

1                   **PURCHASE AND SALE AGREEMENT: MEDICAL**  
2   **OFFICE BUILDING PARCEL**

3                   **THIS PURCHASE AND SALE AGREEMENT: MEDICAL OFFICE BUILDING**  
4 **PARCEL** (“Agreement”) is made as of the \_\_\_<sup>th</sup> day of December, 2017, between the  
5 Community Development Authority of the City of West Allis, a separate body politic created by  
6 ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, (the  
7 “Authority”), Six Points Office LLC, a Wisconsin limited liability company, (the “Developer”),  
8 its successors and/or assigns. The Authority and the Developer are each referred to herein as a  
9 party or together as “Parties.” **FOR AND IN CONSIDERATION** of the promises and the  
10 undertakings and mutual covenants of the Parties set forth herein, the receipt and sufficiency of  
11 which are hereby acknowledged, the Authority and the Developer hereby covenant and agree as  
12 follows:

13 **1.     Property.** The Authority hereby agrees to sell and convey to the Developer, and the  
14 Developer hereby agrees to buy and pay for that certain parcel of real property within the City of  
15 West Allis, Milwaukee County, Wisconsin, consisting of approximately 2.7150 acres of land  
16 which is more particularly described as Lot 1 of Certified Survey Map No. 8966 (“CSM”)  
17 attached hereto as **Exhibit A – Property CSM** (the “Property” or “Lot 1”).

18                   The sale includes all of the Authority’s interest in the Property and every easement,  
19 access right, privilege and appurtenance thereto, currently in existence (or to be created pursuant  
20 to this Agreement) and all other real property rights and interests of the Authority related to the  
21 **Property.**

1     **2.     Project.** The “Project” will include the construction of a commercial/office building  
2     measuring approximately 30,000 square feet with approximately 135 surface parking spaces to  
3     be built on Lot 1 (the “Commercial Building”). The Commercial Building is generally depicted  
4     in the attached **Exhibit B – Project Elevation and Site Plan.**

5     **3.     Adjacent Parcels.** The Authority and certain affiliates of Developer also intend to enter  
6     into purchase and sale agreements pursuant to which the Authority would agree to sell to such  
7     affiliates and such affiliates would agree to acquire from the Authority for One Dollar (\$1.00)  
8     each, certain parcels owned by the Authority including: (a) Lot 2 of Certified Survey Map No.  
9     8966 and depicted as **Exhibit M(1) – Apartment Parcel** and referred to herein as the  
10    “Apartment Parcel”, and (b) that certain parcel located to the south of the Apartment Parcel  
11    immediately across and adjacent to National Avenue and generally depicted on **Exhibit M(2) –**  
12    **SoNa Parcel** and referred to herein as the “SoNa Parcel.” Such affiliates intend to develop the  
13    Apartment Parcel with approximately 177 market rate apartment units and to develop the SoNa  
14    Parcel for retail and commercial purposes, all with financial assistance from the Authority,  
15    among others.

16    **4.     Purchase Price.** The purchase price for the Property shall be One Dollar (\$1.00) (the  
17    “Purchase Price”) to be paid at Closing (as hereinafter defined).

18    **5.     Closing.** The closing of the transaction contemplated by this Agreement with respect to  
19    Lot 1 (the “Closing”) will take place on December 29, 2017, or such earlier date as may be set  
20    forth in a written notice by the Developer to the Authority given at least five (5) days before the  
21    then closing date or such later date as may be agreed upon by the Authority and the Developer in

1 writing (the “Closing Date”), provided the Authority’s contingencies and the Developer’s  
2 contingencies in connection therewith have been satisfied or waived as herein provided.

3 **6. Conveyance.** The Authority shall, at Closing and upon receiving payment of the  
4 Purchase Price, convey Lot 1 to the Developer by warranty deed in the form attached hereto as  
5 **Exhibit C –Warranty Deed** (the “Deed”).

6 **7. As Is, Where Is.** Except as otherwise expressly set forth herein and in the documents to  
7 be delivered by the Authority at Closing, the Property is being conveyed “as is, where is” by the  
8 Authority to the Developer and the Authority has not made, and has no duty or obligation to  
9 make, any warranties or representations, written or oral, express or implied, in any way related to  
10 the Property.

11 **8. Environmental.** Per a letter dated April 25, 2016, the Wisconsin Department of Natural  
12 Resources issued a Case Closure Denial for a missing cap for the Property. The letter is hereby  
13 attached **Exhibit D - Case Closure Denial for Missing Cap.** The Developer shall be  
14 responsible for all costs associated with environmental remediation and all general site  
15 preparation unless expressly provided otherwise in this Agreement.

16 **9. Conditions to Closing.**

17 **A. Authority’s Contingencies to Closing.** The obligation of the Authority to  
18 consummate the transactions contemplated hereby is subject to the fulfillment of all of  
19 the following conditions on or before the Closing Date (all of which may be waived by  
20 the Authority in whole or in part in its sole discretion):

21 (1). **Compliance with Agreement.** The Developer shall have performed and  
22 complied with all of its obligations under this Agreement, in all material respects,

1 to the extent such obligations are to be performed or complied with by the  
2 Developer on or before the Closing Date.

3 (2). No Litigation. No litigation, investigation, or other proceeding  
4 challenging or affecting the legality of the transaction contemplated by this  
5 Agreement, or seeking the restraint, prohibition, damages or other relief in  
6 connection with this Agreement or the use intended for the Property by the  
7 Developer, shall have been instituted or threatened by any person, agency, or  
8 other entity prior to the Closing, which would reasonably be expected to prohibit  
9 or materially interfere with the transaction contemplated by this Agreement.

10 (3). Payment of Purchase Price. The Developer shall pay the Purchase Price  
11 outlined in the above Section 4.

12 (4). Execution and Delivery of Development Agreement and Memorandum of  
13 Agreements. The Developer shall have executed and delivered the Development  
14 Agreement in substantially the form attached as **Exhibit E – Development**  
15 **Agreement** (the “Development Agreement”). The Developer shall have executed  
16 and delivered the Memorandum of Agreements in substantially the form attached  
17 as **Exhibit G – Memorandum of Agreements** (the “Memorandum”)

18 (5). Representations. Each of the representations and warranties of the  
19 Developer in this Agreement shall be true and correct in all material respects as  
20 applicable to the Closing Date as though made on the Closing Date.

21 (6). Termination. In the event the conditions outlined above (the “Authority  
22 Conditions”) have not been satisfied or waived by the Authority on or before the

1 Closing, then the Authority may terminate this Agreement by written notice to the  
2 Developer given on or before the Closing Date; provided, however, if the  
3 Authority Conditions set forth above not been satisfied or waived by such date,  
4 the Authority will in good faith consider any request for an extension of these  
5 deadlines requested by the Developer if the Developer can demonstrate that it is  
6 pursuing satisfaction of the applicable Authority Condition in good faith and with  
7 due diligence. In case of such termination, no Party shall have any further  
8 liability under this Agreement except as specifically set forth as surviving  
9 termination. Closing on the conveyance of Lot 1 shall be deemed a satisfaction or  
10 waiver of the Authority Conditions.

11 **B. Developer's Contingencies to Closing.** The obligation of the Developer to  
12 consummate the transaction contemplated hereby is subject to the fulfillment of all of the  
13 following conditions (the "Developer Conditions") on or before the Closing Date (all of  
14 which may be waived by the Developer in whole or in part, in its sole discretion):

15 (1). Compliance with Agreement. The Authority shall have performed and  
16 complied with all of its obligations under this Agreement, in all material respects,  
17 to the extent such obligations are to be performed or complied with by the  
18 Authority, the City of West Allis (the "City") or First-Ring Industrial  
19 Redevelopment Enterprise Inc. ("FIRE") on or before the Closing Date.

20 (2). No Misrepresentation or Breach of Covenants and Warranties. Each of  
21 the representations and warranties of the Authority in this Agreement shall be true

1 and correct in all material respects as applicable to the Closing Date as though  
2 made on the Closing Date.

3 (3). No Litigation. No litigation, threat, investigation, or other proceeding  
4 challenging or affecting the legality of the transaction contemplated by this  
5 Agreement, or seeking the restraint, prohibition, damages or other relief in  
6 connection with this Agreement or the use intended for the Property by the  
7 Developer, which would reasonably be expected to have an adverse impact, in  
8 any respect, on the Property or the Developer's intended use, individually or in  
9 the aggregate shall have been instituted or threatened by any person, agency, or  
10 other entity prior to the Closing.

11 (4). Developer's Project Financing. The Developer has secured sources of  
12 financing, both public and private, in amounts and on terms reasonably acceptable  
13 to the Developer for the Project, including without limitation obtaining new  
14 market tax credit financing provided through FIRE and receiving all necessary  
15 approvals and confirming that all necessary actions by any governmental  
16 instrumentality, agency or affiliate (such as but not limited to the Authority, the  
17 City and FIRE) have been taken for the entry into and implementation thereof and  
18 all of the applicable documentation in connection therewith has been executed  
19 and delivered by the applicable parties thereto.

20 (5). Authority's Approvals, Test, and Reports. The Authority has furnished to  
21 the Developer the Due Diligence Documents (as hereinafter defined).

1 (6). Government Approvals. The Developer shall have confirmed prior to  
2 Closing, that the Developer has obtained adequate assurances of the availability of  
3 any governmental permits, easement agreements (including, without limitation,  
4 the SoNa/NoNa Easements, the Apartment Easements, and the City Easements (as  
5 such terms are hereinafter defined)), licenses, and approvals that are or may be  
6 necessary to develop and use the Property in the manner intended by the  
7 Development Agreement; provided, however, if any such approvals cannot be  
8 obtained within said time period, the date for Closing shall be extended 30 days  
9 until all approvals have been obtained provided the Developer is pursuing such  
10 approvals in good faith and with due diligence.

11 (7). Utilities. The Developer shall have been satisfied, in its sole discretion,  
12 with the location, availability and suitability of municipal and other utilities in  
13 connection with the Developer's intended use of the Property. The Authority  
14 makes no representations or warranties concerning the location or the condition of  
15 utilities.

16 (8). SoNa/NoNa Easements and City Easements. The Authority and the City  
17 and any of the other parties thereto shall have executed and delivered, as  
18 applicable, the SoNa/NoNa Easements and the City Easements.

19 (9). Due Diligence. The Developer and its lender shall have been satisfied, in  
20 their sole discretion, with the physical condition of the Property, including any  
21 environmental conditions, and with the condition of title to the Property.

22 (10). Intentionally deleted.

1 (11). Title Policy. The Title Company (as hereinafter defined) shall be ready,  
2 willing and able to issue at Closing (upon payment of the premiums and other  
3 charges) the Title Policy (as hereinafter defined) insuring fee simple title to Lot 1  
4 in the Developer (to the extent not already issued), subject only to Permitted  
5 Encumbrances (as hereinafter defined) and shall irrevocably agree to do so for the  
6 Closing on Lot 1.

7 (12). No New Encumbrances. There shall be no new encumbrances against title  
8 reflected in the Title Policy or any updated Title Commitment (as hereinafter  
9 defined) for the Property, unless approved by the Developer in writing.

10 (13). No Material Change. There shall not have occurred any change, and no  
11 circumstance shall have occurred, including, without limitation, with respect to  
12 the condition (including, without limitation, the environmental condition) or the  
13 zoning or permitting or leasing of the Property, or the commencement or  
14 continuation of any condemnation or moratorium affecting the Property which  
15 could reasonably be expected to have an adverse impact, in any respect, on the  
16 Property or the Developer's intended use, individually or in the aggregate.  
17 Notwithstanding the foregoing, Developer and Authority agree that certain  
18 construction work is occurring on the Property at the request of Developer and  
19 that such work shall not constitute a failure of a Developer Condition.

20 (14). Termination. In the event that any of the Developer Conditions have not  
21 been satisfied or waived by the Developer on or before Closing, the Developer  
22 may, by written notice to the Authority on or before Closing, terminate this



1 Agreement; provided, however, if the Developer Conditions have not been  
2 satisfied or waived by such date, the Authority will in good faith consider any  
3 request for an extension of this deadline requested by the Developer if the  
4 Developer can demonstrate that it is pursuing satisfaction of the condition in good  
5 faith and with due diligence. In case of such termination, no party shall have any  
6 further liability under this Agreement except as specifically set forth as surviving  
7 termination. Closing on Lot 1 shall be deemed as satisfaction or waiver of the  
8 Developer Conditions.

9 **10. Obligations and Title Matters.**

10 **A. Authority's Obligations.** The Authority's obligations under this Agreement  
11 include:

12 (1). Zoning and Permitting Cooperation. The Authority shall cooperate with  
13 the Developer through the term of this Agreement and shall promptly assist in  
14 obtaining and expediting the necessary review by the City and in processing all  
15 submissions and applications in accordance with the applicable City ordinances.

16 (2). Due Diligence Documents. The Authority has delivered to the Developer  
17 such documents in the Authority's or the City's possession or under its control  
18 prior to Closing and the Authority shall promptly deliver such additional  
19 documents that the Authority may obtain hereafter, as may be requested by the  
20 Developer for purposes of evaluating the Property and its ability to use the  
21 Property for the use intended by the Developer (collectively, the "Due Diligence  
22 Documents").

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(3). Easements.

