

Purchase and Sale Agreement
EXHIBIT E
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”), made and entered into as of the ____ day of June 2019, (the "Effective Date"), by and between 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”) and Milwaukee Behavioral Health, LLC, its successors and/or assigns (“Developer”). Authority and Developer are each referred to herein as a Party or together as the “Parties.”

WHEREAS, the Developer and Authority entered into a Purchase and Sale Agreement (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property owned by Authority and described in the Purchase and Sale Agreement as **Exhibit A – Legal Description of Property**.

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

WHEREAS, the Developer intends to construct an estimated 120 bed, behavioral health care facility with an anticipated construction value of \$25 million and have an estimated 200 employees. The Project will have _____ surface parking spaces. The development will be generally consistent with the preliminary site plan and rendering, referenced as **Exhibit B – Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement, which, subject to Section 1.B below, the Authority agrees is acceptable in all respects, and satisfies, in Authority’s opinion, the standards set forth in this Development Agreement. The development described

above is hereinafter referred to as the "Project" and is located 1706 S. 68th St. and consists of approximately 7.519 acres of land in the City of West Allis, Wisconsin and will be developed pursuant to the terms of this Agreement; and,

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

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

1. **AUTHORITY'S OBLIGATIONS.** Authority shall be obligated as follows:
 - A. **Sale of the Property.** As of the date of this Agreement, Authority shall have closed the sale of the Property to the Developer.
 - B. **Zoning and Planning Approvals.** Prior to Closing (as defined in the Purchase and Sale Agreement) and after Closing (if necessary), Authority shall review and process Developer's applications for zoning and plan review to accommodate Developer's development schedule for the construction of the Project in accordance with applicable ordinances in an expeditious manner. To the extent not already approved on or prior to the Effective Date, all such required approvals are subject to final approval of City's Common Council and City's Plan Commission. Authority agrees to assist Developer in obtaining these approvals (and the approvals required of any other entity related to West Allis) in an expeditious manner.

2. **DEVELOPER'S OBLIGATIONS.** Developer shall be obligated as follows:
- A. **Purchase of the Property.** Developer shall have closed the purchase of the Property from Authority as provided in the Purchase and Sale Agreement.
 - B. **Environmental Remediation.** Following Closing, Developer shall be responsible for all costs associated with environmental remediation, geotechnical and site preparation; provided, however, that the Authority shall be responsible for obtaining a Post Closure Modification – Notice to Proceed and the removal of any monitoring wells.
 - C. **Construction of Project.** Subject to the obligations and contingencies set forth in the Purchase and Sale Agreement, Developer will undertake the following:
 - (1) Commence construction of the Project and substantially complete construction (as such term is hereinafter defined) of the Project in accordance with Section 2.D below.
 - (2) The Project shall be landscaped in accordance with approved site, landscaping, architectural, and building plans and specifications according to City review and the approval procedures as herein referenced. The building elevations and materials and the landscaping plan will be in accordance with **Exhibit B- Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement.
 - D. **Schedule.** Developer shall commence construction of the Project and shall proceed with due diligence to substantial completion no later than the date referred to in **Exhibit 2 – Project Schedule** of this Agreement. Failure of Developer to

substantially complete construction as required by this Section, subject to Force Majeure (as defined below), shall constitute a breach of this Agreement; provided, however, and subject to the last sentence of this Section 2.D, such failure shall not constitute a default if Developer is pursuing substantial completion of construction in good faith and with due diligence. Irrespective of Force Majeure, under all circumstances Developer shall meet the funding, completion and revenue generation requirements set forth in Section 3 of the Development Financing Agreement.

- E. Information Sharing.** Developer has prepared a budget for the preparation, construction and landscaping of the Project and has submitted the same to Authority for its approval. Developer shall maintain records such that its actual expenditures for the preparation, construction and landscaping of the Project may be ascertained and reconciled against such budget. From time to time, upon reasonable notice from Authority, Authority shall be entitled to examine such records to verify construction costs.
- F. Availability of Funds and Approval for Construction.** Prior to the execution of this Agreement, and from time to time thereafter, upon reasonable request of Authority, but not more than once in a 12-month period, Developer shall provide to Authority evidence satisfactory to Authority and its financial and/or construction cost consultants, in Authority's reasonable discretion, that Developer has available to it the necessary corporate approvals and sufficient funds for the completion of the Project upon the schedule set forth herein.

