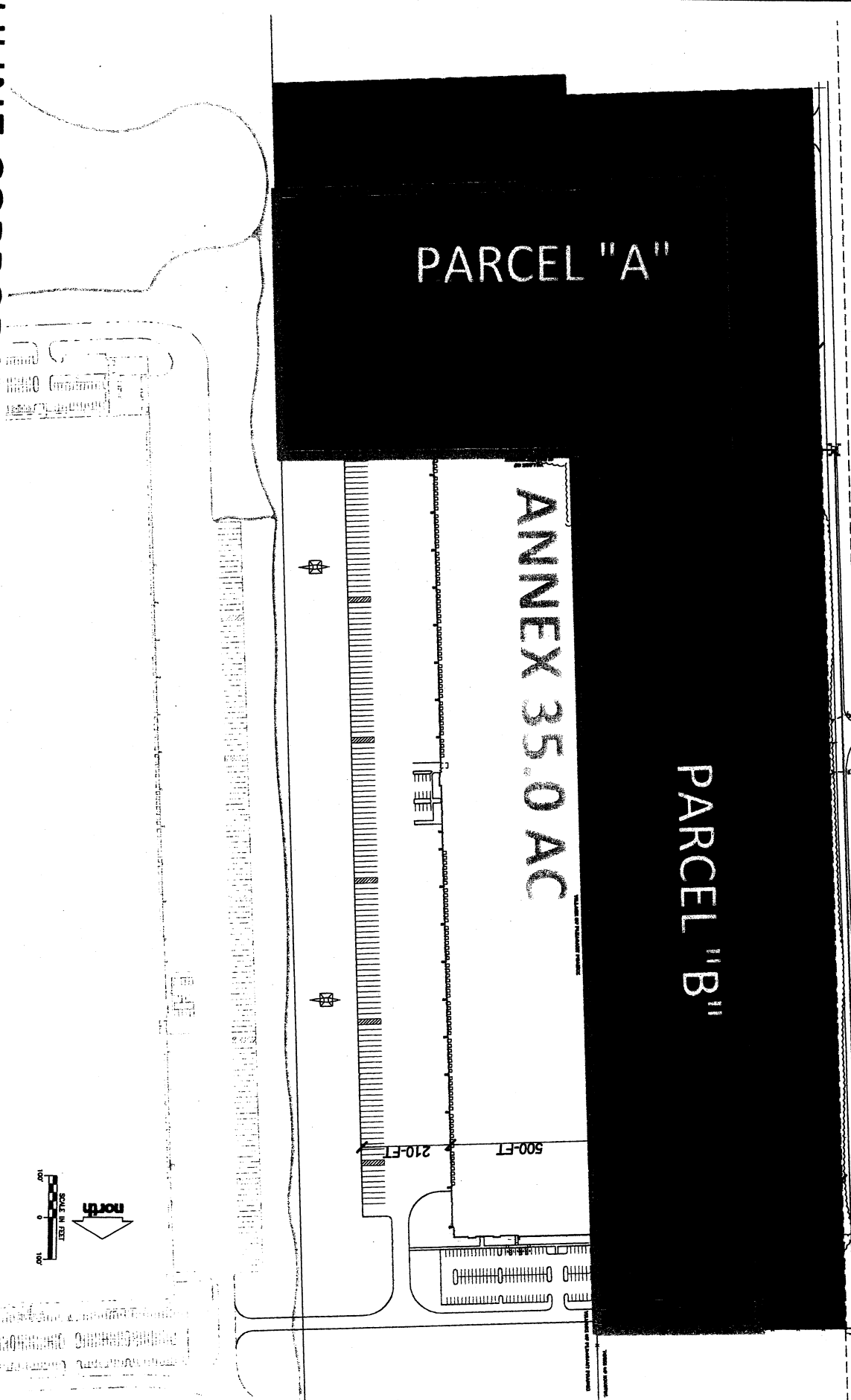


DRAFTED BY: **JSD** Professional Services, Inc.
 • Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE
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 WAUKESHA, WISCONSIN 53186
 262.513.0666 PHONE | 262.513.1232 FAX