(a) At Closing, the Authority shall grant to the Developer easements, in a form reasonably satisfactory to the Developer and the Authority (collectively, the "SoNa/NoNa Easements"):

1. A temporary limited easement, pursuant to which the Authority grants to the Developer the right to dispose of surplus soil from the Property (including soil containing contaminants provided such soil or contaminants are subject to a hazardous waste exemption approved by the applicable governmental authorities) on the SoNa Parcel and Apartment Parcel and agrees not to charge any fees, costs or expenses in connection therewith, including without limitation tipping fees; and
2. A permanent perpetual easement that shall run with the land and benefit the Property, to install, use, operate, construct, improve, maintain, inspect, repair, replace, restore and relocate from time to time, utilities necessary or desirable to develop Lot 1, such as, but not limited to, storm water, sewer, cable, electric, gas and water, grading and drainage, on, over and under property owned by the Authority, including SoNa and the Apartment Parcel.

(4). City Easements. At Closing, the Authority shall cause the City to grant to the Developer permanent perpetual easements that shall run with the land and benefit Lot 1 in form reasonably satisfactory to the Developer and the City

1 (collectively, the "City Easements"), pursuant to which the Authority grants to the  
2 Developer the right to install, use, operate, construct, improve, maintain, inspect,  
3 repair, replace, restore and relocate building foundation systems and above  
4 ground architectural features that may encroach upon City owned property, air  
5 rights or rights of way.

6 (5). Intentionally deleted.

7 (6). Operation and Maintenance of the Property before Closing. Between the  
8 Effective Date and the Closing, the Authority covenants and agrees that it will:

9 (a) subject to the terms and provisions of this Agreement,  
10 continuously operate and maintain the Property in good condition and  
11 repair and in the same manner as currently being operated and maintained,  
12 and deliver the Property at Closing in the same condition as exists as of  
13 the Effective Date, subject to ordinary wear and tear and any construction  
14 work performed by Developer thereon excepted;

15 (b) continuously maintain in full force and effect liability insurance  
16 coverage with respect to the Property, as typically maintained in the  
17 Authority's ordinary course of business;

18 (c) refrain from entering into any new lease, easement, agreement or  
19 contract affecting the Property unless approved by the Developer in  
20 writing (which approval may be granted or withheld in the Developer's  
21 sole discretion); and

1 (d) not do or permit to be done any act with respect to the Property  
2 that would adversely affect or make more expensive the Developer's  
3 intended use thereof.

4 **B. Developer's Obligations.** The Developer is responsible, at its sole cost, to seek  
5 to obtain all necessary governmental approvals and financing without contingencies as  
6 may be required for the Developer's intended use of the Property.

7 **C. Title Evidence and Documents.**

8 (1). Title Commitment. The Developer shall obtain and pay for prior to or at  
9 Closing a commitment or commitments (collectively, the "Title Commitment")  
10 from First American Title Insurance Company (the "Title Company") to issue an  
11 owner's policy or policies of title insurance (collectively, the "Title Policy") to  
12 the Developer or its permitted assigns in the amount of the Purchase Price of the  
13 Property or such higher amount as reflects the Developer's projected development  
14 costs for Lot 1, which Title Commitment shall show the Authority's title to be  
15 merchantable as of the Closing Date, subject only to such liens as will be paid out  
16 of the proceeds of closing and such exceptions to title which will not  
17 unreasonably inhibit, prohibit or impair the Developer's use of the Property for  
18 the Developer's intended uses ("Permitted Encumbrances").

19 (2). Survey. The Developer shall be responsible for obtaining and the paying  
20 for an ALTA/ASCM all-urban standards survey ("Survey") of the Property.

21 (3). Objections. The Developer, prior to Closing, shall submit to the Authority  
22 in writing a list of matters affecting the Property to which the Developer objects

1 (“Title Objections”). The Authority shall have ten (10) calendar days to remove  
2 or cause the Title Company to insure over the Title Objections and if the  
3 Authority elects to so cure or remove, then Closing shall be extended for up to ten  
4 (10) calendar days to allow the Authority to so. The Developer reserves the right  
5 to approve the means and methods by which the Authority proposes to remove or  
6 cause the Title Company to insure over the Title Objections. In the event that the  
7 Authority is unable or unwilling to remove the Title Objections to the Developer’s  
8 satisfaction, the Developer shall have five (5) calendar days from receipt of  
9 written notice thereof given prior to Closing (if the Authority does not timely  
10 deliver such notice, it shall be obligated to remove such Title Objections), to  
11 deliver written notice to the Authority waiving the Title Objections and Closing  
12 shall be extended for up to five (5) calendar days to allow the Developer to give  
13 such notice. If the Developer does not waive the Title Objections, then this  
14 Agreement shall be null and void and both the Developer and the Authority shall  
15 have no further liabilities under this Agreement.

16 **D. Assessments.** As of the date hereof and as of the Closing Date, the Property is  
17 not and will not be subject to real estate taxes or assessments and thus there are no special  
18 assessments or charges outstanding for public improvements, which remain unpaid, that  
19 have been made, or will have been made against the Property. The Developer shall pay  
20 all taxes, special assessments, and charges first made against the Property after the  
21 Closing Date.

22 **11. Intentionally Deleted.**

1    **12.    Intentionally Deleted.**

2    **13.    Intentionally Deleted.**

3    **14.    Payment In Lieu of Taxes.** Ownership of the Property, or any part thereof, by any  
4 person, partnership, corporation, or entity, which in any manner renders any part of the Property  
5 exempt from property taxation during the life of Tax Increment District Number 15 shall result  
6 in a payment in lieu of taxes from the owner of that portion of the Property that is so exempt to  
7 the City each year in an amount equal to the amount of taxes that would be due and owing on  
8 that portion of the Property if that portion was not tax exempt. Such payment shall be due,  
9 payable and collected in the same manner as property taxes, to the extent permitted by law. The  
10 Developer, their successors, and assigns as the owners or occupants of the Property waive the  
11 right to contest the validity of this provision. This Section shall automatically terminate upon the  
12 termination of Tax Increment District Number 15.

13   **15.    Intentionally Deleted.**

14   **16.    Memorandum of Agreements.** The Authority and the Developer agree that, on or  
15 before Closing, they will execute a Memorandum of this Agreement and the Development  
16 Agreement to be recorded in the Office of the Register of Deeds of Milwaukee County,  
17 Wisconsin (the "Register's Office") against Lot 1 in substantially the form attached hereto as  
18 **Exhibit G – Memorandum** (the "Memorandum"). The Parties further agree that the  
19 Memorandum shall be recorded prior to the Developer attaching any mortgage, lien, or other  
20 encumbrance on Lot 1 except for any mortgage or lien granted to a lender in connection with its  
21 construction and permanent loans on Lot 1.

22   **17.    Intentionally Deleted.**

1 **18. Intentionally Deleted.**

2 **19. Closing and Closing Costs.** The Closing shall be held at such place as the Parties may  
3 mutually agree, on the Closing Date.

4 A. Closing will be through an escrow account with the Title Company.

5 B. Closing Costs for the Closing will be allocated as follows:

6 (1). The Developer shall pay the cost to record the Deed and its loan  
7 documents;

8 (2). The Authority shall pay any transfer fee arising by reason of transfer of  
9 the Property;

10 (3). The Authority shall pay the recording fee for any satisfaction of its  
11 existing liens and encumbrances and Memorandum;

12 (4). Each Party shall pay its own attorney's and other professional fees; and

13 (5). All other non-specified closing costs, including the costs of the Title  
14 Commitment, Title Policy and Survey shall be paid by the Developer.

15 **20. Representation and Warranties.**

16 A. **Authority's Representations and Warranties.** The Authority hereby represents  
17 and warrants that as of the date hereof and as of the Closing Date:

18 (1). Organization; Good Standing. The Authority is a Community  
19 Development Authority duly organized and validly existing under Sec. 66.1335 of  
20 the laws of the State of Wisconsin. The Authority has full power and authority to  
21 sell, own, or hold under lease its properties and assets and to carry on its business

1 as presently conducted, to enter into this Agreement, and to carry out the  
2 transactions contemplated hereby.

3 (2). Authorization. The execution and delivery of this Agreement and the  
4 consummation by the Authority of the transaction contemplated hereby are within  
5 the power and authority of the Authority and have been duly authorized by all  
6 necessary actions on the part of the Authority and the persons executing this  
7 Agreement on behalf of the Authority have been duly authorized.

8 (3). No Violation or Conflict. The execution, delivery, and performance of  
9 this Agreement by the Authority does not and will not conflict with or violate any  
10 law, regulation, judgment, deed restriction, order, decree, or any contract or  
11 agreement to which the Authority is a party or by which it is bound.

12 (4). Floodplain. No part of the Property is located in a floodplain, flood  
13 hazard area, shore land, wetland, or similarly restricted area.

14 (5). Liens. All work performed or materials furnished for lienable work on the  
15 Property contracted for by the Authority shall have been fully paid for, and the  
16 Authority shall provide the Developer with appropriate lien waivers or releases  
17 from any and all contractors, laborers, or materialmen furnishing labor or material  
18 for lienable work on Lot 1 during the six (6) months preceding the Closing Date  
19 and contracted for by the Authority.

20 (6). Leases. Except for the Temporary Construction License between the  
21 Authority and the Developer, there are no written or oral leases, occupancy  
22 agreements or rights of possession affecting the Property. There are no rights of



1 first refusal, options to purchase or other restrictions upon the free transferability  
2 of the Property.

3 (7). Service Agreements. There is no existing service, maintenance,  
4 management or any other agreements with regard to the Property.

5 (8). No Default, Violation or Litigation. Regarding the Property and, to the  
6 Authority's knowledge, the Authority is not in violation of any regulation, law,  
7 order of any court, federal, state, or municipal, or other governmental department,  
8 commission, board, bureau, agency or instrumentality, or restriction or covenant  
9 contained in any agreement or document of title (including, without limitation,  
10 legislation, regulations and agreements applicable to environmental protection,  
11 civil rights, public and occupational health and safety), nor has the Authority  
12 received any notice of noncompliance that has not been remedied, except as set  
13 forth in subsection (9) below as to certain environmental conditions. To the  
14 Authority's knowledge, there are no lawsuits, proceedings, claims, governmental  
15 investigations, citations or actions of any kind pending or threatened against the  
16 Authority or against the Property, nor is there any basis known to the Authority  
17 for any such action, and there is no action, suit or proceeding by any  
18 governmental agency pending or threatened which questions the legality, validity  
19 or propriety of the transactions contemplated hereby nor is there any basis known  
20 to the Authority for any such action.

21 (9). Laws. Except for the exhibits and schedules attached to this Agreement  
22 relating to environmental condition and any documents listed thereon, there is no

1 government agency or court order requiring repairs, alterations, or corrections of  
2 or relating to the Property, or any condition which might be cause for any such  
3 order, and to the Authority's knowledge, the Property complies with all laws.  
4 Further, except for **Exhibit D** and the documents referenced therein or provided  
5 to Developer by the Authority prior to the date hereof relating to the  
6 environmental condition, to the Authority's knowledge, there is no violation of  
7 any law or any building, zoning, environmental, or other ordinance, code, rule, or  
8 regulation and no notice from any governmental body or other person has been  
9 served upon the Authority or upon the Property, claiming the violation of any  
10 such law, ordinance, code rule, or regulation; there are no legal actions, suits, or  
11 administrative proceedings, including condemnation, pending or threatened  
12 against the Property.

13 (10). Access and Utilities. The Authority makes no warranty or representation  
14 with respect to access or the availability or adequacy of public and private utilities  
15 required for the operation of the Project to be constructed on the Property.

16 (11). Zoning. The Authority shall provide assistance to obtain the proper  
17 zoning, provided that the Developer is responsible at its sole cost to obtain zoning  
18 approvals from the City's Development Department and approval from City's  
19 Plan Commission for the improvements to be constructed on the Property as  
20 contemplated in the Development Agreement.

21 (12). Warranty. The Authority acknowledges that the warranties and  
22 representations made herein and by the Authority are a material inducement to the

1 Developer entering into this Agreement, the Developer is entitled to rely upon  
2 these warranties and representations despite independent investigation undertaken  
3 by the Developer and that the warranties and representations made here and by  
4 the Authority shall survive the Closing and the execution and delivery of the  
5 Deed.

6 **B. Developer's Representations and Warranties.** The Developer hereby  
7 represents and warrants that as of the date hereof and as of the Closing Date:

8 (1). Organization; Good Standing. The Developer is a Wisconsin limited  
9 liability company duly organized and validly existing under the laws of the State  
10 of Wisconsin and authorized to do business in the State of Wisconsin. The  
11 Developer has full power and authority to acquire and own real estate and to carry  
12 on its business as presently conducted, to enter into this Agreement, and to carry  
13 out the transactions contemplated hereby.

14 (2). Authorization. The execution and delivery of this Agreement and the  
15 consummation by the Developer of the transaction contemplated hereby are  
16 within the power and authority of the Developer and have been duly authorized  
17 by all necessary actions on the part of the Developer, and the persons executing  
18 this Agreement on behalf of the Developer have been duly authorized.

19 (3). No Violation or Conflict. The execution, delivery, and performance of  
20 this Agreement by the Developer do not and will not conflict with or violate any  
21 law, regulation, judgment, deed restriction, order, decree, or any contract or  
22 agreement to which the Developer is a party or by which it is bound.

1 (4). Litigation. To the Developer's knowledge, there are no lawsuits,  
2 proceedings, claims, governmental investigations, citation or action of any kind  
3 pending or threatened against the Developer, nor is there any basis known to the  
4 Developer for any such action, and there is no action, suit or proceeding by any  
5 governmental agency pending or threatened which questions the legality, validity  
6 or propriety of the transactions contemplated hereby nor is there any basis known  
7 to the Developer for any such action.

