



12660 W. NORTH AVENUE
BROOKFIELD, WISCONSIN 53005
(262) 782-7990
VALBRIDGE.COM

February 20, 2023

SENT VIA EMAIL

Mr. David De Angelis
Village Manager
Village of Elm Grove
13600 Juneau Boulevard
Elm Grove, WI 53122

RE: Authorization & Engagement for Condemnation Real Estate Appraisals of
Related to the Underwood Creek Daylighting Project in Elm Grove, WI

Dear Mr. De Angelis:

Pursuant to your request, I herewith submit my fee estimate for real estate appraisals of the above captioned project, known as the Underwood Creek Daylighting Project in Elm Grove, WI. Partial acquisitions involving permanent and temporary easements are needed to be acquired from the following three properties:

1. Elm Grove Park and Shop LLC - EGV 1106965 and EGV 1106969 (Parcel E in Exhibit)
2. Elm Grove Associates LLC (Sendik's) - EGV 1106961 and EGV 1106961001 (Parcels B & F)
3. Village Court LLC - EGV 1106964 (Parcel C)

Exhibits illustrating the acquisitions are attached to this letter.

The purpose of the appraisals is to develop an opinion of the market value for each property, considering both a before and after the taking analysis. We understand the intended use of the report is to assist the Village with determining the appropriate compensation due to the owner for the acquisition in accordance with the provisions of the Wisconsin State Statutes. The appraisal shall be prepared for the identified client. The intended users include the Village of Elm Grove and their designated representatives. We acknowledge the intent is to share with the property owners. We request that you seek our written authorization before releasing the report to any other party.

The condemnation appraisals will be in an Appraisal Report format with full support for its value conclusions. The report will be made in conformity with and be subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice. The reports will also be prepared in accordance with Wisconsin State Statute 32.09 and the Real Estate Program Manual of the Wisconsin Department of Transportation (WisDOT). The appraisal will exclude all tangible personal property like furniture, fixtures and equipment.

The fee for our services will be based on an hourly rate of \$200 per hour for S. Steven Vitale, MAI and Matthew J. Gehrke and \$100 to \$145 per hour for other staff appraisers; the total appraisal fee is expected not to exceed \$16,000. A retainer of \$0 is due upon acceptance of this agreement. The professional fees include all out-of-pocket expenses as well as compensation for our time. However, it excludes the cost of any outside non-appraisal contractors that may also be necessary.

We expect to provide you the condemnation appraisal within 60 days. If the client requests a draft, payment is due upon delivery of the draft. The balance of the professional fees is due upon completion. Interest to accrue at 1.0% per month (12.0% annum) on all amounts not paid within 30 days.

Additional professional fees incurred for time committed subsequent to the production of the Final Report, will be billed separately. Should additional consulting services, such as additional analysis or testimony work, be requested or required, we will charge based on hourly rates for the additional time. The current hourly rate for litigation consulting services by S. Steven Vitale, MAI and Matthew J. Gehrke, MAI is \$325.00 per hour plus out of pocket expenses. We will furnish you a pdf copy of the report. Hard copies are available for \$25 per report.

Valbridge Property Advisors | Milwaukee has not provided appraisal services regarding the subject property within the three years preceding the date of this letter.

The appraisal will not take into consideration the possibility that the property may be contaminated with PCB's, or any other hazardous, or radioactive substances. The value reported will be exclusive of the costs to discover, remove, or render harmless such environmental impairments. If you have any concern such substances may exist in the property, you should hire a qualified independent engineer or contractor to investigate. We cannot assume any responsibility for the discovery, analysis, or treatment of such substances on the subject or its surroundings.

Attached to and incorporated in this engagement letter are Valbridge Property Advisors | Milwaukee and Vitale Realty Advisors, LLC Terms and Conditions of Agreement. These Terms and Conditions are a substantive part of our engagement and govern the work to be performed for you.



Mr. David De Angelis
Village Manager
Village of Elm Grove
February 20, 2023

Thank you for giving us the opportunity to serve you; we look forward to working with you on this assignment.

Respectfully submitted,
Valbridge Property Advisors | Milwaukee

S. Steven Vitale, MAI
Senior Managing Director
Wisconsin License #506-10
License Expires 12-14-2023
svitale@valbridge.com
(262) 782-7990