Notwithstanding anything in Section 2.E or Section 2.F to the contrary, Section 7 of the Development Financing Agreement shall apply with respect to any materials that Developer determines contain sensitive or proprietary information relating to Developer or the Property or that may be trade secrets or copyrighted. Developer may deliver certain sensitive financial materials to Authority's financial consultant, and the financial consultant will report to Authority on the contents thereof.

- G. Conveyance.** Prior to issuance of an Occupancy Permit, Developer shall not sell, transfer or convey the Property to anyone other than an Affiliate (as hereinafter defined). For purposes of this Agreement "Affiliate" shall mean an entity controlling, controlled by or in common control with Developer. Nothing herein shall preclude Developer from selling a majority membership interest in the ownership of the Property. Developer may collaterally assign its interest herein to a lender with respect to the Property.
- H. Nondiscrimination.** No owner or holder of an Occupancy Permit for the Property shall restrict the use or enjoyment of the Property or the Project by a person in a protected status in the sale, use or occupancy thereof, except as in the ordinary course of medical care as a mental health hospital.
- I. Operation of the Project.** Developer has represented to the Authority and to the City of West Allis that Developer operates its facilities in such a manner as to provide transportation for patients to and from its facilities, pursuant to the protocol set forth on Exhibit 3 attached hereto (the "Transportation Protocol"). Developer

shall at all times operate its facilities in accordance with the Transportation Protocol.

3. **ARCHITECTURAL DESIGN, URBAN FORM AND CONSTRUCTION**

STANDARDS. The Parties intend that the Project will create a quality development that fits the context and vitality of the surrounding neighborhood redevelopment while utilizing contemporary design standards. The development will also increase the tax base and enhance the neighborhood. Building plans and specifications, including architectural elevations, for the Project, to include construction materials, are subject to review and final approval by City's Plan Commission, pursuant to the provisions of this Agreement. The basic design and exterior construction materials of the Project shall be substantially in conformity with **Exhibit B - Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement, and made a part hereof. Unless otherwise approved by the City's Plan Commission, architectural and site treatments must be aesthetically appropriate and compatible with the following standards.

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

- (1) Relate to other nearby buildings and incorporate interesting building elements from surrounding buildings, where applicable.
- (2) Contain the three traditional parts of a building in appropriate proportions: base, mid-section and top.

- (3) Be of a scale for new buildings that is compatible with adjacent buildings. Use transitions to achieve compatibility between larger buildings next to small scale buildings; transition techniques shall include building elements of different heights, building or roof articulation, and building projections such as covered walkways.
- (4) Generally not contain “franchise” architecture, although the use of corporate identifying elements may be appropriate on a building that otherwise reflects the desired vision of the area.

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

- (1) **Building Base.** The lowest portion of a building at grade creates the opportunity to establish an architectural base. This base may be a projection, a change in surface texture, or a change in material or color. The size of the base shall be in proportion to the overall size of the building.
 - (a) Base materials shall be highly resistant to damage, defacement, and general wear and tear. Pre-cast decorative concrete, stone masonry, brick, slate, and commercial grade ceramic tile are examples of excellent base materials. The use of anti-graffiti coating on base materials is encouraged.

- (b) In general, the base materials shall appear “heavier” and “darker” in appearance than the materials and color used for the building’s main exterior.
 - (c) The first floor of any mixed-use building or public elements/rooms should be set-off from the middle and top of the building through increased height and fenestration.
- (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.

(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 colors are subject to review and final approval by City's Plan Commission.
- (3) Building materials reflecting natural elements, such as stone or wood, are strongly encouraged.
- (4) A minimum of 70% of the building's façade should consist of acceptable high-quality materials including: brick, wood, sandstone or other native stone, cement board siding, architectural panels and glass/fenestration. No primary material shall mimic another material, without specific approval from City.
- (5) Secondary materials (like EIFS) should be used minimally, and only as a complement.

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

- A. All areas on the Property not used for building, storage, parking, walks, and access roads, shall be suitably graded and drained, seeded, sodded, landscaped and maintained as provided in Sec. 12.13 of the Revised Municipal Code.
 - B. Landscaped areas shall contain a variety of elements, including trees, shrubs, grass and/or other suitable groundcover in accordance with a landscape plan for the Property to be approved by City's Plan Commission.
 - C. Unless otherwise approved by the City's Plan Commission, all parking areas shall be surrounded by a landscaped buffer area to include canopy trees at regular intervals or in clusters. Shade and ornamental trees (2 trees/island minimum) are also required in landscape islands within parking areas, unless otherwise approved by the City's Plan Commission.
 - D. All required landscaping shall be completed within one year of the completion of construction of the principal buildings on the Property and shall, thereafter, be maintained in a manner acceptable to City.
 - E. Developer will maintain the site landscaping in accordance with the final plans approved by City's Plan Commission. Approved plans will run with the land and will remain in effect regardless of changes in ownership of the subject property.
5. **SITE STANDARDS AND IMPROVEMENTS.** Unless otherwise approved by the City's Plan Commission, all buildings and other site improvements (collectively "Improvements") to be constructed under this Agreement shall comply with the following minimum standards:

- A. Plan Review.** Improvements shall be designed by an architect or engineer. Building Improvements are subject to architectural review and approval by City's Plan Commission as provided herein.
- B. Site Plan.** No building Improvements or structures shall be constructed on the Property until plans (showing location, land coverage, building placement and intensity, landscaping, off-street parking and other site improvements) have been submitted to and approved by City's Plan Commission (the "Site Plan"). Improvements shown and determined on the Site Plan shall include, but not be limited to:
- (1) Location of all building and other structures (to include a schedule showing: lot area and total square feet in building (each floor);
 - (2) A landscaping and screening plan showing the location, common and botanical names, planting size, root condition and quantity of all plant material, including lawn areas. The plan shall also show all ground cover and mulch areas, as well as construction materials, including any retaining walls and edging.;
 - (3) Fences (including types of materials);
 - (4) Sidewalks, driveways and other paved areas (including types of materials);
 - (5) Parking and access drive dimensions and locations, stall numbers and dimensions, curbs, loading docks, and snow storage areas;
 - (6) Loading areas (including types of materials);
 - (7) Refuse areas, including location, screening and type;

- (8) Utility and storage areas (including types of materials);
- (9) Water impoundments;
- (10) Outdoor site and accent lighting (including fixtures and photometrics);
- (11) Areas of fill or cuts;
- (12) Storm water drainage plans and facilities;
- (13) On-site sewer, water and other utility locations, sizes and easement locations;
- (14) Dimensions of all front, side, and rear yards, drives, etc.
- (15) Locations and dimensions of all easements.
- (16) Reserved.
- (17) Locations of all hydrants within the site.
- (18) A Grading Plan, including all finished grade levels.
 - (a) Existing and proposed grades and contours.
 - (b) Surface water drainage and detention and/or retention.
 - (c) Finished grade at building.
 - (d) Catch basins and storm sewer locations.
 - (e) Connection to existing utilities.

C. Parking. Any surface parking shall be in accordance with the parking plan as depicted on **Exhibit B - Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement is hereby approved. Landscaping shall be used to define parking areas, primary vehicular drives and pedestrian areas in an aesthetically and environmentally pleasing manner.

6. **REFUSE.** All trash containers for the Project, including dumpsters, must be enclosed by a wall that matches the building facade and provides a suitable visual screen. Enclosure areas will also feature a rooftop structure/covering to limit sight lines into the refuse area from housing units on site and adjacent to the property. Such wall shall be of sufficient height to cover the material stored and shall be maintained so as to present an aesthetically appealing appearance at all times. All trash enclosures to be permitted in side and rear yards only.
7. **UTILITIES AND SITE LIGHTING.** All new and existing utility lines on the Property shall be installed underground in easements provided therefor. No new overhead electric power, telephone or cable service will be permitted. Parking and roadway lighting (fixture, height, type and intensity) where provided shall be approved by City. Area lighting shall not be mounted on the building. Full cut off fixtures shall be utilized to prevent light splay onto surrounding properties.
8. **PEDESTRIAN AND VEHICULAR ACCESS.**
 - A. All curb cuts and service drives shall be designed to minimize disruption of pedestrian activity and movements and are subject to the approval of City's Board of Public Works.
 - B. Pedestrian linkages and crossing access are encouraged between existing neighborhoods and the proposed development area in an effort to promote walkability, traffic safety, and reduction of the number of new driveways on major street arterials.
 - C. Loading docks and refuse areas shall be screened and concealed from street view.