8 (5). Warranty. The Developer acknowledges that the warranties and  
9 representations made here and by the Developer are a material inducement to the  
10 Authority entering into this Agreement, the Authority is entitled to rely upon  
11 these warranties and representations despite independent investigation undertaken  
12 by the Authority and that the warranties and representations made here and by the  
13 Developer shall survive the Closing and the execution and delivery of the Deed.

14 **C. Waiver and Release**. Except to matters otherwise specifically set forth herein,  
15 including this Section 20, in any closing documents signed in connection with this  
16 Agreement, such as, but not limited to, the Development Agreement, if this transaction  
17 closes, the Developer agrees to waive, release and forever discharge Authority and  
18 Authority's officers, employees and agents or any other person acting on behalf of the  
19 Authority, of and from any claims, actions, causes of action, demands, rights, damages,  
20 costs, expenses or compensation whatsoever, direct or indirect, known or unknown,  
21 foreseen or unforeseen, which the Developer now has or which may arise in the future on  
22 account of or in any way growing out of or connected with this transaction. This waiver

1 and release does not extend to any matter with respect to which Authority had actual  
2 notice or knowledge prior to Closing and failed to disclose to the Developer or to any  
3 breach of this Agreement.

4 **21. Time of the Essence.** Time is of the essence with respect to all obligations arising  
5 hereunder.

6 **22. Brokers.** The Authority shall be responsible for and shall indemnify and hold the  
7 Developer and its affiliates harmless for any claim for commission made by any agent or broker  
8 claiming to have acted on the Authority's behalf or otherwise in connection with the sale or  
9 conveyance of the Property. The Developer shall be responsible for and shall indemnify and  
10 hold the Authority harmless for any claim for commission made by any agent or broker claiming  
11 to have acted on the Developer's behalf or otherwise in connection with leasing of any portion of  
12 the Property.

13 **23. Closing Documentation.** The Closing on the purchase and sale of the Property shall  
14 occur by placing all documents and funds into a trust or escrow with Title Company, at least one  
15 business day prior to the Closing Date. The Title Company shall prepare a closing statement  
16 setting forth a summary of the Purchase Price and debits and credits to the Developer and the  
17 Authority for the Closing. The Title Company shall provide at Closing a properly completed  
18 Wisconsin Real Estate Transfer Return. A Payout Letter shall be delivered at Closing for any  
19 mortgages or other liens being satisfied as of the Closing Date.

20 **A.** At least one business day prior to the Closing, the Authority shall deliver to Title  
21 Company with directions to record and/or deliver to the Developer fully executed  
22 originals of the following (as applicable):

- 1 (1). Warranty Deed. The Deed to the Property.
- 2 (2). Development Agreement. The Development Agreement executed by the  
3 Authority.
- 4 (3). Memorandum of Agreements. The Memorandum executed by the  
5 Authority.
- 6 (4). Title Affidavits. Owner's Affidavit and standard GAP affidavit required  
7 by the Title Company for title insurance purposes.
- 8 (5). Other Documents. Such other documents and instruments reasonably  
9 requested by the Title Company or the Developer to consummate the transactions  
10 contemplated by this Agreement.

11 **B.** At least one business day prior to the Closing, the Developer shall deliver to Title  
12 Company with directions to record and/or deliver to the Authority at Closing fully  
13 executed originals of the following (as and if applicable):

- 14 (1). Purchase Price. The Purchase Price set forth in Section 4.
- 15 (2). Development Agreement. The Development Agreement.
- 16 (3). Memorandum of Agreements. The Memorandum.

17 **24. Possession**. At Closing, the Authority shall deliver to the Developer legal and physical  
18 possession of the Property.

19 **25. Independent Consideration and Project Documents**. In the event the Developer  
20 terminates this Agreement prior to Closing, the Developer shall deliver to the Authority the  
21 Survey, the Title Commitment and any environmental reports prepared for the Developer and  
22 shall pay to the Authority One Hundred and No/100 Dollars (\$100.00) as consideration for

1 entering into this Agreement (the "Independent Consideration"), which amount the Parties  
2 bargained for and agreed to as consideration for the Authority's grant to the Developer of the  
3 Developer's exclusive right to purchase the Property pursuant to the terms hereof and for the  
4 Authority's execution, delivery and performance of this Agreement. Each Party waives any and  
5 all claims or defenses to enforceability of this Agreement in any way predicated upon the broad  
6 discretion afforded the Developer in evaluating the satisfaction of conditions precedent to the  
7 Developer's performance. The provisions of this Section 25 shall survive termination of this  
8 Agreement.

9 **26. Condemnation.** If, prior to the Closing Date, an authority other than the Authority itself  
10 takes the Property or any material portion thereof by power or exercise of eminent domain, or  
11 institutes any proceedings to effect such a taking, the Authority shall immediately give the  
12 Developer notice of such occurrence, and the Developer shall have the option to terminate this  
13 Agreement, whereupon no Party shall have any obligation to another under this Agreement;  
14 provided, however, if such action is instituted by the Authority, the Authority shall reimburse the  
15 Developer for actual pre-development expenses incurred by the Developer prior to the date of  
16 such notice. If this Agreement is not so terminated, the conveyance that is the subject of this  
17 Agreement shall be completed and the Developer shall receive all proceeds of such  
18 condemnation. As used herein, a material portion of the Property shall be deemed taken if the  
19 same shall unreasonably interfere with the intended use of the Property by the Developer.

20 **27. No Partnership or Venture.** The Developer and its contractors or subcontractors shall  
21 be solely responsible for the completion of the Project. Nothing contained in this Agreement  
22 shall create or effect any partnership, venture or relationship between the Authority and the

1 Developer or any contractor or subcontractor employed by the Developer in the construction of  
2 the Project. No elected official, member, officer, or employee of the Authority during his/her  
3 tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in  
4 this Agreement or any proceeds thereof.

5 **28. Notices.** All notices permitted or required by this Agreement shall be given in writing  
6 and shall be considered given upon receipt if hand delivered to the party or person intended, or  
7 one calendar day after deposit with a nationally recognized overnight commercial courier  
8 service, or two (2) business days after deposit in the United States mail, postage prepaid, by  
9 certified mail, return receipt requested, addressed by name and address to the party or person  
10 intended as follows:

11 To Authority: Community Development Authority of the City of West Allis  
12 Office of the Executive Director  
13 7525 West Greenfield Avenue  
14 West Allis, WI 53214  
15 Attn: Executive Director  
16

17 With a copy to: City of West Allis  
18 Office of the City Attorney  
19 7525 West Greenfield Avenue  
20 West Allis, WI 53214  
21 Attn: City Attorney  
22

23 To Developer: Six Points Office LLC  
24 330 East Kilbourn Avenue  
25 Suite 600 South  
26 Milwaukee, WI 53202  
27

28 With a copy to: Foley & Lardner LLP  
29 777 East Wisconsin Avenue  
30 Milwaukee, WI 53202  
31 Attn: Sarah O. Jelencic  
32  
33



1 **29. Further Assurances.** Following the Closing Date, each of the Parties will take such  
2 further actions and execute and deliver such additional documents and instruments as may be  
3 reasonably requested by any other Party in order to perfect and complete the purchase and sale of  
4 the Property as set forth herein as well as any other transactions specifically contemplated herein.

5 **30. Waiver of Terms.** Except as otherwise provided herein, any of the terms or conditions  
6 of this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof,  
7 but only by a written notice signed by the Party or Parties waiving such terms or conditions. The  
8 waiver of any term or condition shall not be construed as a waiver of any other term or condition  
9 of this Agreement.

10 **31. Right of Entry.**

11 **A. To Developer.** The Authority grants to the Developer, its agents and contractors,  
12 the right to enter upon the Property at all reasonable times prior to closing for the purpose  
13 of performing the physical and environmental tests, investigations, testing and analysis of  
14 the Property and the feasibility of the Property for the Developer's intended use thereof;  
15 however, subject to the terms of that certain Construction License Agreement by and  
16 between the Authority and Mandel Group Properties, Inc., predecessor to Developer, the  
17 Developer must restore the Property to substantially its previous condition if the Closing  
18 does not occur and this Agreement and the Development Agreement are terminated. The  
19 Developer must provide the Authority copies of all written reports generated from such  
20 investigation.

1           **B.     Cooperation.** The Parties shall cooperate with each other and their respective  
2 agents and contractors to facilitate the timely and accurate completion of the aforesaid  
3 tests, examinations, inspections and remedial activities.

4           **C.     License.** The Parties acknowledge that this right of entry is a license only and  
5 does not constitute a lease of or grant of any easement or other interests in real property;  
6 and each agree that in the exercise of such right they shall comply with all valid laws,  
7 ordinances, rules, orders or regulations of the United States, the State of Wisconsin, the  
8 County of Milwaukee, City or any agencies, departments, districts or commissions  
9 thereof.

10       **32.   Amendment of Agreement.** This Agreement may be amended, supplemented, or  
11 modified at any time, but only by a written instrument duly executed by the Authority and the  
12 Developer.

13       **33.   Governing Law and Venue.** This Agreement shall, in all respects whether as to  
14 validity, construction, capacity, performance, or otherwise, be governed by the laws of the State  
15 of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be  
16 commenced and maintained only in a court of competent jurisdiction in the state or federal courts  
17 located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the  
18 exclusive jurisdiction of such courts.

19       **34.   As Is, Where Is.**

20           **A.     Sale.** The sale of the Property to the Developer hereunder shall be **AS IS,**  
21 **WHERE IS,** as described in Section 7 with all faults and without representation or  
22 warranty of any kind except as expressly provided in this Agreement and in the

1 documents delivered at Closing and any other warranties or representations of any kind  
2 made either orally or in writing by any agent or representative of the Authority or anyone  
3 purporting to be an agent or representative of the Authority shall be of no force and  
4 effect. Except as expressly provided in this Agreement and in the documents delivered at  
5 Closing, the Developer hereby acknowledges that it does not rely upon any  
6 representation or warranty made by the Authority or by the Authority's agents and,  
7 except as expressly provided in this Agreement and in the documents delivered at  
8 Closing, none have been made.

9 **B. Developer's Investigation.** Prior to Closing, the Developer, with the cooperation  
10 and assistance of the Authority as provided in this Agreement, will have investigated and  
11 will have knowledge of operative or proposed governmental laws and regulations  
12 (including, but not limited to, zoning, environmental and land use laws and regulations)  
13 to which the Property is or may be subject and, based upon the foregoing, the Developer  
14 shall accept the Property upon the basis of its review and determination of the  
15 applicability and effect of such laws and regulations, except as expressly provided in this  
16 Agreement.

17 **C. Warranties.** The Developer further acknowledges that Authority, its agents and  
18 employees and other persons acting on behalf of Authority have made no representation  
19 or warranty of any kind in connection with any matter relating to the condition, value,  
20 fitness, use or zoning of the Property upon which the Developer has relied directly or  
21 indirectly for any purpose other than as may be expressly provided in this Agreement and  
22 in the documents delivered at Closing.

1   **35.   Successors and Assigns.** This Agreement and all rights and obligations therein,  
2 including but not limited to the indemnification provisions thereunder, may be assigned in whole  
3 or in part by the Developer to an affiliated entity upon notice to the Authority. For purposes of  
4 this Section 35, the term “affiliated entity” shall mean an entity controlling or controlled by or  
5 under common control with the Developer. This Agreement may also be collaterally assigned in  
6 whole or in part by the Developer to any lender or lenders holding a mortgage on all or any part  
7 of the Property. No such lender shall have any liability hereunder unless said lender elects to  
8 effectuate such assignment and exercise the Developer’s rights hereunder.

9   **36.   Execution in Counterparts.** This Agreement may be executed simultaneously in one or  
10 more counterparts, each of which shall be deemed an original Agreement, but all of which  
11 together shall constitute one and the same instrument.

12   **37.   Titles and Headings.** Titles and headings to sections or subsections are for purposes of  
13 references only and shall in no way limit, define, or otherwise affect the provisions herein.

14   **38.   Entire Agreement.** This Agreement, including the schedules and Exhibits annexed  
15 hereto, and listed below. All the schedules and Exhibits constitute the entire agreement and  
16 supersedes all other prior agreements and understandings, both written and oral, by the Parties or  
17 any of them, with respect to the subject matter hereof.

- 18       Exhibit A       -       Property CSM
- 19       Exhibit B       -       Project Elevation and Site Plan
- 20       Exhibit C       -       Warranty Deed Form
- 21       Exhibit D       -       Case Closure Denial for Missing Cap
- 22       Exhibit E       -       Development Agreement

- 1 Exhibit F - Intentionally Deleted
- 2 Exhibit G - Memorandum
- 3 Exhibit H - Intentionally Deleted
- 4 Exhibit I - Intentionally Deleted
- 5 Exhibit J - Intentionally Deleted
- 6 Exhibit K - Intentionally Deleted
- 7 Exhibit L - Intentionally Deleted
- 8 Exhibit M(1) - Apartment Parcel
- 9 Exhibit M(2) - SoNa Parcel

10 **39. Interpretation.** Unless the context requires otherwise, all words used in this Agreement  
11 in the singular number shall extend to and include the plural, all words in the plural number shall  
12 extend to and include the singular, and all words in any gender shall extend to and include all  
13 genders.

14 **40. Construction.** The Authority and the Developer acknowledges that each party and its  
15 counsel have reviewed and revised this Agreement and that the normal rule of construction to the  
16 effect that any ambiguities are to be resolved against the drafting party shall not be employed in  
17 the interpretation of this Agreement or any amendments or exhibits hereto.

