

**PURCHASE AND SALE AGREEMENT  
(6400 BLOCK OF W. GREENFIELD AVENUE -NORTH)**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is entered into as of the 10<sup>th</sup> day of January, 2025, by and between the CITY OF WEST ALLIS, a Wisconsin municipal corporation (the "City"), 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 (the "Authority") (the City and Authority are collectively referred to as "West Allis" throughout this agreement), and SIX POINTS SQUARE LLC, a Wisconsin limited liability company, (the "Developer"), its successors and/or assigns. The Authority, the City, and the Developer are each referred to herein as a party or together as "Parties."

**FOR AND IN CONSIDERATION** of the promises and the undertakings and mutual covenants of the Parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Authority, City, and the Developer hereby covenant and agree as follows:

**1. Property.** West Allis hereby agrees to sell and convey to the Developer multiple parcels located between S. 64 and S. 65<sup>th</sup> Street along W. Greenfield Avenue, in West Allis, Milwaukee County, Wisconsin depicted on the Parcel Map attached hereto as part of **Exhibit A** ("Property"). The Developer hereby agrees to buy and pay for certain parcels of real property within the City of West Allis, Milwaukee County, Wisconsin, consisting of approximately 0.39 acres of land as depicted as Lot 1, 2, 3 from the Authority and purchase Lots 4 and 5 consisting of approximately 0.40 acres of land from the City. Pursuant to the Wisconsin Tax Increment Law, Wis. Stat. § 66.1105 et seq., the Common Council of the City of West Allis has created by resolution Tax Incremental District Number 20, City of West Allis, as of July 10, 2024 (the "District") and approved the project plan (the "Project Plan") for the District. The Property is within the boundaries of the District, has been designated by

the City as blighted, and the transaction contemplated by this Agreement and this Agreement is essential to the viability of the District.

The sale includes all of West Allis' interest in the Property and every easement, access right, privilege and appurtenance thereto, currently in existence (or to be created pursuant to this Agreement) and all other real property rights and interests of West Allis related to the Property.

**2. Project.** The sale of the Property shall include a commitment to develop a project that will include the construction of approximately 8 market-rate rental town home units, 11 market-rate apartment units, approximately 2,500 square feet of first floor retail space, and will utilize a portion of land purchased by the Developer for approximately 25 surface parking spaces (the "Project"). Attached as **Exhibit B – Project** are Developer prepared renderings of the proposed development and site plan in conjunction with the Project.

**3. Purchase Price.** The purchase price for the Property shall be One Dollar (\$1.00) (the "Purchase Price") to be paid at Closing (as hereinafter defined) and reflects the environmental condition and blighted nature of the Property as determined by West Allis.

**4. Closing.** The closing of the transaction contemplated by this Agreement (the "Closing") will take place on December 20, 2024, or such earlier or later date as may be agreed to by the Developer, the City, and the Authority in writing (the "Closing Date"), provided that West Allis contingencies and the Developer's contingencies in connection therewith have been satisfied or waived as herein provided.

**5. Conveyance.** West Allis shall, at the Closing and upon receiving payment of the Purchase Price, convey the Property to the Developer by warranty deed in the form to be attached hereto as **Exhibit C** (the "Deed").

**6. Easement Agreement.** INTENTIONALLY DELETED.

**7. As Is, Where Is.**

48       **A.     Sale.** The sale of the Property to the Developer hereunder shall be **AS-IS, WHERE-**  
49       **IS,** with all faults and without representation or warranty of any kind except as expressly  
50       provided in this Agreement and in the documents delivered at Closing. Any other warranties  
51       or representations of any kind made either orally or in writing by any agent or representative  
52       of the Authority or anyone purporting to be an agent or representative of the Authority shall  
53       be of no force and effect. Except as expressly provided in this Agreement and in the  
54       documents delivered at Closing, the Developer hereby acknowledges that it does not rely  
55       upon any representation or warranty made by the Authority or by the Authority's agents and,  
56       except as expressly provided in this Agreement and in the documents delivered at Closing,  
57       none have been made.

58       **B.     Developer's Investigation.** Prior to Closing, the Developer, with the cooperation  
59       and assistance of the City and the Authority as provided in this Agreement, will have  
60       investigated all aspects of the Property and performed whatever tests and inspections and  
61       due diligence that Developer deems necessary and will have knowledge of operative or  
62       proposed governmental laws and regulations (including, but not limited to, zoning,  
63       environmental and land use laws and regulations) to which the Property is or may be subject  
64       and, based upon the foregoing, the Developer shall accept the Property upon the basis of its  
65       review and determination of the applicability and effect of such laws and regulations, except  
66       as expressly provided in this Agreement.

67       **C.     Warranties.** The Developer further acknowledges that Authority, its agents and  
68       employees and other persons acting on behalf of the City and the Authority have made no  
69       representation or warranty of any kind in connection with any matter relating to the condition,  
70       value, fitness, use or zoning of the Property upon which the Developer has relied directly or

indirectly for any purpose other than as may be expressly provided in this Agreement and in the documents delivered at Closing.

**8. Environmental.** Upon Closing, the duties and responsibilities for environmental remediation and all general site preparation, will be outlined as provided in the Development Agreement between West Allis and Developer.

**9. Conditions of Closing.**

**A. West Allis' Contingencies to Closing.** The obligation of West Allis to consummate the transactions contemplated hereby is subject to the fulfillment of all the following conditions on or before the Closing Date (all of which may be waived by the City and the Authority in whole or in part in its sole discretion):

(1). Compliance with Agreement. The Developer shall have performed and complied with all its obligations under this Agreement, in all material respects, to the extent such obligations are to be performed or complied with by the Developer on or before the Closing Date.

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

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

94 (4). Execution and Delivery of Development Agreement, Memorandum of  
95 Agreements and Related Documents. Developer shall have executed and delivered  
96 the Development Agreement in form and substance reasonably acceptable to the  
97 Parties (the "Development Agreement"), the Development Financing Agreement in  
98 form and substance reasonably acceptable to the Parties (the "Development  
99 Financing Agreement"), Public Space Agreement, the Memorandum (as defined in  
100 Section 11 below); and the Guaranty of Completion in form and substance  
101 reasonably acceptable to the Parties to be executed by SIX POINTS SQUARE LLC (the  
102 "Completion Guaranty") in the form and substance reasonably acceptable to the  
103 Parties.

104 (5). Representations. Each of the representations and warranties of the  
105 Developer in this Agreement shall be true and correct in all material respects as of  
106 the Closing Date.

107 (6). Public Space. The Developer shall agree to create a public space located on  
108 the Southwest Corner of the 6400 Block as outlined in **Exhibit E – Public Space**  
109 **Agreement.**

110 (a) The Public Space will be deeded to the City upon completion of the  
111 Project.

112 (b) The Developer shall construct and install the Public Space per the  
113 Project Schedule within the Development Agreement as Exhibit C.

114 (c) The Developer and its assigns shall be responsible for maintaining the  
115 Public Space including landscaping maintenance and replacement, grass  
116 cutting, trash and refuse collection, snow removal, lighting, etc., as outlined  
117 in the Public Space Agreement attached hereto as **Exhibit E.**

(d) Parties agree to work on adding a public art piece within a designated area of the Public Space. The Public Space Agreement shall be assumed by any future owner of the Project as outlined in the Public Space Agreement attached as **Exhibit E – Public Space Agreement**.

**B. Developer’s Contingencies to Closing.** The obligation of the Developer to consummate the transaction contemplated hereby is subject to the fulfillment of all the following conditions (the “Developer Conditions”) on or before the Closing Date as indicated below (all of which may be waived by the Developer in whole or in part, in its sole discretion):

(1). Compliance with Agreement. West Allis shall have performed and complied with all its obligations under this Agreement, in all material respects, to the extent such obligations are to be performed or complied with by West Allis.

(2). No Misrepresentation or Breach of Covenants and Warranties. Each of the representations and warranties of West Allis in this Agreement shall be true and correct in all material respects as of the Closing Date.

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

(4). Developer’s Financing and Approvals.

(a) The Developer shall have secured sources of financing and private equity with terms reasonably acceptable to the Developer.

(b) Developer shall have secured all necessary approvals and confirmations that all necessary actions by any governmental instrumentality, agency, or affiliate (such as but not limited to the Authority and the City) have been taken for the full execution and performance under this Agreement, the Development Agreement, the Development Financing Agreement, and the Public Space Agreement.

(c) The Authority and the City and any of the other parties thereto shall have executed and delivered the Development Agreement, the Development Financing Agreement, Public Space Agreement, and the Memorandum of Agreements, as applicable.

(5). West Allis' Approvals, Test, and Reports. West Allis shall have furnished the Developer the Due Diligence Documents (as hereinafter defined).

(6). Government Approvals. The Developer shall have confirmed prior to Closing that the Developer has adequate assurances of the availability of any governmental permits, easement agreements, licenses, and approvals that are or may be necessary to develop and use the Property in the manner intended by the Development Agreement; provided, however, if any such approvals cannot be obtained within said time period, the date for Closing shall be extended for a reasonable time to allow all approvals to be obtained, provided the Developer is pursuing such approvals in good faith and with due diligence.