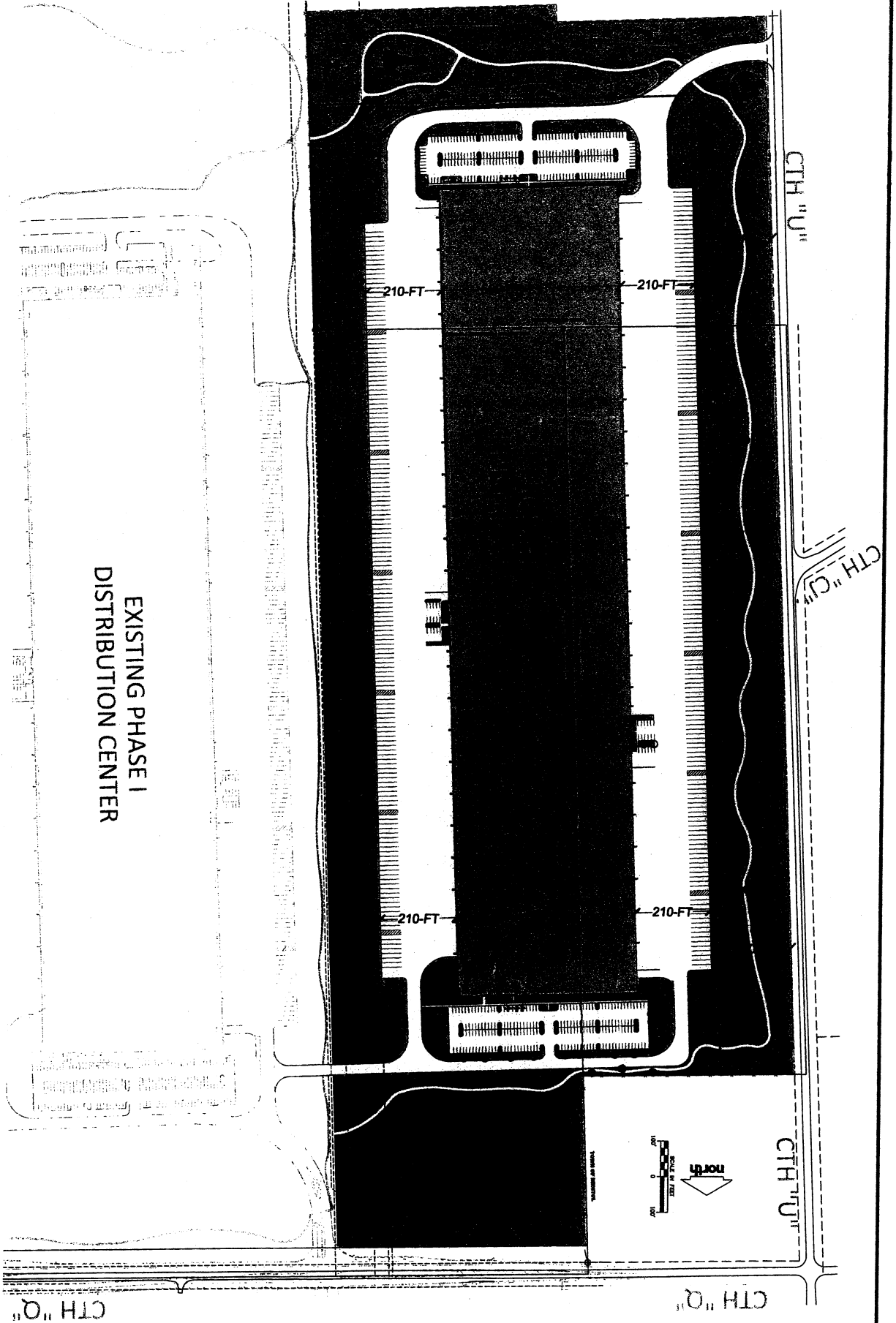
S:\TSD\Projects\07\2735 PrairieWood\10\107\2735 Exhibit Bristol Annex.dwg

ULINE CORPORATE CAMPUS - PHASE II DISTRIBUTION CENTER



ULINE CORPORATE CAMPUS - PHASE II DISTRIBUTION CENTER

- GREEN SPACE
- BUILDING
- PAVEMENT
- BERMING
- HILLSIDE



Memorandum of Understanding

This Memorandum summarizes the agreements reached between the Town of Bristol, Wisconsin (“Town”); the Village of Bristol, Wisconsin (“Village”), Uline, Inc., a Delaware corporation (the “Company”); and Route 165, LLC, a Delaware limited liability corporation (together with the Company, “Uline”).

The Town, Village and Uline have agreed as follows:

1. Route 165, LLC is the owner of Parcel A, and has an agreement in principle to purchase Parcel B, which real estate is shown on the Map attached as Exhibit A to a First Amendment to the 1997 Settlement and Cooperation Agreement between the Bristol Entities and the Pleasant Prairie Entities.
2. Uline may seek inclusion or annexation of Parcel A and Parcel B (excluding the westerly and southerly 200 feet thereof) into the Village of Pleasant Prairie and neither the Town nor the Village will object to or otherwise challenge such action or annexation, as outlined in the First Amendment to the 1997 Settlement and Cooperation Agreement.
3. Uline shall pay the Village or Town of Bristol, as appropriate, the sum of \$500,000.00, to be paid in annual installments of \$100,000.00 each. The first installment will be paid within 30 days after the date of the annexation ordinance for Parcel A and Parcel B and thereafter within 10 business days of the same date for four additional years.
4. Uline, at its expense, shall construct a berm, subject to a landscaping and lighting plan, over the westerly and southerly 200 feet of Parcel A and Parcel B. The berm, landscaping, and lighting plan will be subject to review and approval of the Town or Village of Bristol, as appropriate, which will not be unreasonably withheld.
5. The Town or Village, as appropriate, will support Uline’s request for access to the Uline property for emergency vehicles from County Trunk Highway U, and the berm shall be constructed with one or more openings for that purpose.
6. In the event County Trunk Highway U is improved by Kenosha County for truck traffic use, such as to four lanes, the Town or Village of Bristol, as appropriate, will support Uline being granted full access to the Uline property from County Highway U. It is Uline’s intent to continue to use Route 165 as the primary means for truck traffic to enter and leave the Uline site.
7. Uline shall not challenge any annexation referendum for land in the Town filed by the Village.

This Memorandum is dated May 14, 2010.

Village of Bristol

By: *Richard J. Sanling*

Attest: *Amy Klecko*

Date: May ¹⁴ 24, 2010
AOL

Town of Bristol

By: *Colleen Fusch*

Attest: *Amy Klecko*

Date: May ¹⁴ 24, 2010

Approved as to form: *W. White*
Attorney for the Town and Village

Uline, Inc

By: *Ally*
Title VP MATERIALS MGT

Date: 5-14-10

Route 165, LLC

By: *Ally*
Title VP MATERIALS MGT

Date: 5-14-10