18 **41. Severability.** If any term or provision of this Agreement is determined to be invalid,  
19 illegal or incapable of being enforced by any rule or law, or public policy, all other conditions  
20 and provisions of this Agreement shall nevertheless remain in full force and effect. If the  
21 Developer or its successors or assigns challenge or obtain a ruling that provisions of Section 14  
22 is invalid, this Agreement shall be void and the provisions of Section 42 shall apply.

1     **42.     Default Provisions and Remedies.**

2             **A.     Authority Remedies.** In the event that the purchase and sale of the Property is  
3 not consummated because of an Event of Default (as hereinafter defined) by the Developer, the  
4 Authority shall have the right to terminate this Agreement, whereupon neither Party shall have  
5 any further obligation to the other under this Agreement, except for those agreements, which by  
6 their terms, expressly survive termination of this Agreement.

7             **B.     Developer Remedies.** In the event that the purchase and sale of the Property is  
8 not consummated because of the Authority's failure to perform its obligations under this  
9 Agreement or if the Authority causes any Event of Default, then the Developer shall have the  
10 following rights and remedies, which shall be cumulative to the fullest extent permitted by law:  
11 (1) to seek injunctive relief; (2) to bring an action for specific performance; (3) to terminate this  
12 Agreement upon notice to the Authority, whereupon the Developer and the Authority shall have  
13 no further rights, obligations or liabilities hereunder, except for those agreements, which by their  
14 terms, expressly survive termination of this Agreement; and (4) to bring an action for direct  
15 money damages.

16             **C.     Limitation on Remedies.** Neither party shall be liable to the other for  
17 consequential, indirect, incidental or exemplary damages, whether based on contract, negligence,  
18 and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party  
19 shall be entitled to its costs, including statutory attorney's fees.

20             **D.     Event of Default.** A breach of any of the material provisions of this Agreement  
21 shall constitute a default. In addition, the following shall constitute a default by the  
22 Developer under this Agreement:

1 (1). The Developer fails to perform or satisfy any of its obligations under this  
2 Agreement or the Development Agreement within thirty (30) days following  
3 written notice from the Authority; provided, however, if the default is not  
4 reasonably susceptible of cure within such thirty (30) day period, then the  
5 Developer shall have such additional period of time to cure the default as long as  
6 the Developer is diligently pursuing such cure to completion, not to exceed sixty  
7 (60) days.

8 (2). The Developer becomes insolvent or generally does not pay or becomes  
9 unable to pay or admits in writing to its inability to pay, its debts as they mature.

10 (3). The Developer makes an assignment for the benefit of creditors or to an  
11 agent authorized to liquidate any substantial amount of assets.

12 (4). The Developer becomes the subject of an "order for relief" within the  
13 meaning of the United States Bankruptcy Code or files a petition in bankruptcy,  
14 for reorganization or to affect a plan or other arrangement with creditors.

15 (5). The Developer has a petition or application filed against it in bankruptcy  
16 or any similar proceeding or has such a proceeding commenced against it, and  
17 such petition, application or proceeding shall remain undismissed for a period of  
18 ninety (90) days or the Developer shall file an answer to such petition or  
19 application, admitting the material allegations thereof.

20 (6). The Developer applies to a court for the appointment of a receiver or  
21 custodian for any of its assets or properties or has a receiver or custodian

1 appointed for any of its assets or properties, with or without consent, and such  
2 receiver shall not be discharged within ninety (90) days after his appointment.

3 (7). The Developer adopts a plan of complete liquidation of its assets.

4 **43. No Reliance.** No third party, except for the City of West Allis as to Section 14 of this  
5 Agreement, is entitled to rely on any of the representations, warranties, or agreements of the  
6 Developer or the Authority contained in this Agreement. The Developer and the Authority  
7 assume no liability to any third party because of any reliance on the representations, warranties  
8 and agreements of the Developer and the Authority contained in this Agreement.

9 **44. Survive the Closing.** The agreements, covenants, warranties and representations  
10 contained herein shall survive the Closing of the transaction contemplated herein. Following  
11 completion of the Commercial Building, the Authority agrees to provide upon request a written  
12 certificate of completion in a form mutually agreed to by the parties that confirms completion of  
13 the Commercial Building and termination of those provisions of this Agreement that, by their  
14 nature, terminate upon the Commercial Building completion.

15 **45. Representations and Warranties.** All representations and warranties contained in any  
16 certificate, instrument, or document executed and delivered by any Party pursuant to this  
17 Agreement and the transactions contemplated hereby prior to Closing shall, unless otherwise  
18 expressly provided therein or in this Agreement, be deemed representations and warranties by  
19 such Party solely for purposes of establishing if a breach of any representation or warranty has  
20 occurred hereunder and nothing contained herein will in any way modify, change or prolong the  
21 survival or term of any such warranty or representation.



1    **46.    Binding Effect.** The terms and conditions of this Agreement shall be binding upon and  
2 benefit the Parties and their respective successors and assigns.

3    **47.    Good Faith.** The Parties covenant and agree to act in good faith in the performance and  
4 enforcement of the provisions of this Agreement.

5    **48.    Confidentiality Agreement.** The Authority acknowledges that certain portions of the  
6 materials to be exchanged pursuant to this Agreement (e.g., financial statements, project models)  
7 contain sensitive and proprietary information relating to the Developer, the Property, and the  
8 Project, and that disclosure could cause irreparable harm if such materials were to be made  
9 available to the general public. Additionally, certain of the materials to be exchanged may be  
10 trade secrets or copyrighted. The Parties further acknowledge that the Authority is subject to the  
11 requirements of the Wisconsin Public Records Law, Wis. Stats. §§19.21 et seq. Under these  
12 statutes, all documents and records are subject to public disclosure, unless there is a statutory,  
13 common law, or public policy reason for nondisclosure. The Parties acknowledge that this  
14 Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin  
15 (Wis. Stat. Section 19.21 et seq.) This Agreement and the Development Agreement, and other  
16 attachments to this agreement are deemed to be public records. Instead of providing directly to  
17 the Authority, the City or FIRE, the Developer may deliver the project budgets, pro formas,  
18 project financial models, other documents that contain the Developer's financial information  
19 and/or certain financial statements to the Authority's, City's and/or FIRE's financial consultant  
20 (which information shall remain confidential, except to the extent attached to this Agreement or  
21 any of its exhibits) and the financial consultant will report to the Authority, the City, and FIRE  
22 on the contents thereof. Should the Authority receive a records request for the Developer's pro

1 forma, project financial models, or other documents that contain the Developer's financial  
2 information, the Authority shall notify the Developer of the request and afford the Developer a  
3 reasonable period of time (not to exceed ten (10) days) to respond to the Authority. If the  
4 Developer objects to release of the requested record(s) or part thereof, the Authority shall  
5 perform the common law balancing test. If the Authority determines that the balance falls in  
6 favor of non-disclosure, it shall so inform the Developer and the requestor. If the Authority  
7 determines that the balance falls in favor of disclosure, it shall so notify the Developer and the  
8 requestor and afford the Developer a reasonable time (not to exceed ten (10) business days) to  
9 commence an action seeking to prevent disclosure of the record(s).

10 **49. Force Majeure.** No Party shall be responsible to the other Party for any resulting losses,  
11 and it shall not be an Event of Default hereunder, if fulfillment of any of the terms of this  
12 Agreement is delayed or prevented by reason of acts of God, inclement weather, civil disorders,  
13 wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods, legally required  
14 environmental remedial actions, shortage of materials, relocation of utilities, or by other cause  
15 not within the control of the Party whose performance was interfered with ("Force Majeure"),  
16 and which by the exercise of reasonable diligence such Party is unable to prevent. The time for  
17 performance shall be extended by the period of delay occasioned by such Force Majeure.

18

**[Signature Pages Follow]**

AGREED TO BY AND BETWEEN the Developer and the Authority on the date first set forth above.

**COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF WEST ALLIS**

By: \_\_\_\_\_  
John F. Stibal, Executive Director

Dated: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Scott E. Post, City Attorney

**SIX POINTS OFFICE LLC**

By: Mandel/Six Points Office LLC,  
its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Scott E. Post, City Attorney

*[Signature Page to Purchase and Sale Agreement]*

**EXHIBITS TABLE**

- Exhibit A - Property CSM**
- Exhibit B - Project Elevation and Site Plan**
- Exhibit C - Warranty Deed**
- Exhibit D - Case Closure Denial for Missing Cap**
- Exhibit E - Development Agreement**
- Exhibit F - Intentionally Deleted**
- Exhibit G - Memorandum of Agreements**
- Exhibit H - Intentionally Deleted**
- Exhibit I - Intentionally Deleted**
- Exhibit J - Intentionally Deleted**
- Exhibit K - Intentionally Deleted**
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- Exhibit M(1) - Apartment Parcel**
- Exhibit M(2) - SoNa Parcel**

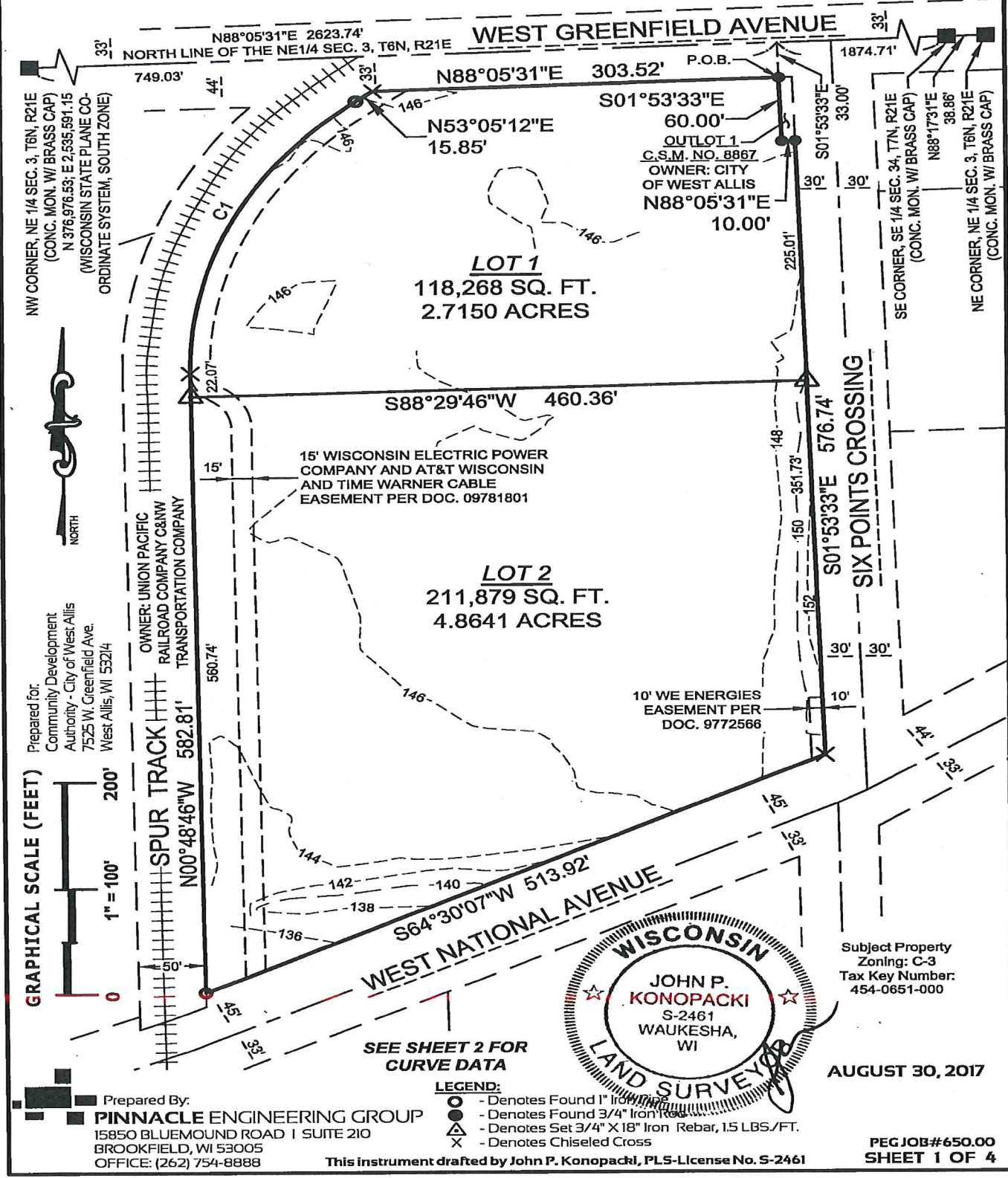
**EXHIBIT A**

**Property CSM**

**[See Attached]**

# CERTIFIED SURVEY MAP NO. 8966

Being Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.