(7). Utilities and Access. The Developer shall have been satisfied, in its sole discretion, with the location, availability, sufficiency and suitability of municipal and

other utilities in connection with the Developer's intended use of the Property. West Allis makes no representations or warranties concerning the location or the condition of utilities. The Developer shall have been satisfied, in its sole discretion, that all access connections to public rights-of-way are available and sufficient to allow construction and operation of the Project.

(8). Due Diligence. The Developer and its lender shall have been satisfied, in their sole discretion, with the physical condition of the Property, including any environmental conditions and the required remediation and funding available to address those environmental conditions, and with the condition of title to the Property.

(9). Title Policy. The Title Company shall be ready, willing, and able to issue at Closing (upon payment of the premiums and other charges) the Title Policy (as hereinafter defined) ensuring fee simple title to the Property to the Developer, subject only to Permitted Encumbrances (as hereinafter defined) and shall irrevocably agree to do so for the Closing.

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

(11). No Material Change. There shall not have occurred any change, and no circumstance shall have occurred, including, without limitation, with respect to the condition (including, without limitation, the environmental condition) or the zoning or permitting or leasing of the Property except changes caused by Developer or an affiliate of Developer prior to Closing, or the commencement or continuation of any condemnation or moratorium affecting the Property which could reasonably be



expected to have an adverse impact, in any respect, on the Property or as set forth in the Development Agreement, individually or in the aggregate.

C. Termination.

(1). By West Allis. In the event the conditions listed above (the West Allis Conditions) have not been satisfied or waived by West Allis on or before the Closing Date, then West Allis may terminate this Agreement by written notice to the Developer given on or before the Closing Date; provided, however, if West Allis Conditions set forth in subparagraphs (1), (2), (4), (5) and (6) have not been satisfied or waived by such date, West Allis will allow for an extension of this deadline if requested by the Developer, provided that Developer can demonstrate that it is pursuing satisfaction of the conditions in good faith and with due diligence. In case of such termination, no Party shall have any further liability under this Agreement except as specifically set forth as surviving termination.

(2). By Developer. In the event that any of the Developer Conditions have not been satisfied or waived by the Developer on or before Closing, the Developer may, by written notice to West Allis on or before the Closing Date, terminate this Agreement; provided, however, if the Developer Conditions set forth in subsections (4), (6) or (7) have not been satisfied or waived by such date, West Allis will allow for an extension of this deadline if requested by the Developer, provided that Developer can demonstrate that it is pursuing satisfaction of the conditions in good faith and with due diligence. In case of such termination, no party shall have any further liability under this Agreement except as specifically set forth as surviving termination. Closing on the Property shall be deemed as satisfaction or waiver of the Developer Conditions.

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215 **10. Obligations and Title Matters.**

216 **A. West Allis' Obligations.** West Allis' obligations under this Agreement include:

217 (1). Subdivision. Prior to the Closing, West Allis shall cause the certified survey  
218 map (CSM) attached hereto as part of **Exhibit A**, which combines and legally  
219 subdivides the parcels which comprise the Property, to be (a) approved by all  
220 necessary parties, and (b) ready for execution and recordation as contemplated by  
221 the Development Agreement.

222 (2). Zoning and Permitting Cooperation. To the same extent as it does for all  
223 property developers, West Allis shall cooperate with the Developer through the term  
224 of this Agreement and shall promptly assist in obtaining and expediting the necessary  
225 review by the City and in processing all submissions and applications in accordance  
226 with the applicable City ordinances, such that, as of the Closing, all zoning approvals  
227 necessary for the construction and occupancy of the Project will have been granted  
228 other than those items that are subject to completion of construction.

229 (3). Due Diligence Documents. West Allis have delivered to the Developer such  
230 documents in the Authority's or the City's possession or under its control and West  
231 Allis shall promptly deliver such additional documents that West Allis may obtain  
232 hereafter, as may be requested by the Developer for purposes of evaluating the  
233 Property and its ability to use the Property for the use intended by the Developer  
234 under this Agreement (collectively, the "Due Diligence Documents").

235 (4). Operation and Maintenance of the Property before Closing. Between the  
236 Effective Date and the Closing, West Allis covenants and agrees that it will:

237 (a) continuously maintain in full force and effect liability insurance  
238 coverage with respect to the Property, as typically maintained in the City's  
239 and Authority's ordinary course of business in addition to that insurance;  
240 (b) refrain from entering any new lease, easement, agreement, or  
241 contract affecting the Property unless approved by the Developer in writing  
242 (which approval may be granted or withheld in the Developer's sole  
243 discretion); and  
244 (c) not do or permit to be done any act with respect to the Property that  
245 would adversely affect or make more expensive the Developer's intended use  
246 thereof as set forth in the Development Agreement.

247 **B. Approvals.** The Developer is responsible, at its sole cost, to seek to obtain all  
248 necessary governmental approvals and financing as may be required for the Developer's  
249 intended use of the Property as set forth in the Development Agreement.

250 **C. Title Evidence and Documents.**

251 (1). Title Commitment. The Developer shall obtain and pay for prior to or at  
252 Closing a commitment (the "Title Commitment") from a qualified Title Insurance  
253 Company (the "Title Company") to issue an owner's policy of title insurance (the  
254 "Title Policy") to the Developer or its permitted assigns in the amount of the Purchase  
255 Price of the Property or such higher amount as reflects the Developer's projected  
256 development costs for the Project which Title Commitment shall show title to the  
257 Property to be merchantable as of the Closing Date, subject only to such exceptions  
258 to title which will not unreasonably inhibit, prohibit or impair the Developer's use of  
259 the Property for the Developer's intended uses as set forth in the Development  
260 Agreement and which are approved by Developer in writing ("Permitted

261 Encumbrances"). West Allis shall release, or cause to be released, any  
262 encumbrances in favor of the West Allis other than Permitted Encumbrances.

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

265 (3). Objections. The Developer, at least fifteen (15) calendar days prior to Closing  
266 shall submit to West Allis in writing a list of matters affecting the Property to which  
267 the Developer objects ("Title Objections"). Such Title Objections shall not have been  
268 caused by Developer Contractor, or any of their affiliates. West Allis shall have ten  
269 (10) calendar days to remove or cause the Title Company to insure over the Title  
270 Objections. Failure of West Allis to notify Developer that said objections will be  
271 removed or waived constitutes refusal of West Allis to agree to such waiver or  
272 removal. The Developer reserves the right to approve the means and methods by  
273 which the West Allis proposes to remove or cause the Title Company to insure over  
274 the Title Objections. If West Allis is unable or unwilling to remove the Title Objections  
275 to the Developer's satisfaction, the Developer shall have five (5) days from the  
276 expiration of such ten (10) day period, to deliver written notice to the West Allis  
277 waiving the Title Objections. If the Developer does not waive the Title Objections,  
278 then this Agreement shall be null, and void and both the Developer and West Allis  
279 shall have no further liabilities under this Agreement.

280 **D. Assessments**. As of the date hereof and as of the Closing Date, the Property is not  
281 and will not be subject to real estate taxes or assessments. The West Allis represents to the  
282 Developer that there are no special assessments or charges outstanding for public  
283 improvements that have been made, or will have been made, against the Property that have

not been paid. Further, West Allis covenants that it will not assess any impact fees in association with the Project.

**11. Memorandum of Agreements.** West Allis and the Developer agree that, on or before Closing, they will execute a Memorandum of this Agreement, the Development Financing Agreement, Public Space Agreement, and the Development Agreement to be recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin (the "Register's Office") against the Property in substantially the form to be attached hereto as **Exhibit D** (the "Memorandum"). The Parties further agree that the Memorandum shall be recorded prior to the Developer attaching any mortgage, lien, or other encumbrance on the Property except for any mortgage or lien granted to a lender in connection with its construction and permanent loans on the Property.

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

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

**B.** Closing Costs will be allocated as follows:

- (1). The Developer shall pay the cost to record the Deed and its loan documents.
- (2). West Allis shall pay the recording fee for any satisfaction of its existing liens and encumbrances and the Memorandum.
- (3). Each Party shall pay its own attorney's and other professional fees; and
- (4). All other non-specified closing costs, including the costs of the Title Commitment, Title Policy and Survey shall be paid by the Developer.

**C.** The \$5,000.00 deposit paid by Developer prior to Closing shall be first utilized to pay for any costs imposed upon Developer. Any remainder shall be returned to Developer at Closing.

**13. Representations and Warranties.**

308           **A.     West Allis Representations and Warranties.** West Allis hereby represents and  
309 warrants that as of the date hereof and as of the Closing Date:

310           (1).     Organization; Good Standing. The City as a municipal corporation under the  
311 laws of the State of Wisconsin and the Authority as a Community Development  
312 Authority duly organized and validly existing under Sec. 66.1335 of the laws of the  
313 State of Wisconsin. The City and the Authority have full power and authority to sell,  
314 own, or hold under lease its properties and assets and to carry on its business as  
315 presently conducted, to enter into this Agreement, and to carry out the transactions  
316 contemplated hereby.

317           (2).     Authorization. The execution and delivery of this Agreement and the  
318 consummation by West Allis of the transaction contemplated hereby are within the  
319 power and authority of West Allis and have been duly authorized by all necessary  
320 actions on the part of the Community Development Authority and the persons  
321 executing this Agreement on behalf of West Allis have been duly authorized.