AGREED AND ACCEPTED

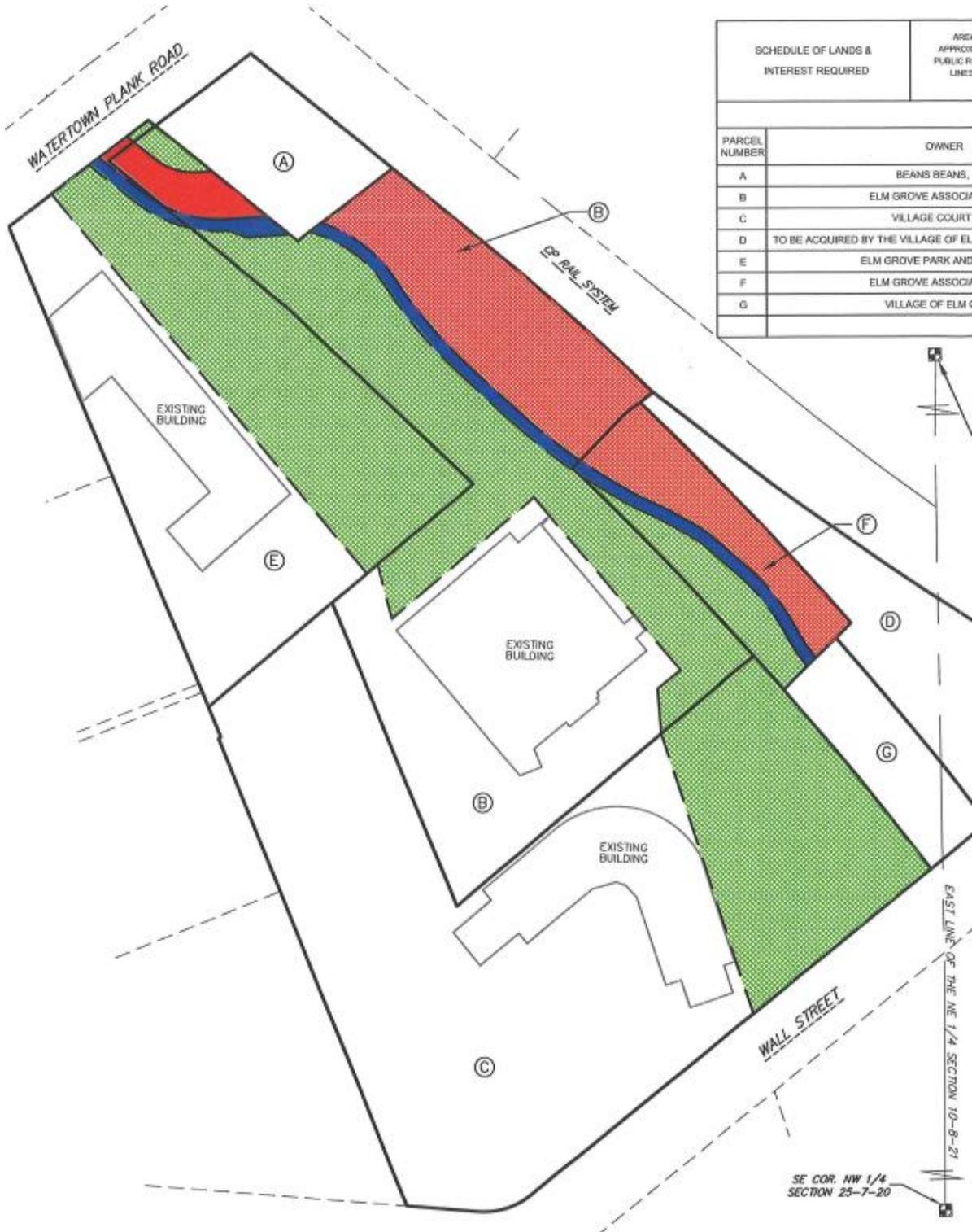
Signature

Title

Name (type or print)

Date

ACQUISITION EXHIBITS



PARCEL NUMBER	OWNER	TAX KEY NUMBER	SQUARE FOOTAGE				TYPE - PERMANENT PEDESTRIAN PATH EASEMENT PDE - PERMANENT DRAINAGE EASEMENT TCAE - TEMPORARY CONSTRUCTION & DRAINAGE EASEMENT
			PPPE	PDE	TCAE	ADDRESS	
A	BEANS BEANS, LLC.	EGV 1106873					13405 WATERTOWN PLANK RD., ELM GROVE, WI 53122
B	ELM GROVE ASSOCIATES, INC.	EGV 1106861	5,179 SF	25,607 SF	36,704 SF		13425 WATERTOWN PLANK RD., ELM GROVE, WI 53122
C	VILLAGE COURT, LLC.	EGV 1106864			32,050 SF		880 ELM GROVE RD., ELM GROVE, WI 53122
D	TO BE ACQUIRED BY THE VILLAGE OF ELM GROVE FROM CP RAILWAY						NO ADDRESS ON RECORD
E	ELM GROVE PARK AND SHOP, LLC	EGV 1106865	838 SF	319 SF	33,820 SF		13435 WATERTOWN PLANK RD., ELM GROVE, WI 53122
F	ELM GROVE ASSOCIATES, INC.	EGV 1106861001	2,557 SF	10,775 SF	5,879 SF		905 WALL ST., ELM GROVE, WI 53122
G	VILLAGE OF ELM GROVE	EGV 1106853					NO ADDRESS ON RECORD
			TOTAL		8,574 SF	36,701 SF	109,153 SF