**GRAPHICAL SCALE (FEET)**  
 0 100 200  
 1" = 100'

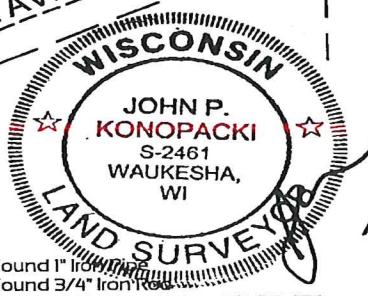
Prepared for:  
 Community Development  
 Authority - City of West Allis  
 7525 W. Greenfield Ave.  
 West Allis, WI 53214

NW CORNER, NE 1/4 SEC. 3, T6N, R21E  
 (CONC. MON. W/ BRASS CAP)  
 N 376.976.53; E 2,535.591.15  
 (WISCONSIN STATE PLANE CO-  
 ORDINATE SYSTEM, SOUTH ZONE)

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD 1 SUITE 210  
 BROOKFIELD, WI 53005  
 OFFICE: (262) 754-8888

- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Found 3/4" Iron Rod
  - △ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
  - X - Denotes Chiseled Cross

SEE SHEET 2 FOR CURVE DATA



Subject Property  
 Zoning: C-3  
 Tax Key Number:  
 454-0651-000

**AUGUST 30, 2017**

**PEG JOB#650.00  
 SHEET 1 OF 4**

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

# CERTIFIED SURVEY MAP NO. 8966

Being Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1 of Certified Survey Map No. 8867, recorded in the office of the Register of Deeds for Milwaukee County on November 11, 2016 as Document No. 10622535, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 3;  
Thence North 88°05'31" East along the north line of said Northeast 1/4, 749.03 feet;  
Thence South 01°53'33" East, 33.00 feet to the south right of way line of West Greenfield Avenue and the Point of Beginning;

Thence continuing South 01°53'33" East along the west line of Outlot 1 of Certified Survey Map No. 8867, 60.00 feet to the south line of said Outlot 1;  
Thence North 88°05'31" East along said south line, 10.00 feet to the west right of way line of Six Points Crossing;  
Thence South 01°53'33" East along said west right of way line, 576.74 feet to the north right of way line of West National Avenue;  
Thence South 64°30'07" West along said north right of way line, 513.92 feet to the east line of a Spur Track;  
Thence North 00°48'46" West along said east line, 582.81 feet to a point of curvature;  
Thence northeasterly 294.70 feet along the arc of said curve to the right and said east line, whose radius is 313.27 feet and a chord bearing North 26°08'13" East, 283.95 feet;  
Thence North 53°05'12" East along said east line, 15.85 feet to the aforesaid south right of way line of West Greenfield Avenue;  
Thence North 88°05'31" East along said south right of way line, 303.52 feet to the Point of Beginning.

Containing 330,147 square feet (7.5791 acres) of land more or less.

That I have made such survey, land division and map by the direction of Community Development Authority of the City of West Allis, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

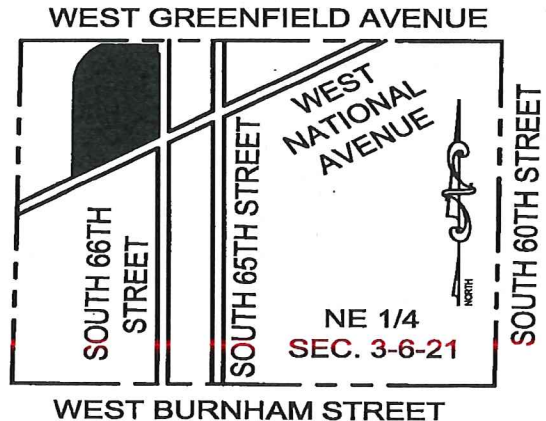
That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the City of West Allis Land Division Ordinance in surveying, mapping and dividing the same.

Date: AUGUST 30, 2017



*(Signature)*  
John P. Konopacki  
Professional Land Surveyor S-2461

**VICINITY MAP**  
SCALE 1"=1000'



**NOTES:**

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Vertical Datum: City of West Allis Vertical Datum. Contours are shown at 2' intervals based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 Section 3, Town 6 North, Range 21 East, Elevation = 147.93.
- Bearings referenced to C.S.M. NO. 8867. The north line of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East has a bearing of N88°05'31"E.

CURVE DATA					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	294.70'	313.27'	053°53'58"	N26°08'13"E	283.95'

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#650.00  
SHEET 2 OF 4



# CERTIFIED SURVEY MAP NO. 8966

Being Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

## OWNER'S CERTIFICATE

Community Development Authority of the City of West Allis, as owner, does hereby certify that it caused the land described on this certified survey map to be surveyed, divided and mapped as presented on this certified survey map.

We also certify that this certified survey map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. City of West Allis
2. Milwaukee County

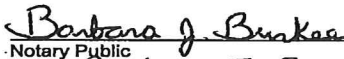
IN WITNESS WHEREOF, the said Community Development Authority of the City of West Allis has caused these presents to be signed by John Stibal, Executive Director of the Community Development Authority, at West Allis, Milwaukee County, Wisconsin, on this 6<sup>th</sup> day of October, 2017.

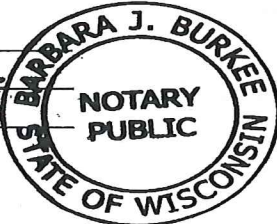
In the presence of: Community Development Authority of the City of West Allis

  
\_\_\_\_\_  
John Stibal  
Executive Director of the  
Community Development Authority

STATE OF WISCONSIN)  
MILWAUKEE COUNTY) SS

Personally came before me this 6<sup>th</sup> day of October, 2017, John Stibal, Executive Director of the Community Development Authority, of the above named Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer, by its authority.

  
\_\_\_\_\_  
Notary Public  
Name: Barbara J. Burkee  
State of Wisconsin  
My Commission Expires: 10-18-19  
10-18-19



**DOC. # 10722457**

**RECORDED:  
10/23/2017 11:13 AM  
JOHN LA FAVE  
REGISTER OF DEEDS  
MILWAUKEE COUNTY, WI  
AMOUNT: 30.00**



Prepared By:

**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#650.00  
SHEET 3 OF 4

**CERTIFIED SURVEY MAP NO. 8966**

Being Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

**CITY OF WEST ALLIS COMMON COUNCIL APPROVAL**

Be it resolved by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map of a parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin be and the same is hereby adopted.

Approved: September 25, 2017

Tom Devine  
Tom Devine, Mayor

Adopted: September 19, 2017

Monica Schultz  
Monica Schultz, City Clerk

**CERTIFICATE OF CITY TREASURER**

I, Peggy Steeno, being the duly appointed, qualified Treasurer of the City of West Allis, Wisconsin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of October 5, 2017 on any of the lands included in this Certified Survey Map.

Peggy Steeno  
Peggy Steeno, Finance Director/Comptroller/Treasurer

**CERTIFICATE OF CITY CLERK**

I, Monica Schultz, do hereby certify that I am the duly appointed, qualified City Clerk of the City of West Allis, Wisconsin, and that the foregoing is a true and correct copy of a resolution by adopted by the Common Council of the City of West Allis, Wisconsin on the 19th day of September, 2017.

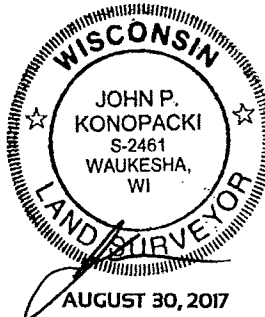
Monica Schultz  
Monica Schultz, City Clerk

**CERTIFICATE OF COUNTY TREASURER**

STATE OF WISCONSIN)  
MILWAUKEE COUNTY) SS

I, David Cullen, being the duly elected, qualified and acting Treasurer of the County of Milwaukee, Wisconsin, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and no unpaid taxes or unpaid special assessments as of 10/17, 2017.

David Cullen  
David Cullen, Milwaukee County Treasurer



Prepared By:  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

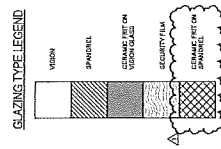
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#650.00  
SHEET 4 OF 4

**EXHIBIT B**

**Project Elevation and Site Plan**

**[See Attached]**

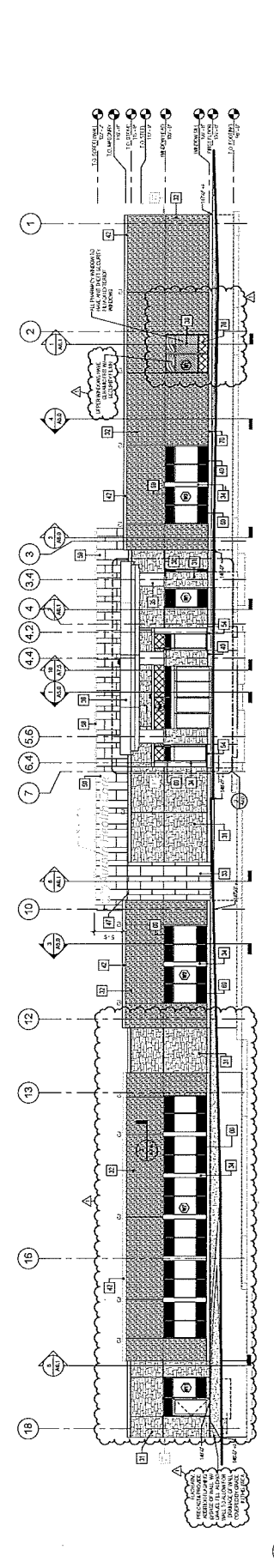
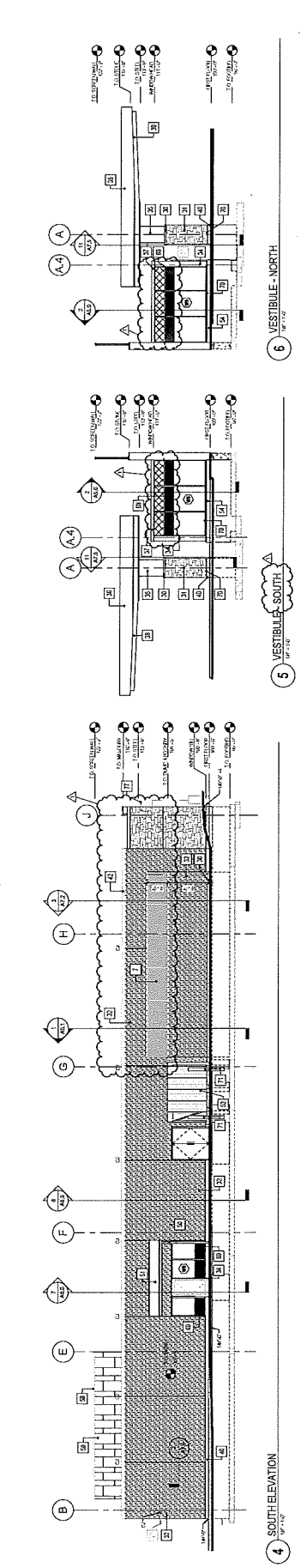
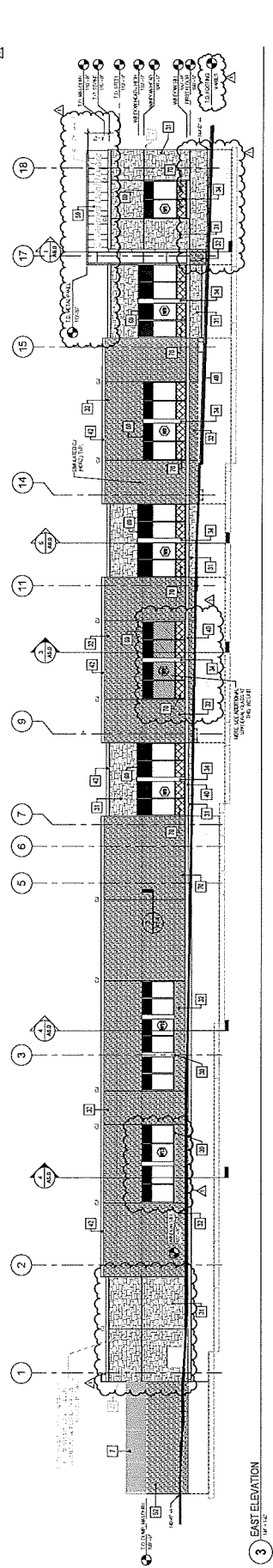
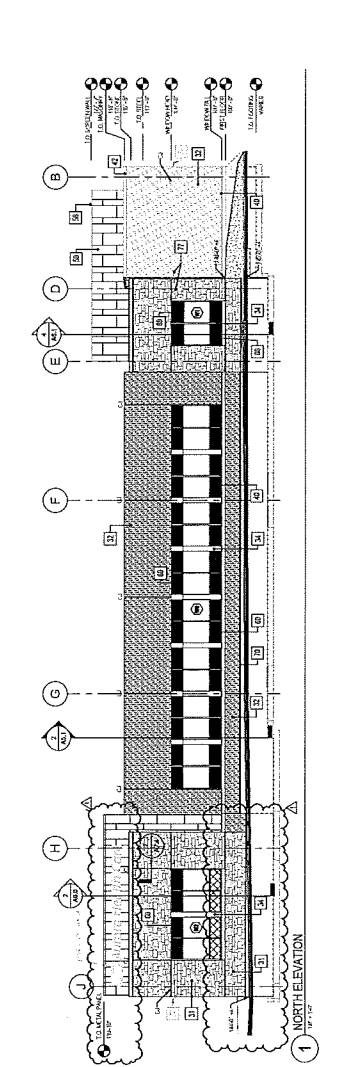
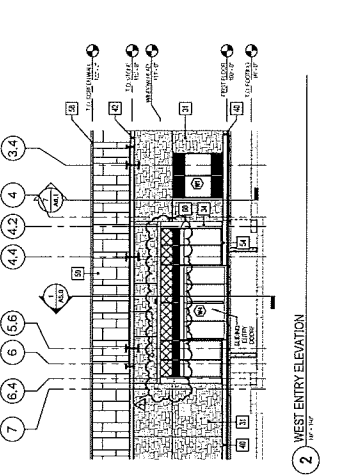


**EXTERIOR ELEVATIONS**

Scale	1/8" = 1'-0"	
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**EXTERIOR ELEVATION NOTES**

1. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.
2. SEE GENERAL NOTES FOR WINDOW AND DOOR SCHEDULES.
3. SEE GENERAL NOTES FOR ROOFING AND EXTERIOR WALL FINISHES.
4. SEE GENERAL NOTES FOR EXTERIOR LIGHTING AND SIGNAGE.
5. SEE GENERAL NOTES FOR EXTERIOR FURNITURE AND PLANTING.
6. SEE GENERAL NOTES FOR EXTERIOR ACCESSIBILITY.
7. SEE GENERAL NOTES FOR EXTERIOR SECURITY.
8. SEE GENERAL NOTES FOR EXTERIOR MAINTENANCE.
9. SEE GENERAL NOTES FOR EXTERIOR VENTILATION.
10. SEE GENERAL NOTES FOR EXTERIOR SOUND ATTENUATION.
11. SEE GENERAL NOTES FOR EXTERIOR ENERGY EFFICIENCY.
12. SEE GENERAL NOTES FOR EXTERIOR CLIMATE CONTROL.
13. SEE GENERAL NOTES FOR EXTERIOR AIR QUALITY.
14. SEE GENERAL NOTES FOR EXTERIOR WATER MANAGEMENT.
15. SEE GENERAL NOTES FOR EXTERIOR PEST CONTROL.
16. SEE GENERAL NOTES FOR EXTERIOR FIRE SAFETY.
17. SEE GENERAL NOTES FOR EXTERIOR DISASTER PREPAREDNESS.
18. SEE GENERAL NOTES FOR EXTERIOR RESILIENCE.
19. SEE GENERAL NOTES FOR EXTERIOR SUSTAINABILITY.
20. SEE GENERAL NOTES FOR EXTERIOR WELL-BEING.
21. SEE GENERAL NOTES FOR EXTERIOR COMMUNITY ENGAGEMENT.
22. SEE GENERAL NOTES FOR EXTERIOR EQUITY.
23. SEE GENERAL NOTES FOR EXTERIOR JUSTICE.
24. SEE GENERAL NOTES FOR EXTERIOR INCLUSION.
25. SEE GENERAL NOTES FOR EXTERIOR PARTICIPATION.
26. SEE GENERAL NOTES FOR EXTERIOR TRANSPARENCY.
27. SEE GENERAL NOTES FOR EXTERIOR ACCOUNTABILITY.
28. SEE GENERAL NOTES FOR EXTERIOR RESPONSIBILITY.
29. SEE GENERAL NOTES FOR EXTERIOR ETHICS.
30. SEE GENERAL NOTES FOR EXTERIOR INTEGRITY.
31. SEE GENERAL NOTES FOR EXTERIOR HONESTY.
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34. SEE GENERAL NOTES FOR EXTERIOR COMPASSION.
35. SEE GENERAL NOTES FOR EXTERIOR EMPATHY.
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52. SEE GENERAL NOTES FOR EXTERIOR SOCIETY.
53. SEE GENERAL NOTES FOR EXTERIOR CULTURE.
54. SEE GENERAL NOTES FOR EXTERIOR IDENTITY.
55. SEE GENERAL NOTES FOR EXTERIOR BELONGING.
56. SEE GENERAL NOTES FOR EXTERIOR CONNECTION.
57. SEE GENERAL NOTES FOR EXTERIOR ENGAGEMENT.
58. SEE GENERAL NOTES FOR EXTERIOR PARTICIPATION.
59. SEE GENERAL NOTES FOR EXTERIOR INFLUENCE.
60. SEE GENERAL NOTES FOR EXTERIOR VOICE.
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66. SEE GENERAL NOTES FOR EXTERIOR RENEWAL.
67. SEE GENERAL NOTES FOR EXTERIOR RESTORATION.
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72. SEE GENERAL NOTES FOR EXTERIOR REIMAGINING.
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100. SEE GENERAL NOTES FOR EXTERIOR RECONCILING.





**EXHIBIT C**

**Warranty Deed**

**[See Attached]**







**EXHIBIT D**

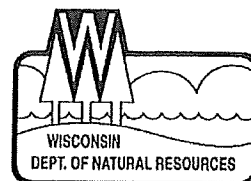
**Case Closure Denial for Missing Cap**

**[See Attached]**



State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
2300 N. Dr. Martin Luther King, Jr. Drive  
Milwaukee WI 53212-3128

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



April 25, 2016

City of West Allis CDA  
Mr. John Stibal  
7525 W. Greenfield Avenue  
West Allis WI 53214

Subject: Case Closure Denial for missing cap  
Pressed Steel Tank Co., 1445 Six Points Crossing, West Allis, Wisconsin 53214  
DNR BRRTS Activity # 02-41-385114 FID # 241037940

Dear Mr. Stibal:

On April 14, 2016, the Southeast Region closure committee reviewed your request for closure of the case described above. The Department of Natural Resources (DNR) reviews environmental remediation cases for compliance with state and federal laws to maintain consistency in the closure of these cases. As discussed with you on April 20, 2016, the closure committee has denied closure because additional requirements must be met. The purpose of this letter is to inform you of the remaining requirements for obtaining closure. We request that within 60 days of this letter, you provide us with your written response regarding the necessary work and a schedule for completion of this work.

As noted above, additional site work is necessary in order to meet the requirements for site closure. Specifically, the cap, which was proposed as a remedial action to provide a direct contact exposure barrier for the residual soil contamination, is not currently in place.

A complete closure request should be re-submitted once the remedy has been put in place, along with associated documentation of that action, to let the Department know that applicable requirements have been met. Case closure can be considered once all the above requirements have been satisfied.

**Within 60 days of the date of this letter, please respond in writing with a schedule of your plans to meet these requirements. Until requirements have been met, your site will remain "open" and you will also need to continue to submit the semi-annual progress reports, as required by s. NR 700.11, Wis. Adm. Code.** You will also be responsible for any operation and maintenance activities required under s. NR 724.13, Wis. Adm. Code.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact Greg Michael at 262.574.2176 or [Greg.Michael@Wisconsin.gov](mailto:Greg.Michael@Wisconsin.gov).

Sincerely,

Pamela A. Mylotta  
Southeast Region Team Supervisor  
Remediation & Redevelopment Program

cc: Arcadis U.S., Inc., Benjamin Verburg, 126 N Jefferson St. Suite 400, Milwaukee, WI 53202

**EXHIBIT E**

**Development Agreement**

**[See Attached]**

1 **Purchase and Sale Agreement**

2 **EXHIBIT E**

3 **DEVELOPMENT AGREEMENT**  
4 **(Commercial Parcel)**

5  
6 **THIS DEVELOPMENT AGREEMENT** (“Agreement”), made and entered into as of  
7 the \_\_\_\_ day of December, 2017, by and between the Community Development Authority of  
8 the City of West Allis, a separate body politic created by ordinance of the City of West Allis,  
9 pursuant to Section 66.1335 of the Wisconsin Statutes, (“Authority”) and Six Points Office LLC,  
10 a Wisconsin limited liability company, its successors and/or assigns (“Developer”). Authority  
11 and Developer are each referred to herein as a party or together as the “Parties.”

12 **WHEREAS**, the Developer and Authority have entered into a Purchase and Sale  
13 Agreement (the “Purchase and Sale Agreement”) for the purchase and the sale of certain  
14 property owned by Authority and described in the Purchase and Sale Agreement as Lot 1 (the  
15 “Property”), which Property is more particularly described in **Exhibit A – Property CSM** of  
16 the Purchase and Sale Agreement which is incorporated herein;

17 **WHEREAS**, as of the date hereof, Authority closed on the sale of the Property to  
18 Developer pursuant to the Purchase and Sale Agreement, which sale was contingent upon the  
19 Developer’s commitment to constructing the Project (as defined below) on the Property; and,

20 **WHEREAS**, the Developer intends to construct one approximately 30,000 sq. ft. medical  
21 office building with approximately 135 surface parking spaces. The development will be  
22 generally consistent with the preliminary site plan and rendering, referenced as **Exhibit B –**  
23 **Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement, which, subject  
24 to Section 1.B below, the Authority agrees is acceptable in all respects, and satisfies, in  
25 Authority’s opinion, the standards set forth in this Development Agreement. The development

1 described above is hereinafter referred to as the “Project” and is located within Six  
2 Points/Farmers Market Redevelopment Area, north of W. National Ave., west of Six Points  
3 Crossing, in the City of West Allis, Wisconsin and will be developed pursuant to the terms of  
4 this Agreement; and,

5 **WHEREAS**, the Developer and Authority desire to set forth in writing the terms and  
6 conditions under which Developer has agreed to develop and maintain the Project; and

7 **NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained  
8 herein, and for other good and valuable consideration, the receipt and sufficiency of which are  
9 hereby acknowledged, it is agreed as follows:

10 **1. AUTHORITY’S OBLIGATIONS.** Authority shall be obligated as follows:

11 **A. Sale of the Property.** As of the date of this Agreement, Authority shall have  
12 closed the sale of the Property to the Developer.

13 **B. Zoning and Planning Approvals.** Prior to Closing (as defined in the Purchase  
14 and Sale Agreement) and after Closing (if necessary), Authority shall use its best  
15 efforts to expedite the zoning and plan review process of City to accommodate  
16 Developer’s development schedule for the construction of the Project. To the  
17 extent not already approved on or prior to the date of this Agreement, all such  
18 required approvals are subject to final approval of City’s Common Council and  
19 City’s Plan Commission. Authority agrees to use its best efforts to assist  
20 Developer in obtaining these approvals (and the approvals required of any other  
21 entity related to West Allis) and to expedite them.



1 required by this Section, subject to Force Majeure (as defined below), shall  
2 constitute a breach of this Agreement; provided, however, such failure shall not  
3 constitute a default if Developer is pursuing substantial completion of  
4 construction in good faith and with due diligence. Authority hereby acknowledges  
5 and agrees that the term "Project," as used herein, shall be limited to Developer's  
6 limited obligation to construct only site improvements and the base, core, and  
7 shell of the building on the Property, and that Developer has no obligation to  
8 complete the interior build-out of such building.

9 **E. Information Sharing.** Developer has prepared a budget for the preparation,  
10 construction and landscaping of the Project and has submitted the same to  
11 Authority for its approval. Developer shall maintain records such that its actual  
12 expenditures for the preparation, construction and landscaping of the Project may  
13 be ascertained and reconciled against such budget. From time to time, upon  
14 reasonable notice from Authority, Authority shall be entitled to examine such  
15 records to verify construction costs.

16 **F. Availability of Funds and Approval for Construction.** Prior to the execution  
17 of this Agreement, and from time to time thereafter, upon reasonable request of  
18 Authority, but not more than once in a 12-month period, Developer shall provide  
19 to Authority evidence satisfactory to Authority and its financial and/or  
20 construction cost consultants, in Authority's reasonable discretion, that Developer  
21 has available to it the necessary corporate approvals and sufficient funds for the  
22 completion of the Project upon the schedule set forth herein.



1 Notwithstanding anything in Section 2.E or Section 2.F to the contrary, Section  
2 48 of the Purchase and Sale Agreement shall apply with respect to any materials  
3 that Developer determines contain sensitive or proprietary information relating to  
4 Developer or the Property or that may be trade secrets or copyrighted. Pursuant  
5 to said Section 48, among other things, Developer may deliver such materials to  
6 Authority's financial consultant, and the financial consultant will report to  
7 Authority on the contents thereof.

8 **G. Conveyance.** Prior to issuance of an Occupancy Permit, Developer shall not sell,  
9 transfer or convey the Property to anyone other than an Affiliate (as hereinafter  
10 defined), except that Developer may at any time, with or without the Authority's  
11 consent: (i) mortgage all or any portion of the Project property as security for the  
12 Project's financing; and (ii) collaterally assign Developer's interest in this  
13 Agreement to Developer's mortgage lender ("Lender") in connection with the  
14 Project's financing. For purposes of this Agreement "Affiliate" shall mean an  
15 entity controlling, controlled by or in common control with Developer. Nothing  
16 herein shall preclude Developer from selling a majority membership interest in  
17 the ownership of the Property. Lender shall be permitted to foreclose on the  
18 Property without Authority's consent.

19 **H. Nondiscrimination.** No owner or occupant of the Property shall restrict the use  
20 or enjoyment of the Property or the Project of a person in a protected status in the  
21 sale, use or occupancy thereof.

22 3. **ARCHITECTURAL DESIGN, URBAN FORM AND CONSTRUCTION**  
23 **STANDARDS.**

1 The Parties intend that the Project will create a quality development that fits the context and  
2 vitality of the surrounding neighborhood redevelopment while utilizing contemporary design  
3 standards. The development will also increase the tax base and enhance the neighborhood.  
4 Building plans and specifications, including architectural elevations, for the Project, to include  
5 construction materials, are subject to review and final approval by City's Plan Commission,  
6 pursuant to the provisions of this Agreement.

7 The basic design and exterior construction materials of the Project shall be substantially in  
8 conformity with **Exhibit B - Project Elevation and Site Plan**, attached to the Purchase and Sale  
9 Agreement,, and made a part hereof. Unless otherwise approved by the City's Plan Commission,  
10 architectural and site treatments must be aesthetically appropriate and compatible with the  
11 following standards.

12 **A. Building Placement and Composition.** The design and placement of buildings  
13 shall respond to the general characteristics of the surroundings. Building form  
14 and scale shall:

15 (1) Relate to other nearby buildings and incorporate interesting building  
16 elements from surrounding buildings, where applicable.

17 (2) Contain the three traditional parts of a building in appropriate proportions:  
18 base, mid-section and top.

19 (3) Be of a scale for new buildings that is compatible with adjacent buildings.  
20 Use transitions to achieve compatibility between larger buildings next to  
21 small scale buildings; transition techniques shall include building elements  
22 of different heights, building or roof articulation, and building projections  
23 such as covered walkways.