322           (3).     No Violation or Conflict. The execution, delivery, and performance of this  
323 Agreement by West Allis does not and will not conflict with or violate any law,  
324 regulation, judgment, deed restriction, order, decree, or any contract or agreement  
325 to which West Allis is a party or by which it is bound.

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

328           (5).     Liens. There are no Liens on the Property regarding work performed or  
329 materials furnished for lien-able work on the Property.

330 (6). Leases and Third-Party Rights. There are no written or oral leases, occupancy  
331 agreements, rights of first refusal, options to purchase or any other rights of  
332 possession affecting the Property.

333 (7). Service Agreements. There is no existing service, maintenance,  
334 management, or any other agreements regarding the Property.

335 (8). No Default, Violation or Litigation. Regarding the Property and, to West Allis  
336 knowledge, West Allis are not in violation of any regulation, law, order of any court,  
337 federal, state, or municipal, or other governmental department, commission, board,  
338 bureau, agency or instrumentality, or restriction or covenant contained in any  
339 agreement or document of title (including, without limitation, legislation, regulations  
340 and agreements applicable to environmental protection, civil rights, public and  
341 occupational health and safety), nor has West Allis received any notice of  
342 noncompliance that has not been remedied, except as set forth in subsection (9)  
343 below as to certain environmental conditions. There are no lawsuits, proceedings,  
344 claims, governmental investigations, citations or actions of any kind pending or  
345 threatened against West Allis or against the Property nor is there any basis known to  
346 West Allis for any such action, and there is no action, suit or proceeding by any  
347 governmental agency pending or threatened which questions the legality, validity or  
348 propriety of the transaction contemplated hereby nor is there any basis known to  
349 West Allis for any such action.

350 (9). Laws. Except for the exhibits and schedules attached to this Agreement  
351 relating to environmental condition and any documents listed thereon, there is no  
352 government agency or court order requiring repairs, alterations, or corrections of or  
353 relating to the Property or any condition which might be cause for any such order, and

to West Allis' knowledge, the Property complies with all laws. Further, except for documents provided to Developer as part of the Due Diligence Documents relating to the environmental condition, to West Allis' knowledge, there is no violation of any law or any building, zoning, environmental, or other ordinance, code, rule, or regulation and no notice from any governmental body or other person has been served upon West Allis' or upon the Property, claiming the violation of any such law, ordinance, code rule, or regulation; there are no legal actions, suits, or administrative proceedings, including condemnation, pending or threatened against the Property. West Allis has provided to the Developer all materials in the possession related to known environmental conditions of the Overall Project Site.

(10). Warranty. West Allis acknowledges that the warranties and representations made herein and by West Allis are a material inducement to the Developer entering into this Agreement, the Developer is entitled to rely upon these warranties and representations despite independent investigation undertaken by the Developer and that the warranties and representations made here and by West Allis shall survive the Closing and the execution and delivery of the Deed.

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

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



378 (2). Authorization. The execution and delivery of this Agreement and the  
379 consummation by the Developer of the transaction contemplated hereby are within  
380 the power and authority of the Developer and have been duly authorized by all  
381 necessary actions on the part of the Developer, and the persons executing this  
382 Agreement on behalf of the Developer have been duly authorized.

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

387 (4). Litigation. To the Developer's knowledge, there are no lawsuits, proceedings,  
388 claims, governmental investigations, citations or action of any kind pending or  
389 threatened against the Developer, nor is there any basis known to the Developer for  
390 any such action, and there is no action, suit or proceeding by any governmental  
391 agency pending or threatened which questions the legality, validity or propriety of the  
392 transactions contemplated hereby nor is there any basis known to the Developer for  
393 any such action.

394 (5). Warranty. The Developer acknowledges that the warranties and  
395 representations made here and by the Developer are a material inducement to West  
396 Allis entering into this Agreement, West Allis is entitled to rely upon these warranties  
397 and representations despite independent investigation undertaken by West Allis that  
398 the warranties and representations made here and by the Developer shall survive the  
399 Closing and the execution and delivery of the Deed.

400 C. Waiver and Release. Except to matters otherwise specifically set forth herein,  
401 including this Section 13 and in any closing documents signed in connection with this

Agreement, such as, but not limited to, the Development Agreement and the Development Financing Agreement, if this transaction closes, the Developer agrees to waive, release and forever discharge West Allis officers, employees and agents or any other person acting on behalf of West Allis of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the Developer now has or which may arise in the future on account of or in any way growing out of or connected with this transaction. This waiver and release do not extend to any matter with respect to which West Allis had actual notice or knowledge prior to Closing and failed to disclose to the Developer or to any breach of this Agreement.

**14. Time of the Essence.** Time is of the essence with respect to all obligations arising hereunder.

**15. Brokers.** West Allis shall be responsible for and shall indemnify and hold the Developer and its affiliates harmless for any claim for commission made by any agent or broker claiming to have acted on West Allis 'behalf or otherwise in connection with this sale or conveyance of the Property. The Developer shall be responsible for and shall indemnify and hold West Allis harmless for any claim for commission made by any agent or broker claiming to have acted on the Developer's behalf or otherwise in connection with the purchase or leasing of any portion of the Property.

**16. Closing Documentation.**

**A:** The Closing on the purchase and sale of the Property shall occur by placing all documents and funds into a trust or escrow with Title Company, at least one business day prior to the Closing Date. The Title Company shall prepare a closing statement setting forth a summary of the Purchase Price and debits and credits to the Developer and West Allis for Closing. The Title Company shall provide and record at Closing a properly completed

Wisconsin Real Estate Transfer Return. A Payout Letter shall be delivered at Closing for any mortgages or other liens being satisfied as of the Closing Date.

**B.** At least one business day prior to the Closing, the Parties shall deliver, or cause to be delivered, to Title Company with directions to record and/or deliver to the other Parties at Closing, fully executed originals of the following (as applicable):

(1). Warranty Deed. The Deed to the Property was executed by the City and Authority.

(2). Development Agreement. The Development Agreement executed by the Parties.

(3). Development Financing Agreement. The Financing Agreement executed by the City and the Parties.

(4). Memorandum of Agreements. The Memorandum executed by the City and the Parties.

(5). Public Space Agreement. The Agreement by the Parties describing Developer's duties to maintain certain public spaces after Closing.

(6). Title Affidavits. Owner's Affidavit and standard GAP affidavit required by the Title Company for title insurance purposes, executed by the City and the Authority.

(7). Other Documents. Such other documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated by this Agreement.

(8). Guaranty. The Completion Guaranty executed by Developer.

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

449 **18. Independent Consideration and Project Documents.** In the event the Developer  
450 terminates this Agreement prior to Closing, the Developer shall deliver to West Allis the Survey, the  
451 Title Commitment and any environmental reports prepared for the Developer and shall pay to West  
452 Allis One and No/100 Dollar (\$1.00) as consideration for entering into this Agreement (the  
453 "Independent Consideration"), which amount the Parties bargained for and agreed to as  
454 consideration for the City's and Authority's grant to the Developer of the Developer's exclusive right  
455 to purchase the Property pursuant to the terms hereof and for the City's and the Authority's  
456 execution, delivery and performance of this Agreement. Each Party waives all claims or defenses to  
457 enforceability of this Agreement in any way predicated upon the broad discretion afforded the  
458 Developer in evaluating the satisfaction of conditions precedent to the Developer's performance.  
459 The provisions of this Section 18 shall survive termination of this Agreement.

460 **19. Condemnation.** If, prior to the Closing Date, an authority other than West Allis itself takes  
461 the Property or any material portion thereof by power or exercise of eminent domain, or institutes  
462 any proceedings to effect such a taking, the West Allis shall immediately give the Developer notice  
463 of such occurrence, and the Developer shall have the option to terminate this Agreement,  
464 whereupon no Party shall have any obligation to another under this Agreement; West Allis shall not  
465 exercise and powers of eminent domain or the like to take any portion of the Property. If this  
466 Agreement is not so terminated, the conveyance that is the subject of this Agreement shall be  
467 completed and the Developer shall receive all proceeds of such condemnation. As used herein, a  
468 material portion of the Property shall be deemed taken if the same shall unreasonably interfere with  
469 the intended use of the Property by the Developer.

470 **20. No Partnership or Venture.** The Developer and its contractors or subcontractors shall be  
471 solely responsible for the completion of the Project. Nothing contained in this Agreement shall  
472 create or effect any partnership, venture or relationship between West Allis and the Developer or any

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

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

To the Authority: Community Development Authority of the City of West Allis  
Office of the Executive Director  
7525 West Greenfield Avenue  
West Allis, WI 53214  
Attn: Executive Director

With a copy to: City of West Allis  
Office of the City Attorney  
7525 West Greenfield Avenue  
West Allis, WI 53214  
Attn: City Attorney

To Developer: Six Points Square LLC  
2921 North 70th Street  
Milwaukee, WI 53210  
Attn: Jeffrey J. Hook

With a copy to: Peter J. Faust, Attorney at Law  
O'Neil, Cannon, Hollman, DeJong, and Laing S.C.  
111 E. Wisconsin Avenue, Suite 1400  
Milwaukee, WI 53202  
Attn: Peter J. Faust

**22. Further Assurances.** Following the Closing Date, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be reasonably

requested by any other Party to perfect and complete the purchase and sale of the Property as set forth herein as well as any other transactions specifically contemplated herein.