TERMS AND CONDITIONS OF AGREEMENT APPRAISAL

1. These Terms and Conditions, when attached to any agreement for appraisal services between Client and Appraiser ("Agreement"), shall be deemed a part of such Agreement as though set forth in full therein.
2. Appraiser shall exercise independent judgment and complete the appraisal assignment called for by the Agreement ("Assignment") in accordance with sound appraisal practice and the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute.
3. All statements of fact in the appraisal report which are used as the basis of Appraiser's analyses, opinions, and conclusions will be true and correct to the best of Appraiser's knowledge and belief. Appraiser may rely upon the accuracy of information and material furnished to Appraiser by Client.
4. Appraiser shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The appraisal report will not constitute a survey of the property appraised.
5. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Vitale Realty Advisors, LLC and Client. Distribution of the report is at the sole discretion of the client. We assume no responsibility for unauthorized use of the appraisal by a third-party.
6. Client shall, in a timely manner, provide Appraiser with such materials with respect to the Assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the real property to be appraised, and hereby grants permission for entry, at reasonable times during business hours. A delay in receipt of information may delay completion of the assignment.
7. Each of the parties will indemnify and hold the other party harmless from and against any liability, cost or expense (including attorney fees) arising out of any claim or legal proceedings brought by a third party where such claim or legal proceedings is based on the negligent act or omission, or misconduct of the party against whom indemnification is sought.
8. Unless expressly specified in the Agreement, the fee quoted does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors or Vitale Realty Advisors, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, Client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.

9. In the event Client requests additional consultation or work beyond the scope of this assignment or following completion of the initial assignment or in the event that the appraiser is deposed or called as a witness to testify at a trial or other proceeding, Client shall pay an additional charge for this work, at the Appraiser's standard hourly rate, whether or not the completed appraisal report has been delivered to Client at the time of the request. Often the Appraiser will be called upon as a witness to testify about the appraisal report or the Appraiser's conclusions or methodology. Any additional work for this purpose will be charged at Appraiser's standard hourly rate.
10. Client agrees that the appraisal report shall not be quoted or referred to in any financial statement of Client or in any documents filed with any governmental agency, if it is anticipated that such statement or documents will be relied upon by a member of the public in making an investment in property that is the subject of the appraisal, without the prior written consent of Appraiser. Neither all nor any part of the content of the appraisal report including, without limitation, the conclusions as to value, the identity of Appraiser, references to the Appraisal Institute or references to the MAI or SRA designations shall be disseminated to the public through advertising or other mass media without the prior written consent of Appraiser.
11. The data gathered in the course of the Assignment (except data furnished by Client) shall remain the property of the Appraiser. The appraisal report prepared pursuant to the Agreement shall remain the property of Client. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the appraisal report and the related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. The fee for this appraisal is not contingent upon the valuation of the property, the funding of any loan, or the outcome of litigation. Should the assignment be terminated prior to completion, Client agrees to pay for time and costs incurred prior to our receipt of written notice of cancellation.
13. In the event Client fails to make payment when due and payable, then from that date until payment in full is received, the amount due and payable shall bear interest at the rate of 12% per annum. If collection of any past due amounts are sent to a lawyer, regardless of whether a lawsuit is filed, the Client is responsible for all costs of collection, including attorneys' fees.
14. Valbridge Property Advisors | Milwaukee reserves the right to approve or disapprove (the approval not to be unreasonably withheld), in writing and in advance of any filing with the SEC or other governmental agency, all uses of Valbridge Property Advisors and/or Vitale Realty Advisors, LLC's name or references to the services provided hereunder by Valbridge Property Advisors and/or Vitale Realty Advisors, LLC, provided however that such approval shall not be necessary in the event the appraisal report, the appraisers name, or the services provided hereunder are required to be disclosed as part of any SEC or other governmental filing.
15. We will not make a specific compliance survey and analysis of the property to determine if it is in conformity with the various requirements of the Americans with Disabilities Act ("ADA") which

became effective January 26, 1992. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we will not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

16. The appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. Nor does it certify that tenants have complied with all requirements necessary to obtain use and occupancy permits. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
17. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Vitale Realty Advisors, LLC. Valbridge Property Advisors, Inc. has not been engaged to provide this report, does not provide valuation services, and has taken no part in the preparation of this report.
18. If any claim is filed against any of Valbridge Property Advisors, Inc. a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
19. This report and any associated work files are subject to evaluation by Valbridge Property Advisors, Inc. for quality control purposes. If Client is unwilling to waive confidentiality for this purpose, client must inform Valbridge Property Advisors | Milwaukee upon acceptance of this assignment.
20. All disputes shall be settled by binding arbitration in accordance with the then-existing commercial arbitration rules of the American Arbitration Association (the "AAA").
21. This document contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may only be modified by subsequent written agreement of the parties.