1 (4) Generally not contain “franchise” architecture, although the use of  
2 corporate identifying elements may be appropriate on a building that  
3 otherwise reflects the desired vision of the area.

4 **B. Building Elements.** A consistent architectural style shall be used for all  
5 buildings, auxiliary structures, and all related site elements, such as screen walls,  
6 planters, trellises, and street furniture.

7 (1) **Building Base.** The lowest portion of a building at grade creates  
8 opportunity to establish an architectural base. This base may be a  
9 projection, a change in surface texture, or a change in material or color.  
10 The size of the base shall be in proportion to the overall size of the  
11 building.

12 (a) Base materials shall be highly resistant to damage, defacement,  
13 and general wear and tear. Pre-cast decorative concrete, stone  
14 masonry, brick, slate, and commercial grade ceramic tile are  
15 examples of excellent base materials. The use of anti-graffiti  
16 coating on base materials is encouraged.

17 (b) In general, the base materials shall appear “heavier” and “darker”  
18 in appearance than the materials and color used for the building’s  
19 main exterior.

20 (c) The first floor of any mixed-use building or public elements/rooms  
21 should be set-off from the middle and top of the building through  
22 increased height and fenestration.

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(2) **Windows, Doors and Openings.** Windows, doors, and other openings shall be detailed to emphasize them as important parts of the building.

(a) The placement of windows, door and openings shall be consistent in a manner that produces a predictable rhythm.

(b) Windows, doors and openings shall be offset from the general plane of the façade to produce a pattern of solids and voids.

(c) Windows, doors and openings shall be trimmed in a manner that emphasizes their existence (examples include, but are not limited to: headers and sills).

(d) Building entries shall be framed with architectural embellishment for articulation, be visible from the street, and be easily recognizable.

(e) Exterior AC units, if any, shall be integrated into the design of the window unit.

(f) Operable windows that allow the circulation of fresh air are encouraged.

(g) Spandrel glass should be avoided.

(3) **Building Facades.**

(a) No side, elevation or facade of the building is exempt from public view; consequently, all sides, elevations or facades of the building shall be visually pleasing and architecturally and aesthetically compatible with the surrounding environment.

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(b) Building walls shall be broken up with articulation, including projections or recessions to reduce any unbroken massing into lengths of approximately 30 feet or fewer along all sides of the building.

(c) Along any public street frontage, the building design should include vision windows, arcades, awnings or other acceptable features along at least 60 percent of the building length.

(4) **Roofs.** Roofs shall be an integral part of the building design and overall form of the structure.

(a) A strong, but simple, roofline shall be used to cap the design of the building and screen any mechanical equipment.

(b) Decorative cornices and parapet walls shall be used to screen flat roofs and to delineate the building's profile.

(c) Vertical roof elements/projections shall be used to add interest to horizontally-oriented rooflines.

(d) Roof overhangs and arcades are encouraged to complement the architecture of the building.

**C. Building Materials.** Buildings shall be constructed using durable, but attractive materials which convey a substantial quality appearance.

(1) Exterior building treatments, including colors, materials, and architectural detailing, shall be consistent throughout the building.

(2) Exterior building colors shall generally consist of earth-toned or neutral colors, with vibrant or bright colors reserved for trim or accent use. Final

1 colors are subject to review and final approval by City's Plan  
2 Commission.

3 (3) Building materials reflecting natural elements, such as stone or wood, are  
4 strongly encouraged.

5 (4) A minimum of 70% of the building's façade should consist of acceptable  
6 high-quality materials including: brick, wood, sandstone or other native  
7 stone, cement board siding, architectural panels and glass/fenestration. No  
8 primary material shall mimic another material, without specific approval  
9 from City.

10 (5) Secondary materials (like EIFS) should be used minimally, and only as a  
11 compliment.

12 4. **LANDSCAPING.** Landscaping improvements shall be required as an integral part of  
13 the Property.

14 A. All areas on the Property not used for building, storage, parking, walks, and  
15 access roads, shall be suitably graded and drained, seeded, sodded, landscaped  
16 and maintained as provided in Sec. 12.13 of the Revised Municipal Code.

17 B. Landscaped areas shall contain a variety of elements, including trees, shrubs,  
18 grass and/or other suitable groundcover in accordance with a landscape plan for  
19 the Property to be approved by City's Plan Commission.

20 C. Unless otherwise approved by the City's Plan Commission, all parking areas shall  
21 be surrounded by a landscaped buffer area to include canopy trees at regular  
22 intervals or in clusters. Shade and ornamental trees (2 trees/island minimum) are

1 also required in landscape islands within parking areas, unless otherwise approved  
2 by the City's Plan Commission.

3 **D.** All required landscaping shall be completed within one year of the completion of  
4 construction of the principal buildings on the Property and shall, thereafter, be  
5 maintained in a manner acceptable to City.

6 **E.** Developer will maintain the site landscaping in accordance with the final plans  
7 approved by City's Plan Commission. Approved plans will run with the land and  
8 will remain in effect regardless of changes in ownership of the subject property.

9 **5. SITE STANDARDS AND IMPROVEMENTS.** Unless otherwise approved by the  
10 City's Plan Commission, all buildings and other site improvements (collectively  
11 "Improvements") to be constructed under this Agreement shall comply with the  
12 following minimum standards:

13 **A. Plan Review.** Improvements shall be designed by an architect or engineer.  
14 Building Improvements are subject to architectural review and approval by City's  
15 Plan Commission as provided herein.

16 **B. Site Plan.** No building Improvements or structures shall be constructed on the  
17 Property until plans (showing location, land coverage, building placement and  
18 intensity, landscaping, off-street parking and other site improvements) have been  
19 submitted to and approved by City's Plan Commission (the "Site Plan").  
20 Improvements shown and determined on the Site Plan shall include, but not be  
21 limited to:

22 (1) Location of all building and other structures (to include a schedule  
23 showing: lot area and total square feet in building (each floor);

- 1 (2) A landscaping and screening plan showing the location, common and  
2 botanical names, planting size, root condition and quantity of all plant  
3 material, including lawn areas. The plan shall also show all ground cover  
4 and mulch areas, as well as construction materials, including any retaining  
5 walls and edging.;
- 6 (3) Fences (including types of materials);
- 7 (4) Sidewalks, driveways and other paved areas (including types of materials);
- 8 (5) Parking and access drive dimensions and locations, stall numbers and  
9 dimensions, curbs, loading docks, and snow storage areas;
- 10 (6) Loading areas (including types of materials);
- 11 (7) Refuse areas, including location, screening and type;
- 12 (8) Utility and storage areas (including types of materials);
- 13 (9) Water impoundments;
- 14 (10) Outdoor site and accent lighting (including fixtures and photometrics);
- 15 (11) Areas of fill or cuts;
- 16 (12) Storm water drainage plans and facilities;
- 17 (13) On-site sewer, water and other utility locations, sizes and easement  
18 locations;
- 19 (14) Dimensions of all front, side, and rear yards, drives, etc.
- 20 (15) Locations and dimensions of all easements.
- 21 (16) Reserved.
- 22 (17) Locations of all hydrants within the site.
- 23 (18) A Grading Plan, including all finished grade levels.



- 1 (a) Existing and proposed grades and contours.
- 2 (b) Surface water drainage and detention and/or retention.
- 3 (c) Finished grade at building.
- 4 (d) Catch basins and storm sewer locations.
- 5 (e) Connection to existing utilities.

6 **C. Parking.** Any surface parking shall be distributed throughout the Property in a  
7 manner that no more than 30% of total surface parking should be located on any  
8 side facing a street; provided that the Plan Commission hereby approves the  
9 parking plan as depicted on **Exhibit B - Project Elevation and Site Plan**,  
10 attached to the Purchase and Sale Agreement. Landscaping shall be used to  
11 define parking areas, primary vehicular drives and pedestrian areas in an  
12 aesthetically and environmentally pleasing manner.

13 **6. REFUSE.** All trash containers for the Project, including dumpsters, must be enclosed by  
14 a wall that matches the building facade and provides a suitable visual screen. Enclosure  
15 areas will also feature a rooftop structure/covering to limit sight lines into the refuse area  
16 from housing units on site and adjacent to the property. Such wall shall be of sufficient  
17 height to cover the material stored and shall be maintained so as to present an  
18 aesthetically appealing appearance at all times. All trash enclosures to be permitted in  
19 side and rear yards only.

20 **7. UTILITIES AND SITE LIGHTING.** All new utility lines on the Property shall be  
21 installed underground in easements provided therefore. No new overhead electric power,  
22 telephone or cable service will be permitted. Existing overhead wires may remain in  
23 place. Parking and roadway lighting (fixture, height, type and intensity) where provided

1 shall be approved by City. Area lighting shall not be mounted on the building. Full cut  
2 off fixtures shall be utilized to prevent light splay onto surrounding properties.

3 **8. PEDESTRIAN AND VEHICULAR ACCESS.**

4 **A.** All curb cuts and service drives shall be designed to minimize disruption of  
5 pedestrian activity and movements and are subject to the approval of City's Board  
6 of Public Works.

7 **B.** Pedestrian linkages and crossing access are encouraged between existing  
8 neighborhoods and the proposed development area in an effort to promote  
9 walkability, traffic safety, and reduction of the number of new driveways on  
10 major street arterials.

11 **C.** Loading docks and refuse areas shall be screened and concealed from street view.

12 **9. ACCESSORY STRUCTURES.** The location, size and design compatibility of all

13 permitted accessory structures (defined below) in the Project shall be approved by the  
14 City's Plan Commission pursuant to this Agreement before construction of such  
15 accessory structure. As used in this Agreement, the term "accessory structure" includes,  
16 but is not limited to, garages, maintenance buildings and the following structures (if such  
17 structures are to be located within the required setbacks): ground-mounted telephone and  
18 electrical transformers, gas meters, ground-mounted air conditioners, exhaust ducts and  
19 similar structures. Issuance of a building permit by the City and Plan Commission  
20 approval shall constitute conclusive evidence that the City has approved any and all  
21 accessory structures.

1   **10.   SIGNAGE.** Signage placement shall be considered in the building and site design. A  
2           complete signage package, indicating design, materials size, location, and illumination,  
3           shall be submitted to City’s Development Department for approval.

4   **11.   CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to  
5           the contrary, construction of the Project in accordance with the final plans and  
6           specifications approved by the City’s Plan Commission shall conclusively evidence  
7           compliance with this Agreement. Following completion of construction of the Project in  
8           accordance with such final approved plans, at the written request of Developer,  
9           Authority shall execute and deliver to Developer a certificate of completion in  
10          substantially the form attached hereto as **Exhibit 4 – Certificate of Completion**  
11          confirming that the Project is acceptable to Authority in all respects and satisfies, in  
12          Authority’s opinion, the standards set forth in this Agreement (the “Certificate of  
13          Completion”). The Certificate of Completion shall constitute a conclusive determination  
14          of satisfaction and termination of Developer’s covenants and agreements set forth in this  
15          Agreement, including, without limitation, any provision related to (a) the obligation of  
16          Developer to complete the Project, and (b) the required date for completion of the  
17          Project; provided, however, that Developer’s obligations pursuant to Sections 2.H, 4.E,  
18          12.A, 12.C and 13 shall continue in effect until otherwise satisfied as set forth in this  
19          Agreement.

20   **12.   MAINTENANCE RESPONSIBILITIES.**

21          **A.**     Developer shall keep the Property and easement areas on the Property in a well  
22                  maintained, safe, clean, and attractive condition at all times. Such maintenance  
23                  includes, but is not limited to, the following:

- 1           (1)    The removal of all litter, trash, refuse, and wastes.
- 2           (2)    The mowing of all lawn areas should be conducted in accordance with
- 3                   municipal code.
- 4           (3)    The maintenance of lawn and landscape areas in a weed-free, healthy and
- 5                   attractive condition.
- 6           (4)    The care and pruning of trees and shrubbery outside of easements within
- 7                   Property boundaries.
- 8           (5)    The maintenance of exterior lighting, signs, and mechanical facilities in
- 9                   working order.
- 10          (6)    The keeping of all exterior building surfaces in a clean, well maintained
- 11                   condition.
- 12          (7)    The striping and sealing of parking and driveway areas.
- 13          (8)    The removal of unlicensed or inoperable vehicles.
- 14          (9)    Snow and ice removal.

15          **B.    Maintenance During Construction.**    During construction, it shall be the  
16                   responsibility of Developer to ensure that construction sites on the Property are  
17                   kept free of unsightly accumulations of rubbish and scrap materials; and that  
18                   construction material, trailers, and the like are kept in a neat and orderly manner.  
19                   If any street right-of-ways abutting the Property are damaged as a result of  
20                   Developer’s construction activities, Developer shall repair said damage to edge of  
21                   pavement.    Burning of excess or scrap construction material is prohibited.  
22                   Construction site erosion control practices shall be implemented to prevent  
23                   erosion, sedimentation and pollution of air or water during construction in

1 accordance with the Building Permit for erosion control issued by the City's  
2 Building Inspection & Neighborhood Services Department on November 9, 2017,  
3 as Permit No. 209051.

4 **C. Storm Water Management and Controls.** Developer shall be responsible for  
5 obtaining all necessary stormwater permits for the Project.