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

**24. Right of Entry.**

**A. To Developer.** The City and the Authority grants to the Developer, its agents and contractors, the right to enter upon the Property, subject to the insurance requirements below, at all reasonable times prior to closing for the purpose of performing the physical and environmental tests, investigations, testing and analysis of the Property and the feasibility of the Property for the Developer's intended use thereof. However, the Developer must restore the Property to substantially its previous condition if the Closing does not occur and this Agreement and the Development Agreement are terminated, except for any work completed pursuant to the Staging Easement; such work shall remain "as is." The Developer must provide West Allis copies of all written reports generated from such investigation. Developers shall restore the site and provide copies of reports within 30 days of termination. The provisions of Section 24(A) shall survive the termination of this Agreement.

(1) Before entering the Property, Developer shall obtain and maintain in full force and effect, at its own expense: (i) workers' compensation insurance required under state law, if applicable; (ii) a policy of insurance written by one or more responsible insurance carrier(s), which will include West Allis as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about Property arising from

Developer's conduct, with a liability limit of not less than \$1,000,000 per occurrence, and \$3,000,000 general aggregate limit, and which shall not be canceled except after thirty (30) days written notice to West Allis; and (iii) umbrella or excess liability insurance providing a minimum limit of \$5,000,000.00 per occurrence and in the aggregate. Before entering the Property, Developer shall furnish West Allis with evidence of insurance reasonably acceptable to West Allis demonstrating compliance with the terms of this subsection, including but not limited to a certificate of insurance and endorsements naming the City and the Authority as an additional insured, waiving the insurance company's right to recover against West Allis, providing notice of cancellation for all causes, and making Developer's insurance primary and noncontributory.

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

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

**25. Amendment of Agreement.** This Agreement may be amended, supplemented, or modified at any time, but only by a written instrument duly executed by West Allis and the Developer.

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

561 **27. Successors and Assigns.** This Agreement and all rights and obligations therein, including  
562 but not limited to the indemnification provisions thereunder, may be assigned in whole or in part by  
563 the Developer to an affiliated entity upon notice to West Allis. For purposes of this Section 27, the  
564 term "affiliated entity" shall mean an entity controlling or controlled by or under common control  
565 with the Developer. This Agreement may also be collaterally assigned in whole or in part by the  
566 Developer to any lender or lenders holding a mortgage on all or any part of the Property. No such  
567 lender shall have any liability hereunder unless said lender elects to effectuate such assignment and  
568 exercise the Developer's rights hereunder.

569 **28. Execution in Counterparts.** This Agreement may be executed simultaneously in one or  
570 more counterparts, each of which shall be deemed an original Agreement, but all of which together  
571 shall constitute one and the same instrument.

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

574 **30. Entire Agreement.** This Agreement, including the schedules and Exhibits annexed hereto,  
575 constitutes the entire agreement, and supersedes all other prior agreements and understandings,  
576 both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

577 **31. Interpretation.** Unless the context requires otherwise, all words used in this Agreement in  
578 the singular number shall extend to and include the plural, all words in the plural number shall



extend to and include the singular, and all words in any gender shall extend to and include all genders.

**32. Construction.** West Allis and the Developer acknowledges that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**33. Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

**34. Default Provisions and Remedies.**

**A. West Allis' Remedies.** If the purchase and sale of the Property is not consummated because of the Developer's failure to perform its obligations under this Agreement within three (3) business days after written notice from West Allis, then West Allis shall have the right to terminate this Agreement by written notice to Developer as the City's and the Authority's sole remedy.

**B. Developer Remedies.** In the event that the purchase and sale of the Property is not consummated because of the City's or the Authority's failure to perform its obligations under this Agreement within three (3) business days after written notice to West Allis, then the Developer shall have the following rights and remedies, which shall be cumulative to the fullest extent permitted by law: (1) to seek injunctive relief; (2) to bring an action for specific performance; (3) to terminate this Agreement upon notice to West Allis, whereupon the Developer and West Allis shall have no further rights, obligations or liabilities hereunder, except for those agreements, which by their terms, expressly survive termination of this Agreement; and (4) to bring an action for direct money damages.

**C. Limitations on Remedies.** Neither party shall be liable to the other for consequential, indirect, incidental, or exemplary damages, whether based on contract, negligence,

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

**35. No Reliance.** No third party, except for the City as to Section 11 of this Agreement, is entitled to rely on any of the representations, warranties, or agreements of the Developer or West Allis contained in this Agreement. The Parties assume no liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

**36. Survive the Closing.** The agreements, covenants, warranties, and representations contained herein shall survive the Closing of the transaction contemplated herein.

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

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

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

**40. Confidentiality Agreement.** West Allis acknowledges that certain portions of the materials to be exchanged pursuant to this Agreement contain sensitive and proprietary information relating to the Developer, the Property, and the Project and that disclosure could cause irreparable harm if such materials were to be made available to the general public. Additionally, certain materials to be

627 exchanged may be trade secrets or copyrighted. The Parties further acknowledge that West Allis is  
628 subject to the requirements of the Wisconsin Public Records Law, Wis. Stats. §§ 19.21 et seq. Under  
629 these statutes, all documents and records are subject to public disclosure, unless there is a  
630 statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this  
631 Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin (Wis. Stat.  
632 Section 19.21 et seq.) Developer may deliver such materials to Authority's and the City's financial  
633 consultant upon receipt of such consultant's agreement to keep such information confidential to  
634 the extent allowed by law, other than with respect to disclosures to West Allis, and the financial  
635 consultant will report to West Allis on the contents thereof.

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

644 **[Signature Pages Follow]**

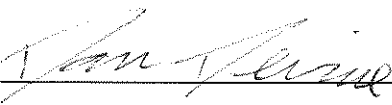
**AGREED TO BY AND BETWEEN** the Developer and the Authority and the City on the date first set forth above.

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

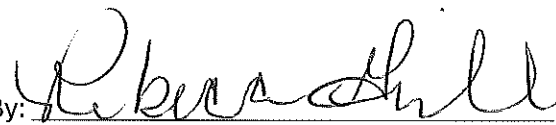
By:   
Name: Patrick Schlos  
Title: Executive Director

Dated: Dec. 17, 2024

**CITY OF WEST ALLIS**

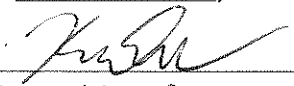
By:   
Dan Devine, Mayor

Dated: Dec. 17, 2024

By:   
Rebecca Grill, City Administrator and City Clerk

Dated: Dec. 17, 2024

Approved as to form this 16<sup>th</sup> day.  
of December, 2024.

  
Name: Karl Agusan  
Title: CITY ATTORNEY

**SIX POINTS SQUARE LLC**

By: JJH3 SIX POINTS LLC, its Manager

By:   
Jeffrey J. Hook, Manager

Dated: 1/10/2025

## **EXHIBITS TABLE**

- Exhibit A     -   Parcel Map**
- Exhibit B     -   The Project**
- Exhibit C     -   Warranty Deed Form**
- Exhibit D     -   Memorandum of Agreements**
- Exhibit E     -   Public Space Agreement**

## **EXHIBIT A**

### **Property**

Parcels currently owned by the City of West Allis:

- 6400 West Greenfield Avenue, West Allis WI 53214 (Tax Key No. 439-0141-001)
- 1351 South 64th Street, West Allis WI 53214 (Tax Key No. 439-0147-001)

Parcels currently owned by Community Development Authority of the City of West Allis:

- 6414-6422 West Greenfield Ave, West Allis WI 53214 (Tax Key No. 439-0144-001)
- 6424-6425 West Greenfield Ave, West Allis WI 53214 (Tax Key No. 439-0145-0002)
- 13\*\* South 65th Street, West Allis WI 53214 (Tax Key No. 439-0146-000)

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOTS 1 THRU 9, BLOCK 1, IN THE FIRST CONTINUATION OF THE SOLDIERS' HOME HEIGHTS SUBDIVISION AND THE SOUTH 15 FEET OF LOT 12, BLOCK 11 IN SECOND CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, BEING PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.



civil design and consulting  
8205 W. Center Street  
Suite 214  
Milwaukee, WI 53222  
PH. (414) 443-1312  
www.cj-engineering.com

## PREPARED FOR:

CITY OF WEST ALLIS  
WEST ALLIS COMMUNITY  
DEVELOPMENT AUTHORITY  
7252 W GREENFIELD AVE.  
WEST ALLIS, WI 53214

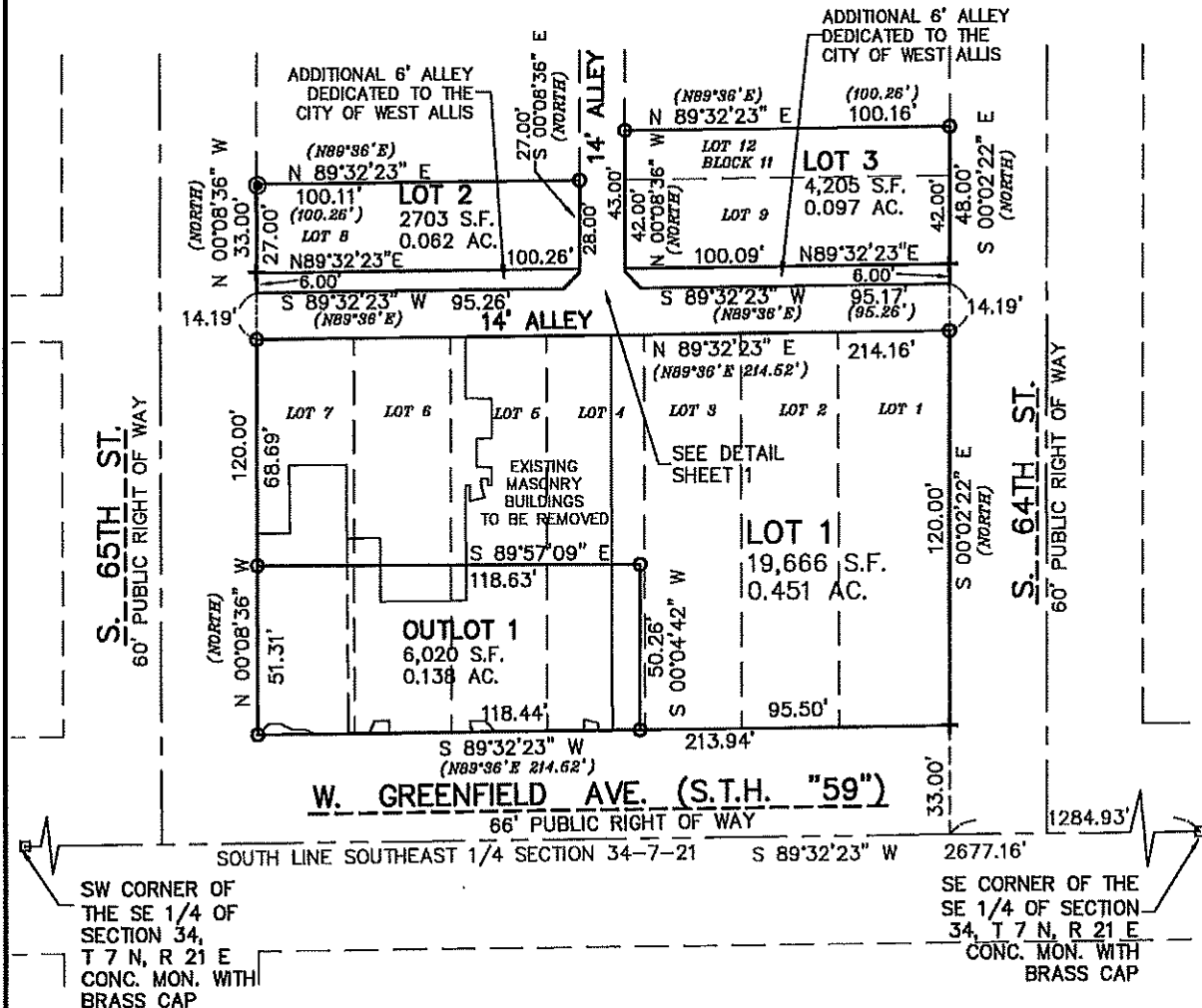
ALL BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY. THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 HAVING A BEARING OF N 89°32'23"

+ SET CROSS

○ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.

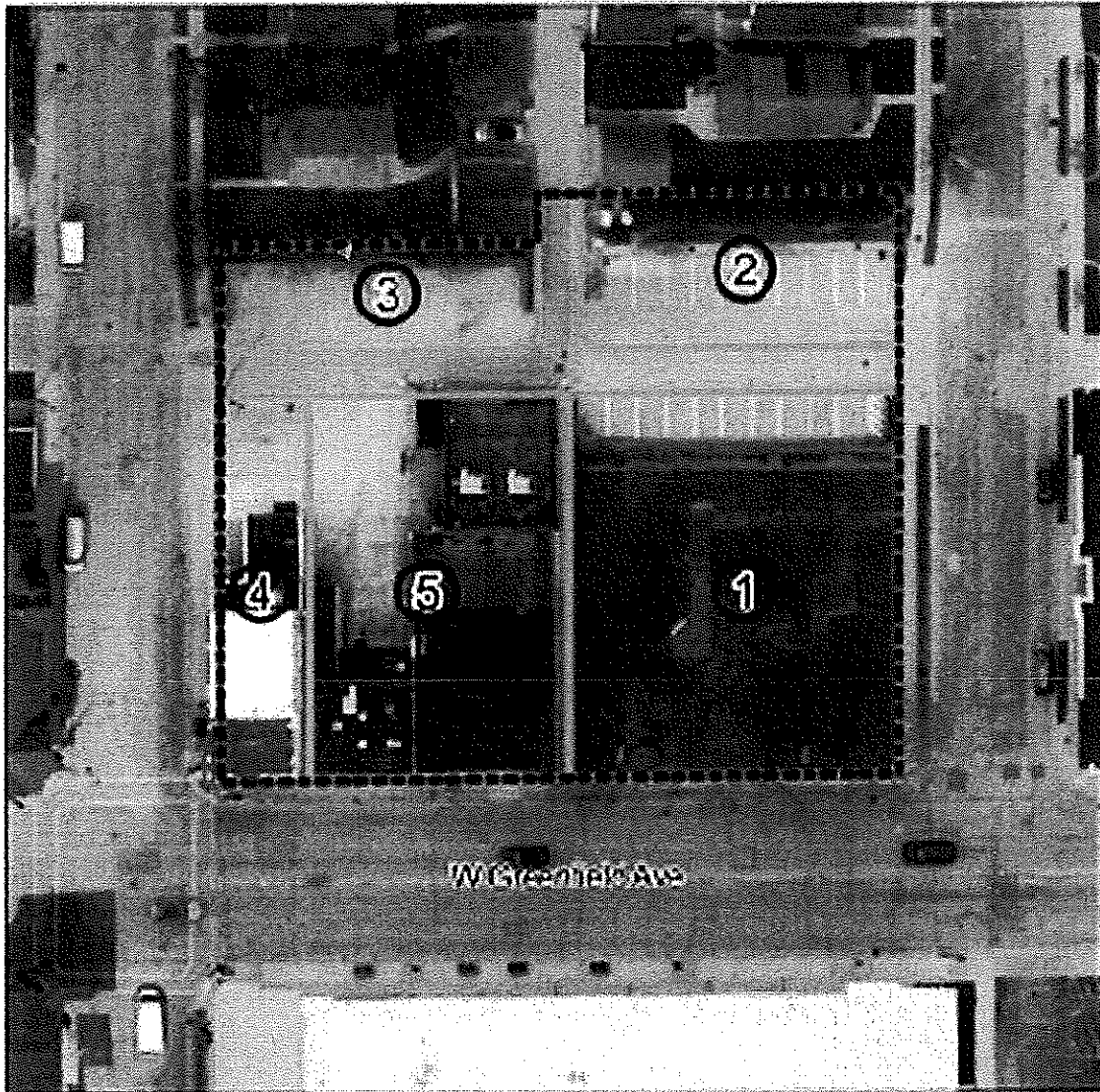
⊙ INDICATES 1 INCH DIA. IRON PIPE FOUND.