6 **13. DEFAULT PROVISIONS AND REMEDIES.**

7 **A. Event of Default.** The occurrence of the following conditions shall constitute an  
8 "Event of Default") so long as such conditions exist and are continuing:

- 9 (1) Developer fails to perform or satisfy any of its obligations under this  
10 Agreement within thirty (30) days following written notice from  
11 Authority; provided, however, if the default is not reasonably susceptible  
12 of cure within such thirty (30) day period, then Developer shall have such  
13 additional period of time to cure the default as long as the Developer is  
14 diligently pursuing such cure to completion, not to exceed 120 days.
- 15 (2) Developer becomes insolvent or generally does not pay or becomes unable  
16 to pay or admits in writing to its inability to pay its debts as they mature.
- 17 (3) Developer makes an assignment for the benefit of creditors or to an agent  
18 authorized to liquidate any substantial amount of assets.
- 19 (4) Developer becomes the subject of an "order for relief" within the meaning  
20 of the United States Bankruptcy Code or files a petition in bankruptcy, for  
21 reorganization or to affect a plan or other arrangement with creditors.
- 22 (5) Developer has a petition or application filed against it in bankruptcy or  
23 any similar proceeding or have such a proceeding commenced against it,

1 and such petition, application or proceeding shall remain undismissed for  
2 a period of ninety (90) days or Developer files an answer to such petition  
3 or application, admitting the material allegations thereof.

4 (6) Developer applies to a court for the appointment of a receiver or custodian  
5 for any of its assets or properties or has a receiver or custodian appointed  
6 for any of its assets or properties, with or without consent, and such  
7 receiver shall not be discharged within ninety (90) days after his  
8 appointment.

9 (7) Developer adopts a plan of complete liquidation of its assets.

10 **B. Right to Repurchase.** So long as Authority is in compliance with all of its  
11 obligations under the Purchase and Sale Agreement, in the event Developer does  
12 not substantially complete construction of the Project pursuant to Section 2(D)  
13 above, subject to Force Majeure, Authority may, but shall not be required to,  
14 purchase the Property for the price paid to Authority by Developer (assuming no  
15 construction has occurred on the Property), as its sole remedy, by giving at least  
16 thirty (30) days' prior written notice to Developer of its intention to repurchase if  
17 the Project is not substantially completed by such date, as applicable. If  
18 construction of the Project has begun, the repurchase price shall be the value of  
19 improvements (but not the land which remains the Purchase Price paid by  
20 Developer to Authority) based upon the fair market value of the improvements. If  
21 the Parties cannot agree on the fair market value of the improvements, such value  
22 will be determined by appraisals as follows. Either Authority or Developer, may  
23 by notice to the other Party, appoint a disinterested MAI appraiser as one of the

1            appraisers. Within ten (10) days thereafter the other Party, by written notice to  
2            the Party appointing the first appraiser, appoint another disinterested MAI  
3            appraiser as a second appraiser. The appraisers thus appointed shall appoint a  
4            third disinterested MAI appraiser, and such three appraisers shall as promptly as  
5            possible determine such value, provided; however, that:

6            (1)    If the second appraiser shall not have been appointed as aforesaid, the first  
7            appraiser shall proceed to determine such value; and

8            (2)    If, within five (5) days after the appointment of the second appraiser, the  
9            two appraisers appointed by the Parties shall be unable to agree upon the  
10           appointment of a third appraiser, they shall give written notice of such  
11           failure to agree to the Parties, and, if the Parties fail to agree upon the  
12           selection of such third appraiser within five (5) days after the appraisers  
13           appointed by the Parties gave notice as aforesaid, then within five (5) days  
14           thereafter, either of the Parties upon written notice to the other party  
15           hereto may apply for such appointment to the Circuit Court of Milwaukee  
16           County.

17           (3)    The Parties shall each be entitled to present evidence and argument to the  
18           appraisers. The determination of the majority of the appraisers or the sole  
19           appraiser, as the case may be, shall be conclusive upon the Parties and  
20           judgment upon the same may be entered in any court having jurisdiction  
21           thereof. The appraisers shall give written notice to the Parties stating their  
22           determination, and shall furnish to each Party a copy of such  
23           determination signed by them. The expense of such appraisal(s) shall be

1 borne equally by the Parties. In the event of the failure, refusal or inability  
2 of any appraiser to act, a new appraiser shall be appointed in his stead,  
3 which appointment shall be made in the same manner as provided above  
4 for the appointment of the appraiser so failing, refusing or unable to act.

5 (4) The notice of intention to exercise the repurchase right can be given or  
6 withdrawn at any time after failure of Developer to comply with this  
7 section and before this section terminates as provided below. If Authority  
8 elects to pay the appraisal amount to the Developer for the Property, Title  
9 to the Property shall be conveyed to Authority "as is." A title insurance  
10 policy shall be provided at the expense of Developer in the amount of the  
11 repurchase price and insuring Authority's title is in the aforementioned  
12 condition. The foregoing right to repurchase shall be subject and  
13 subordinate to the lien and rights of any mortgagee providing financing to  
14 the Project and shall automatically terminate upon final substantial  
15 completion of construction of the Project.

16 (5) The term "substantial completion" as used in this Agreement shall mean  
17 completion of the Project (i.e., site improvements and base, core and shell  
18 only), subject to punch list items.

19 (6) All of the appraisers shall have at least ten (10) years' experience of  
20 appraising commercial office buildings within Milwaukee County, and no  
21 two appraisers shall be from the same firm.

22 C. **Limitation on Remedies.** Neither party shall be liable to the other for  
23 consequential, indirect, incidental or exemplary damages, whether based on



1 contract, negligence, and strict liability or otherwise. In any action to enforce this  
2 Agreement, the prevailing party shall be entitled to its costs, including statutory  
3 attorney's fees.

4 **14. APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The  
5 terms and conditions of Section 21 (Time of the Essence), Section 27 (No Partnership or  
6 Venture), Section 28 (Notices), Section 29 (Further Assurances), Section 30 (Waiver of  
7 Terms), Section 33 (Governing Law and Venue), Section 36 (Execution in Counterparts),  
8 Section 37 (Titles and Headings), Section 39 (Interpretation), Section 40 (Construction),  
9 Section 41 (Severability), Section 46 (Binding Effect), and Section 47 (Good Faith) of  
10 the Purchase and Sale Agreement shall govern the interpretation and application of this  
11 Agreement.

12 **15. DEFINED TERMS.** Defined terms contained in the Development Agreement shall,  
13 unless a different specific definition is given, be governed by the definitions contained in  
14 the Purchase and Sale Agreement.

15 **16. ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits  
16 annexed hereto, constitutes the entire agreement and supersedes all other prior  
17 agreements and understandings, both written and oral, by the Parties or any of them, with  
18 respect to the development and maintenance of the Project

19 **17. FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting  
20 losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of  
21 this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil  
22 disorders, wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods,  
23 legally required environmental remedial actions, shortage of materials, relocation of

1 utilities, or by other cause not within the control of the Party whose performance was  
2 interfered with ("Force Majeure"), and which by the exercise of reasonable diligence  
3 such Party is unable to prevent. The time for performance shall be extended by the period  
4 of delay occasioned by such Force Majeure.

5 **IN WITNESS WHEREOF**, the Parties have executed this Agreement the date first  
6 above written.

7 **(SIGNATURES CONTINUED ON NEXT PAGE)**

**AGREED TO BY AND BETWEEN** the Parties as of the date first set forth above.

**AUTHORITY: COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF WEST ALLIS**

By: \_\_\_\_\_  
John F. Stibal, Executive Director

Dated: \_\_\_\_\_

**DEVELOPER: SIX POINTS OFFICE LLC**

By: Mandel/Six Points Office LLC,  
its Manager

By: Mandel Group, Inc., its Manager

By: \_\_\_\_\_  
Barry R. Mandel, President

Dated: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day  
of December, 2017.

\_\_\_\_\_  
Jenna Merten, Deputy City Attorney

**Development Agreement List of Exhibits**

<b>Exhibit 1</b>	Intentionally deleted
<b>Exhibit 2</b>	Project Schedule
<b>Exhibit 3</b>	Intentionally deleted
<b>Exhibit 4</b>	Certificate of Completion

**Intentionally deleted.**

Exhibit 1

**Exhibit 2 - Project Schedule**

<b>Item</b>	<b>Description</b>	<b>Date</b>	<b>Entity</b>
1	Closing	December 31, 2017	AUTHORITY/DEVELOPER
2	Project Completion	18 months following start of construction, subject to Force Majeure	DEVELOPER
3	Final Request for Certification of Completion	60 days following construction completion	DEVELOPER

Exhibit 2

**Intentionally deleted.**

Exhibit 3

**Exhibit 4 – Certificate of Completion**

[See attached]

Exhibit 4



Document Number	<b>CERTIFICATE OF COMPLETION</b>  Document Title
<b>CERTIFICATE OF COMPLETION</b>  <b>Six Points Commercial Building</b>	
Recording Area Name and Return Address Sarah O. Jelencic Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202	

Parcel Identification Number (PIN)

Property Address	
Developer:	Six Points Office LLC, a Wisconsin limited liability company
Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 2017, as amended or modified, recorded on _____, 2017, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of December \_\_\_\_, 2017, which is evidenced by that certain Memorandum of Agreements recorded on \_\_\_\_\_, 2017, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number \_\_\_\_\_ (the "Memorandum").

Construction was deemed by Authority to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and

agreements set forth in the Development Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

Upon recording of this CERTIFICATE, the real estate described above shall specifically be "released" of record from the Development Agreement and the restrictions against the real estate set forth therein; provided, however, that Developer's obligations pursuant to Sections 2.H, 4.E, 12.A, 12.C and 13 of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

Dated at West Allis, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF WEST ALLIS**

\_\_\_\_\_  
John F. Stibal, Executive Director

STATE OF WISCONSIN )

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, John F. Stibal, Executive Director of the Community Development Authority of the City of West Allis, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Director, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Community Development Authority by its authority.

(SEAL)

\_\_\_\_\_  
Name:  
Notary Public, State of Wisconsin  
My Commission expires:

**Exhibit A**  
**Legal Description**

**EXHIBIT F**

**Intentionally Deleted**

**EXHIBIT G**

**Memorandum of Agreements**

**[See Attached]**

Document Number \_\_\_\_\_

**MEMORANDUM OF AGREEMENTS**

NOTICE IS HEREBY GIVEN that (1) a Purchase and Sale Agreement: Medical Office Building and (2) a Development Agreement (Commercial Parcel) have been made and entered into as of the \_\_\_\_\_ day of December, 2017 (collectively, the "Agreements"), by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance by the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, and SIX POINTS OFFICE LLC, a Wisconsin limited liability company, and its successors and assigns, wherein the parties have set forth certain terms and conditions governing the sale, purchase, and development of certain lands located in the City of West Allis, Milwaukee County, State of Wisconsin, legally described on Exhibit "A", attached hereto and made a part hereof.

**For Notice Purposes.** This Memorandum of Agreements (this "Memorandum") is entered into for notice purposes only, and anyone relying hereon is put on notice that this Memorandum is only a summary of certain terms and conditions set forth in the Agreements, and the Agreements contain additional terms and conditions not set forth herein, including an agreement requiring, under certain circumstances, payments in lieu of taxes. Nothing contained herein shall modify or amend the terms of the Agreements, and if the terms of this Memorandum conflict with the terms of the Agreements, the Agreements shall control.

**Counterparts.** This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one original.

(SIGNATURE PAGE FOLLOWS)

This space is reserved for recording data

Return to

Sarah O. Jelencic  
Foley & Lardner LLP  
777 East Wisconsin Ave.  
Milwaukee, Wisconsin 53202

Parcel Identification Number/Tax Key Number

454-0651-001





IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Agreements.

COMMUNITY DEVELOPMENT AUTHORITY OF  
THE CITY OF WEST ALLIS

By: John F. Stibal  
Name: John F. Stibal  
Its: Executive Director

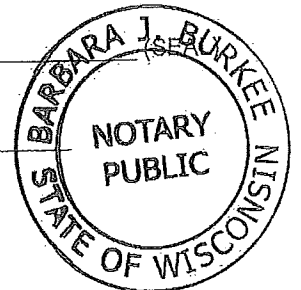
Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

State of Wisconsin )  
                                  ) ss  
Milwaukee County    )

Personally came before me this 20 day of December, 2017, John F. Stibal and \_\_\_\_\_, the ~~Executive Director~~ and \_\_\_\_\_, respectively, of the Community Development Authority of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said Authority.

Barbara J. Burkee  
( Barbara J. Burkee )  
Notary Public, State of Wisconsin  
My Commission Expires: 10-18-19





SIX POINTS OFFICE LLC

By: Mandel/Six Points Office LLC  
Its Manager

By: Barry R. Mandel  
Barry R. Mandel, Manager

State of Wisconsin )  
                                  ) ss  
Milwaukee County )

Personally came before me this 18<sup>th</sup> day of December, 2017, the above-named Barry R. Mandel, Manager of Mandel/Six Points Office LLC, the Manager of Six Points Office LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

Walter Scott Leedom (SEAL)  
(Walter Scott Leedom)  
Notary Public, State of Wisconsin  
My Commission Expires: 1c permanent

This instrument was drafted by:

Molly Malloy  
Foley & Lardner LLP  
777 East Wisconsin Ave  
Milwaukee, WI 53202



EXHIBIT A

LEGAL DESCRIPTION

Lot 1 Certified Survey Map No. 8966, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 23, 2017 as Document No. 10722457, being a redivision of Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest ¼ of the Northeast ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.



**EXHIBIT H**

**Intentionally Deleted**

**EXHIBIT I**

**Intentionally Deleted**



**EXHIBIT J**

**Intentionally Deleted**

**EXHIBIT K**

**Intentionally Deleted**

**EXHIBIT L**

**Intentionally Deleted**

**EXHIBIT M(1)**

**Apartment Parcel**

**[See Attached]**

M(1)-1



**EXHIBIT M(2)**

**SoNa Parcel**

**[See Attached]**

M(2)-1