(N89°36'E 214.62') DENOTES RECORDED AS BEARINGS AND DISTANCES





## Tax Increment District # 20: Parcel Map



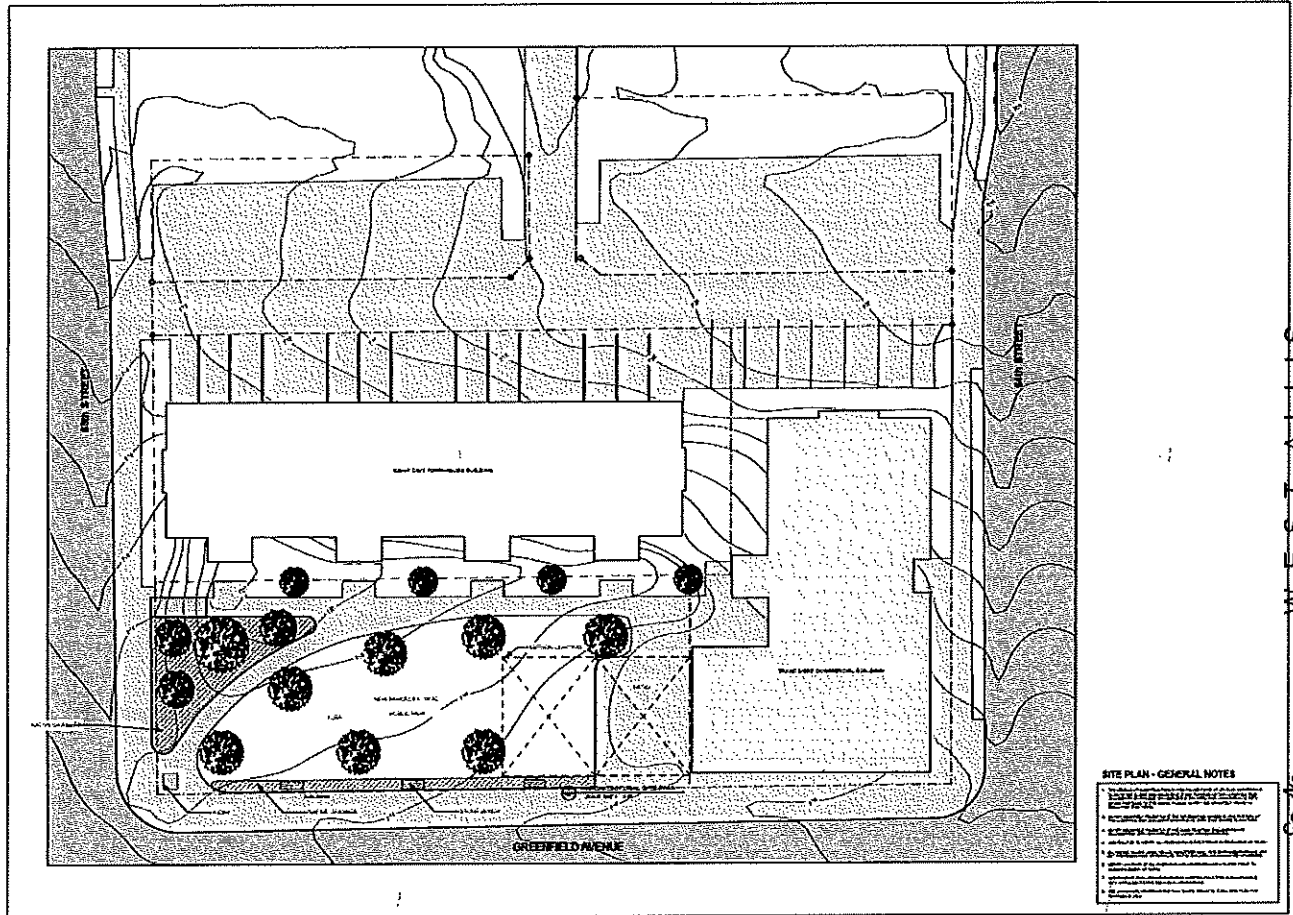
### Parcel Map

- ① 6400 W. Greenfield Ave.    ④ 6424-26 W. Greenfield Ave.  
② 1351 S. 64 St.    ⑤ 6414-22. W Greenfield Ave.  
③ 13\*\* S. 65 St.



## EXHIBIT B – PROJECT





**EXHIBIT C**State Bar of Wisconsin Form 1-2003  
**WARRANTY DEED**

Document Number

Document Name

**THIS DEED**, made between COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a Wisconsin municipal corporation, and the CITY OF WEST ALLIS, a Wisconsin municipal corporation

("Grantor," whether one or more), and SIX POINTS SQUARE LLC, a Wisconsin limited liability company

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

**- SEE EXHIBIT A ATTACHED -**

Recording Area

Name and Return Address  
**Six Points Square LLC**  
**Attn: Jeffrey Hook**  
**2921 North 70<sup>th</sup> Street**  
**Milwaukee, WI 53210**

See Exhibit A

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: easements, covenants, and restrictions of record.

Dated January, 2025

See Signature Page Addendum

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

\*

\*

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

\*

\*

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:

Attorney Nicholas G. ChmurskiO'Neil, Cannon, Hollman, DeJong, & Laing S.C.**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_,  
the above-named \_\_\_\_\_

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

\*

Notary Public, State of \_\_\_\_\_

My commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

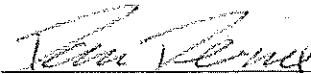
FORM NO. 1-2003

\*Type name below signatures.

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**ADDENDUM  
TO WARRANTY DEED  
GRANTOR'S SIGNATURE**

**CITY OF WEST ALLIS,  
a Wisconsin municipal corporation**

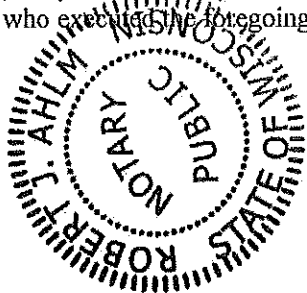
By:  (SEAL)  
Dan Devine, Mayor

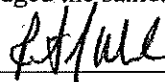
By:  (SEAL)  
Rebecca Grill, City Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN                    )  
  )ss  
MILWAUKEE COUNTY                    )

Personally, came before me this 17<sup>th</sup> day of December 2024, the above-named **Dan Devine**, Mayor of the City of West Allis, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

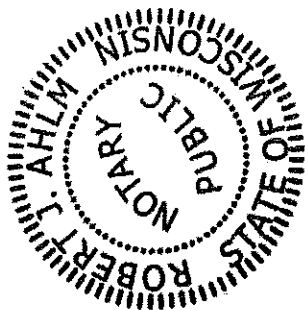


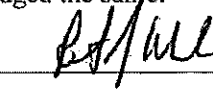
\*   
Name: Robert J Ahlman  
Notary Public, State of Wisconsin  
My Commission expires: 2/10/2026

**ACKNOWLEDGMENT**


STATE OF WISCONSIN                    )  
  )ss  
MILWAUKEE COUNTY                    )

Personally, came before me this 17<sup>th</sup> day of December 2024, the above-named **Rebecca Grill**, City Clerk of the City of West Allis, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.



\*   
Name: Robert J Ahlman  
Notary Public, State of Wisconsin  
My Commission expires: 2/10/2026


**COMMUNITY DEVELOPMENT  
AUTHORITY OF THE CITY OF WEST  
ALLIS,**  
a Wisconsin municipal corporation

By:  (SEAL)  
Patrick Schloss, Executive Director


**ACKNOWLEDGMENT**

STATE OF WISCONSIN                    )  
  )ss  
MILWAUKEE COUNTY                    )

Personally, came before me this 16<sup>th</sup> day of December 2024, the above-named **Patrick Schloss**, Executive Director of the Community Development Authority of the City of West Allis, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

\*   
Name: KAIL DECKER  
Notary Public, State of Wisconsin  
My Commission expires: is permanent

**ATTEST:**

By:  (SEAL)  
Kail Decker, City Attorney  
SBW 1063074

## **EXHIBIT A**

### **Parcel A:**

Lot numbered One (1), and the East Ten (10) feet of Lot numbered Two (2) in Block numbered One (1), in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, in the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Also: The West Twenty (20) feet of Lot Two (2), all of Lot Three (3) and the East Ten (10) feet of Lot Four (4), in Block One (1), in the FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the South East One-quarter (1/4) of Section Thirty-four (34), Township Seven (7) North, Range Twenty-one (21) East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0141-001. Property Address: 6400 West Greenfield Avenue]

### **Parcel B:**

The West 20 feet of Lot 4 and the East 25 feet of Lot 5, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Also: The West 5 feet of Lot 5, all of Lot 6 and the East 1.78 feet of Lot 7, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0144-001. Property Address: 6414, 6416, 6418 and 6422 West Greenfield Avenue]

### **Parcel C:**

The West 28.22 feet of Lot 7, Block 1 in the FIRST CONTINUATION OF SOLDIERS' HOMES HEIGHTS SUBDIVISION, of a part of the Southeast ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, and State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0145-002. Property Address: 6424 and 6426 West Greenfield Avenue]

**Parcel D:**

Lot 8, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast  $\frac{1}{4}$  of Section 34, in Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0146-000]

**Parcel E:**

THE FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, Lot 9, Block 1, and the South 15 feet of Lot 12, Block 11, in the SECOND CONTINUATION OF SOLDIERS HOME HEIGHTS SUBDIVISION, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0147-001. Property Address: 1351 South 64 Street]



## EXHIBIT D

### MEMORANDUM OF AGREEMENTS

**NOTICE IS HEREBY GIVEN** that (1) a Purchase and Sale Agreement: SIX POINTS SQUARE LLC, (2) a Development Agreement, and (3) a Development Financing Agreement have been made and entered into as of the \_\_\_\_ day of January, 2025 (collectively, the "Agreements"), by and among 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, the CITY OF WEST ALLIS, and SIX POINTS SQUARE LLC, a Wisconsin limited liability company, and its successors and assigns, and, as applicable, the City of West Allis, Wisconsin, 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.

This space is reserved for recording data

Return to  
Six Points Square LLC  
Attn: Jeffrey J. Hook  
2921 North 70th Street  
Milwaukee, WI 53210

Parcel Identification Number/Tax Key  
Number

See Exhibit A

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

(SIGNATURE PAGE FOLLOWS)

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

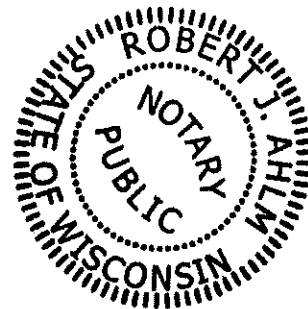
COMMUNITY DEVELOPMENT AUTHORITY OF  
THE CITY OF WEST ALLIS

By: [Signature]  
Name: Patrick Schloss  
Its: Executive Director

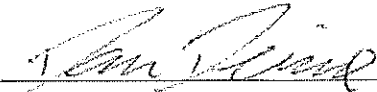
State of Wisconsin     )  
                                      ) ss  
Milwaukee County     )


Personally came before me this 17<sup>th</sup> day of December, 2024, Patrick Schloss the Executive Director 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.

[Signature] (SEAL)  
( Robert J Ahlman )  
Notary Public, State of Wisconsin  
My Commission Expires: 2/10/2026



CITY OF WEST ALLIS

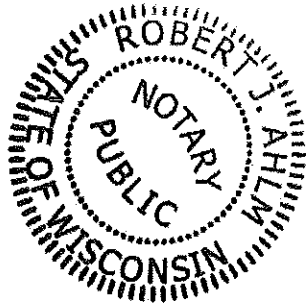
By:   
Dan Devine, Mayor


By:   
Rebecca Grill, City Clerk

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally, came before me this 17<sup>th</sup> day of December, 2024, Dan Devine, the Mayor 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 City.

\_\_\_ (SEAL)

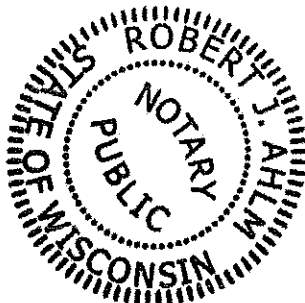


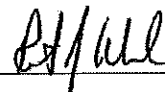
  
( Robert J Ahlm )  
Notary Public, State of Wisconsin  
My Commission Expires: 2/10/2026

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally, came before me this 17<sup>th</sup> day of December, 2024, Rebecca Grill, the City Clerk 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 City.

\_\_\_ (SEAL)



  
( Robert J Ahlm )  
Notary Public, State of Wisconsin  
My Commission Expires: 2/10/2026

Attorney Nicholas G. Chmurski  
O'Neil, Cannon, Hollman, DeJong & Laing, S.C.  
111 East Wisconsin Avenue, Suite 1400  
Milwaukee, Wisconsin 53202

## **EXHIBIT A**

### **Parcel A:**

Lot numbered One (1), and the East Ten (10) feet of Lot numbered Two (2) in Block numbered One (1), in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, in the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Also: The West Twenty (20) feet of Lot Two (2), all of Lot Three (3) and the East Ten (10) feet of Lot Four (4), in Block One (1), in the FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the South East One-quarter (1/4) of Section Thirty-four (34), Township Seven (7) North, Range Twenty-one (21) East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0141-001. Property Address: 6400 West Greenfield Avenue]

### **Parcel B:**

The West 20 feet of Lot 4 and the East 25 feet of Lot 5, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Also: The West 5 feet of Lot 5, all of Lot 6 and the East 1.78 feet of Lot 7, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0144-001. Property Address: 6414, 6416, 6418 and 6422 West Greenfield Avenue]

### **Parcel C:**

The West 28.22 feet of Lot 7, Block 1 in the FIRST CONTINUATION OF SOLDIERS' HOMES HEIGHTS SUBDIVISION, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, and State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0145-002. Property Address: 6424 and 6426 West Greenfield Avenue]

Parcel D:

Lot 8, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast ¼ of Section 34, in Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0146-000]

Parcel E:

THE FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, Lot 9, Block 1, and the South 15 feet of Lot 12, Block 11, in the SECOND CONTINUATION OF SOLDIERS HOME HEIGHTS SUBDIVISION, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0147-001. Property Address: 1351 South 64 Street]

**EXHIBIT E – Public Space Agreement**

**[see attached]**



Exhibit E

**PUBLIC SPACE AGREEMENT**

**Title of Document**

**Name and Return Address**

**Six Points Square LLC**

**Attn: Jeffrey Hook**

**2921 North 70<sup>th</sup> Street**

**Milwaukee, WI 53210**

**Drafted By:**

**Attorney Kail Decker**

**Office of the City Attorney**

**City of West Allis**

**7525 West Greenfield Avenue**

**West Allis, WI 53214**

## Public Space Agreement

This Public Space Agreement ("Agreement") is made effective as of January 10<sup>th</sup>, 2025, by and between Six Points Square LLC, a Wisconsin limited liability corporation, located at 2921 N. 70th Street, Milwaukee, WI, ("Developer"); and the City of West Allis, a municipal corporation, located at 7525 W. Greenfield Avenue, West Allis, WI (the "City"), and 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). The City and the Authority are collectively, "West Allis." The Authority, the City, and Developer are each referred to herein as a party or together as the "Parties."

**WHEREAS**, the Developer, the Authority and the City are Parties to a Purchase and Sale Agreement (the "Purchase and Sale Agreement") for the purchase and the sale of certain property owned by City outlined Certified Survey Map (the "CSM") described in **Exhibit A** attached hereto (the "Property").

**WHEREAS**, on even date hereof, West Allis closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement.

**WHEREAS**, the City desires to develop a public space for the benefit of its residents and visitors, and the Developer has proposed to design, construct, and deliver a new public space to the City at the northeast corner of S. 65<sup>th</sup> and Greenfield Avenue in exchange for the sale of land by the City at 6400 W. Greenfield Avenue.

**WHEREAS**, the City created a new Tax Increment District to support the financial request from the Developer to provide financial support to the overall development.

1           **WHEREAS**, the Developer has the expertise and resources necessary to undertake the  
2 design, construction, and completion of the public space in accordance with the specifications  
3 and requirements agreed upon by the parties.

4   **NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the  
5 parties agree as follows:

6   **1. Project Description:**

7   1.1 The property covered by this Agreement consists of "Outlot 1" (Park Area") and the portion of  
8 the alley bounded by Lots 1, 2 and 3 ("Alley") on Certified Survey Map No. \_\_\_\_\_ attached in  
9 Exhibit A – Property ("Public Space").

10 1.2 Developer agrees to design, construct, and deliver the "Park Area" in accordance with the  
11 specifications and plans mutually agreed upon by the Parties. The Park Area shall include  
12 amenities such as paved walkways, lighting, and landscaping, seating areas, etc.

13 1.3 The parties acknowledge that conceptual plans for the Public Space are attached hereto as  
14 Exhibit B and incorporated herein by reference.

15   **2. Developer's Responsibilities:**

16 2.1 Developer shall be responsible for obtaining all necessary permits, licenses, and approvals  
17 required for the construction and operation of the Park Area.

18 2.2 Developer shall commence construction of the Park Area in combination with the overall  
19 Development outlined in the a Development Agreement between the Parties and shall be  
20 completed per the Schedule outlined in the Development Agreement. Developer shall diligently  
21 pursue completion in accordance with the agreed timeline.

1 2.3 Developer shall ensure that the Park Area is constructed in compliance with all applicable  
2 laws, regulations, and building codes.

3 2.4 Developer shall deed the Park Area back to the City upon project completion and acceptance of  
4 work by the City Departments of Public Works and Engineering:

5 2.5 The Developer shall be responsible for routine maintenance of the Public Space including but  
6 not limited to: grass cutting, snow plowing or shoveling, emptying refuse, landscaping (pruning,  
7 weeding, remulching, and replacement of plants), grounds maintenance (i.e. refuse, graffiti, light  
8 bulb replacement, etc.), etc.

9 2.6 After the Park Area is owned by the City, the Public Space will be open to the public and  
10 Developer may not restrict the public use of the Park Area unless approved by the City.

11 2.7 The City shall be responsible for Long-Term Capital Costs and Costs Associated With Public  
12 Use of the Public Space. "Long-Term Capital Costs" are costs associated with ownership of a  
13 property including, but not limited to, replacement of damaged or worn-out furnishings and  
14 equipment, replacement of dead or diseased trees, replacement of damaged paving and  
15 sidewalks, etc. "Costs Associated With Public Use" are costs associate with the use of the Public  
16 Space by parties outside the control of the Developer including, but not limited to, repair or  
17 replacement of furnishings, equipment, landscaping, etc due to mistreatment, misuse and/or  
18 damage done by parties not affiliated with the Developer, its tenants or the Development.

19 2.8 The Developer will consult with the City about Park Space furnishings in order to install  
20 consistent items with other City Public Spaces and will obtain approvals from City Staff prior to  
21 installation.

22

**3. Funding and Payment Terms:**

3.1 The Developer shall finance the cost of the project as the City adopted Tax Increment Financing to the Developer for the scope of the project.

3.2 Developer shall provide City with regular progress and cost reports as outlined in the Development Financing Agreement.

**4. Ownership and Acceptance:**

4.1 Upon completion of the construction of the Park Area, Developer shall donate the Park Area to City.

4.2 Developer warrants that the Park Area shall be free and clear of all liens and encumbrances upon transfer of ownership to City.

**5. Maintenance and Operation:**

5.1 Following completion and acceptance of the Park Area, City shall operate the Park Area as a city park.

5.2 Developer shall provide City with all necessary operation and maintenance manuals, warranties, and any other relevant documentation related to the Park Area.

**6. Termination:**

6.1 This Agreement may be terminated upon mutual consent of the Parties.

6.2 In the event of termination, Developer shall promptly complete and deliver all work in progress and shall cooperate with City in the orderly transition of responsibilities related to the Public Space.

1    **7. Insurance and Indemnification:**

2    7.1 Developer shall provide proof of comprehensive general liability insurance covering any  
3    employee or contractor performing work on the Park Area, including coverage for construction  
4    risks, with limits and endorsements satisfactory to City.

5    7.2 Developer shall indemnify, defend, and hold harmless City, its officers, agents, and employees  
6    from and against all claims, damages, losses, liabilities, costs, and expenses arising out of or  
7    related to Developer's performance under this Agreement, except to the extent caused by City's  
8    negligence or willful misconduct.

9

10   **8. Miscellaneous:**

11   8.1 This Agreement constitutes the entire agreement between the parties with respect to the  
12   subject matter hereof and supersedes all prior agreements, negotiations, representations, and  
13   understandings, whether oral or written.

14   8.2 Any modification or amendment to this Agreement must be in writing and signed by authorized  
15   representatives of both parties.

16   8.3 This Agreement. This Agreement shall, in all respects whether as to validity, construction,  
17   capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or  
18   proceeding arising out of or related to this Agreement shall be commenced and maintained only in  
19   a court of competent jurisdiction in the state or federal courts located in Milwaukee County,  
20   Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts. .

21   8.4 Assignment. Upon the sale or conveyance of the Project, the Developer may assign its rights  
22   and obligations under this Agreement to the purchaser or assignee. The rights and obligations

1 under this Agreement shall run with the land and shall bind and inure to the benefit of the owner of  
2 the Property. .

3

4 **IN WITNESS WHEREOF**, the parties hereto have executed this Public Space Agreement as of the  
5 date first above written.

6

**Six Points Square LLC ("Developer"):**

7

By: JJH3 Six Points LLC, its Manager

8



9

Jeffrey J. Hook

10

Manager

11

12



13

Date

14

15 State of Wisconsin )

16 ) ss

17 Milwaukee County )

18

19 Personally, came before me this 10<sup>th</sup> day of January, 2025, Jeffrey J. Hook, Manager  
20 of JJH3 Six Points LLC, the Manager of Six Points Square LLC, to me known to be the person(s) who  
21 executed the foregoing instrument and acknowledged the same on behalf of said Company.

22

23

24

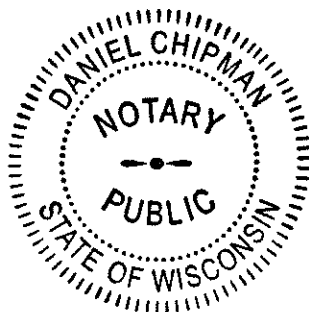
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30

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32

 (SEAL)

(Daniel Chipman)

Notary Public, State of Wisconsin

My Commission Expires: August 25, 2025





# EXHIBIT A - PROPERTY

## CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOTS 1 THRU 9, BLOCK 11, IN THE FIRST CONTINUATION OF THE SOLDIERS' HOME HEIGHTS SUBDIVISION AND THE SOUTH 15 FEET OF LOT 12, BLOCK 11 IN SECOND CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, BEING PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

ALL BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY. THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 HAVING A BEARING OF N 89°32'23"

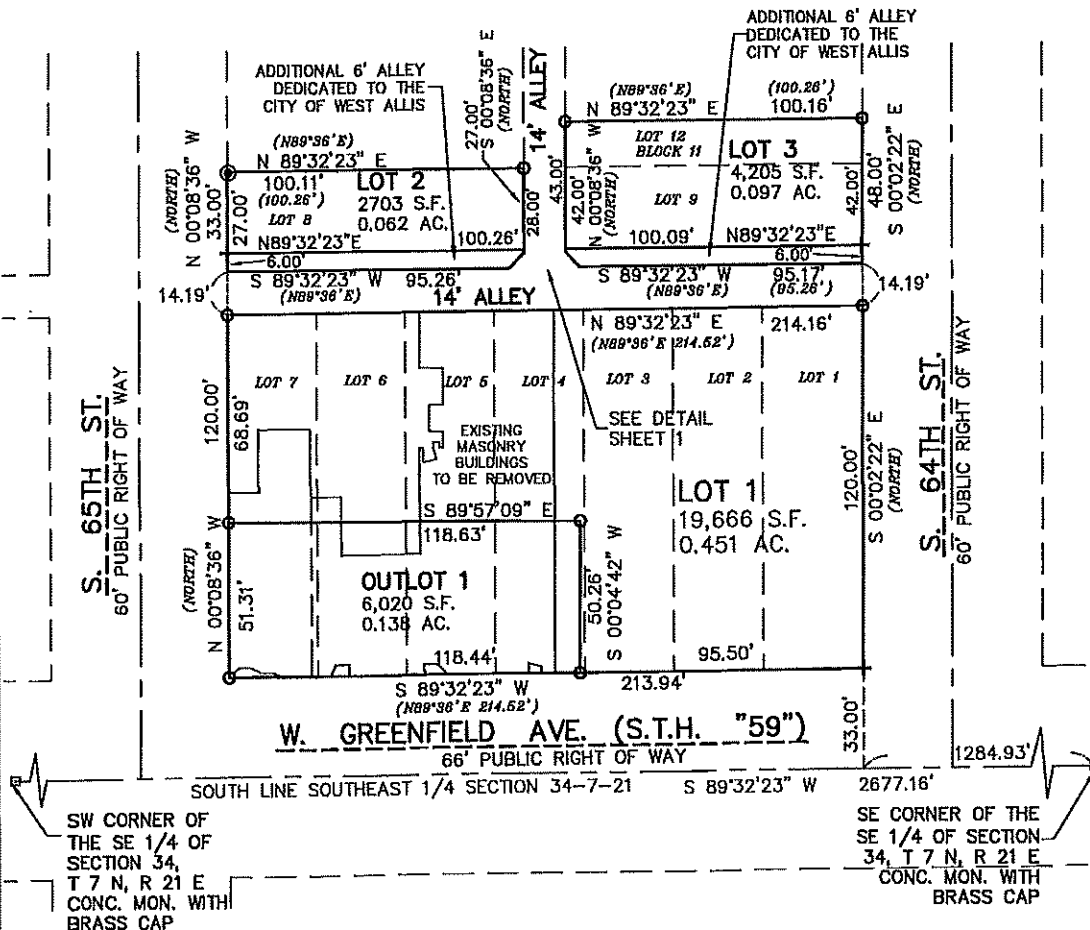
+ SET CROSS

○ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.

● INDICATES 1 INCH DIA. IRON PIPE FOUND.

(N89°36'E 214.62') DENOTES RECORDED AS BEARINGS AND DISTANCES

**CJ**  
engineering  
civil design and consulting  
9206 W. Center Street  
Suite 214  
Milwaukee, WI 53222  
PH. (414) 443-1312  
www.cj-engineering.com  
PREPARED FOR:  
CITY OF WEST ALLIS  
WEST ALLIS COMMUNITY  
DEVELOPMENT AUTHORITY  
7252 W GREENFIELD AVE.  
WEST ALLIS, WI 53214

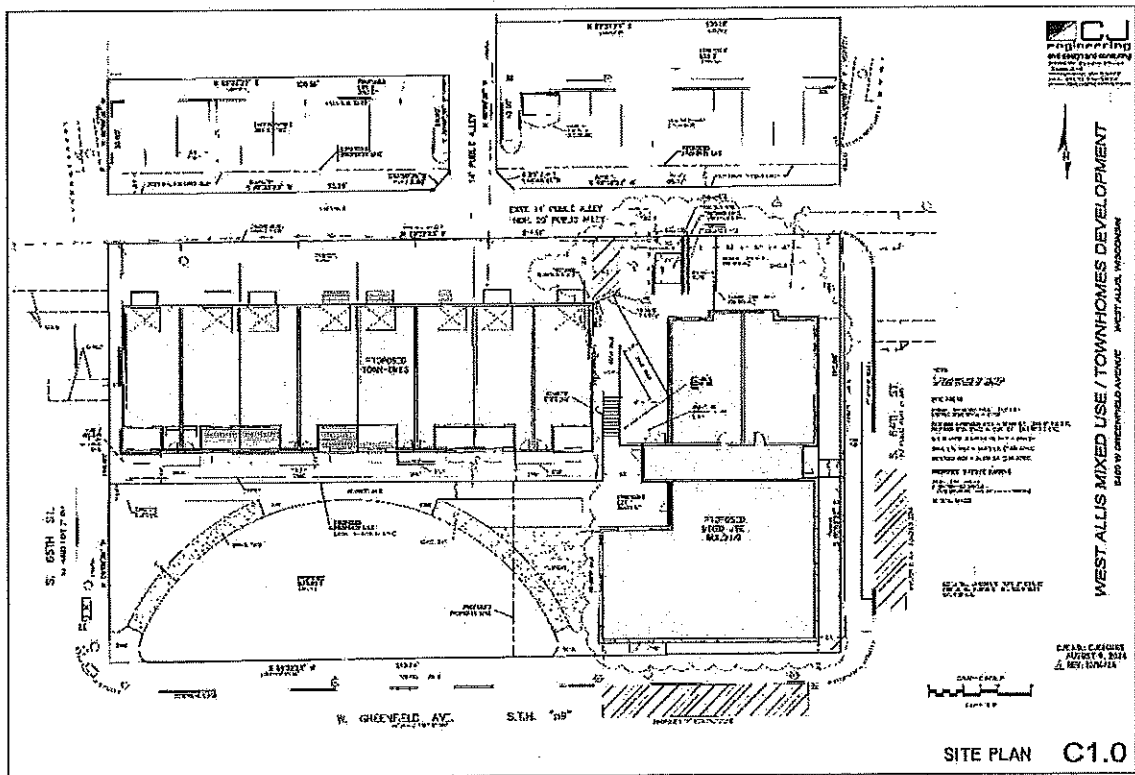


1

# EXHIBIT B - CONCEPTUAL PLANS



2



3

### **EXHIBIT C - LEGAL DESCRIPTION**

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[For Informational Purposes Only: Tax Parcel No. 439-0146-000]

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