9. **ACCESSORY STRUCTURES.** The location, size and design compatibility of all permitted accessory structures (defined below) in the Project shall be approved by the City's Plan Commission before construction of such accessory structure. As used in this Agreement, the term "accessory structure" includes, but is not limited to, garages, maintenance buildings and the following structures (if such structures are to be located within the required setbacks): ground-mounted telephone and electrical transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar structures. Issuance of a building permit by the City and Plan Commission approval shall constitute conclusive evidence that the City has approved any and all accessory structures.
10. **SIGNAGE.** Signage placement shall be considered in the building and site design. A complete signage package, indicating design, materials size, location, and illumination, shall be submitted to City's Development Department for approval in accordance with applicable ordinances.
11. **CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to the contrary, construction of the Project in accordance with the final plans and specifications approved by the City's Plan Commission shall conclusively evidence compliance with this Agreement. Following completion of construction of the Project in accordance with such final approved plans, at the written request of Developer, Authority shall execute and deliver to Developer a certificate of completion in substantially the form attached hereto as **Exhibit 4 – Certificate of Completion** confirming that the Project is acceptable to Authority in all material respects and satisfies, in Authority's reasonable opinion, the standards set forth in this Agreement (the "Certificate of Completion"). The

Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in this Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project, and (b) the required date for completion of the Project; provided, however, that Developer's obligations pursuant to Sections 2.H, 4.E, 12.A, 12.C and 13 shall continue in effect until otherwise satisfied as set forth in this Agreement.

12. MAINTENANCE RESPONSIBILITIES.

- A.** Developer shall keep the Property and easement areas on the Property in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
- (1) The removal of all litter, trash, refuse, and wastes.
 - (2) The mowing of all lawn areas should be conducted in accordance with municipal code.
 - (3) The maintenance of lawn and landscape areas in a weed-free, healthy and attractive condition.
 - (4) The care and pruning of trees and shrubbery outside of easements within Property boundaries.
 - (5) The maintenance of exterior lighting, signs, and mechanical facilities in working order.
 - (6) The keeping of all exterior building surfaces in a clean, well maintained condition.
 - (7) The striping and sealing of parking and driveway areas.

- (8) The removal of unlicensed or inoperable vehicles.
- (9) Snow and ice removal.

- B. Maintenance During Construction.** During construction, it shall be the responsibility of Developer to ensure that construction sites on the Property are kept free of unsightly accumulations of rubbish and scrap materials; and that construction material, trailers, and the like are kept in a neat and orderly manner. If any street right-of-ways abutting the Property are damaged as a result of Developer's construction activities, Developer shall repair said damage to edge of pavement. Burning of excess or scrap construction material is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction in accordance with the Building Permit for erosion control.
- C. Storm Water Management and Controls.** Developer shall be responsible for obtaining all necessary stormwater permits for the Project.

13. DEFAULT PROVISIONS AND REMEDIES.

- A. Event of Default.** The occurrence of the following conditions shall constitute an "Event of Default" so long as such conditions exist and are continuing:
- (1) Developer fails to perform or satisfy any of its obligations under this Agreement within thirty (30) days following written notice from Authority; provided, however, if the default is not reasonably susceptible of cure within such thirty (30) day period, then Developer shall have such additional

period of time to cure the default as long as the Developer is diligently pursuing such cure to completion, not to exceed 120 days.

- (2) Developer is adjudicated insolvent or generally does not pay or becomes unable to pay or admits in writing to its inability to pay its debts as they mature.
- (3) Developer makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of assets.
- (4) Developer becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code or files a petition in bankruptcy, for reorganization or to affect a plan or other arrangement with creditors.
- (5) Developer has a petition or application filed against it in bankruptcy or any similar proceeding or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer files an answer to such petition or application, admitting the material allegations thereof.
- (6) Developer applies to a court for the appointment of a receiver or custodian for any of its assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment.
- (7) Developer adopts a plan of complete liquidation of its assets.

B. Right to Repurchase. So long as Authority is in compliance with all of its obligations under the Purchase and Sale Agreement, in the event Developer is

beyond all cure periods and does not commence construction or substantially complete construction of the Project pursuant to Section 2(D) above, subject to Force Majeure, Authority may, but shall not be required to, purchase the Property for the price paid to Authority by Developer (assuming no construction has occurred on the Property), as its sole remedy, by giving at least thirty (30) days' prior written notice to Developer of its intention to repurchase if the Project is not substantially completed by such date, as applicable. Upon receipt of such notice, Developer shall have an additional opportunity to cure based on submission to Authority of a plan of cure and reasonable timelines to complete such cure. If construction of the Project has begun, the repurchase price shall be the value of improvements (but not the land which remains the Purchase Price paid by Developer to Authority) based upon fair market value. If the Parties cannot agree on the fair market value of the improvements, such value will be determined by appraisals as follows. Either Authority or Developer, may by notice to the other Party, appoint a disinterested MAI appraiser as one of the appraisers. Within ten (10) days thereafter the other Party, by written notice to the Party appointing the first appraiser, appoint another disinterested MAI appraiser as a second appraiser. The appraisers thus appointed shall appoint a third disinterested MAI appraiser, and such three appraisers shall as promptly as possible determine such value, provided; however, that:

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

- (2) If, within five (5) days after the appointment of the second appraiser, the two appraisers appointed by the Parties shall be unable to agree upon the appointment of a third appraiser, they shall give written notice of such failure to agree to the Parties, and, if the Parties fail to agree upon the selection of such third appraiser within five (5) days after the appraisers appointed by the Parties gave notice as aforesaid, then within five (5) days thereafter, either of the Parties upon written notice to the other party hereto may apply for such appointment to the Circuit Court of Milwaukee County.
- (3) The Parties shall each be entitled to present evidence and argument to the appraisers. The determination of the majority of the appraisers or the sole appraiser, as the case may be, shall be conclusive upon the Parties and judgment upon the same may be entered in any court having jurisdiction thereof. The appraisers shall give written notice to the Parties stating their determination, and shall furnish to each Party a copy of such determination signed by them. The expense of such appraisal(s) shall be borne equally by the Parties. In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as provided above for the appointment of the appraiser so failing, refusing or unable to act.
- (4) The notice of intention to exercise the repurchase right can be given or withdrawn at any time after failure of Developer to comply with this section and before this section terminates as provided below. If Authority elects to

pay the appraisal amount to the Developer for the Property, Title to the Property shall be conveyed to Authority "as is." A title insurance policy shall be provided at the expense of Developer in the amount of the repurchase price and insuring Authority's title is in the aforementioned condition. The foregoing right to repurchase shall be subject and subordinate to the lien and rights of any mortgagee providing financing to the Project and shall automatically terminate upon final substantial completion of construction of the Project.

- (5) The term "commence construction" as used in this Section shall mean the pouring of footings for a building on the Property. The term "substantially complete construction" as used in this Agreement shall mean the issuance of an occupancy permit by the City for each of the buildings on the Property.
- (6) All of the appraisers shall have at least ten (10) years' experience of appraising commercial office buildings within Milwaukee County, and no two appraisers shall be from the same firm.

C. Limitation 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. This limitation does not extend to any matter which is adjudicated to be based upon fraud or willful misrepresentation.

14. **APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms and conditions of Section 20 (Time of the Essence), Section 24 (No Partnership or Venture), Section 25 (Notices), Section 26 (Further Assurances), Section 27 (Waiver of Terms), Section 30 (Governing Law and Venue), Section 33 (Execution in Counterparts), Section 34 (Titles and Headings), Section 36 (Interpretation), Section 37 (Construction), Section 38 (Severability), Section 43 (Binding Effect), Section 44 (Good Faith), and Section 45 (Confidentiality Agreement) of the Purchase and Sale Agreement shall govern the interpretation and application of this Agreement.
15. **DEFINED TERMS.** Defined terms contained in the Development Agreement shall, unless a different specific definition is given, be governed by the definitions contained in the Purchase and Sale Agreement.
16. **ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits annexed hereto, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, by the Parties or any of them, with respect to the development and maintenance of the Project
17. **FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil disorders, wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods, legally required environmental remedial actions, third party claims arising from zoning and/or planning approvals for the Project, shortage of materials, unforeseen relocation of utilities, or by other cause not within the control of the Party whose performance was

interfered with ("Force Majeure"), and which by the exercise of reasonable diligence such Party is unable to prevent. The time for performance shall be extended by the period of delay occasioned by such Force Majeure.

(SIGNATURES CONTINUED ON NEXT PAGE)

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

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

By: _____
John F. Stibal, Executive Director

Dated: _____

DEVELOPER: MILWAUKEE BEHAVIORAL HEALTH, LLC

By: UHS OF DELAWARE, INC., its member

By: _____
Steven Felton, Executive Vice President &
Chief Financial Officer

Dated: _____

Approved as to form this _____ day
of _____.

_____, Deputy City Attorney

Development Agreement List of Exhibits

Exhibit 1	Intentionally omitted
Exhibit 2	Project Schedule
Exhibit 3	Transportation Protocol
Exhibit 4	Certificate of Completion

Exhibit 1

Intentionally omitted.

Exhibit 1

Exhibit 2 - Project Schedule

Item	Description	Date	Entity
1	Closing	_____	AUTHORITY/DEVELOPER
2	Project Completion	18 months following commencement of construction, subject to Force Majeure	DEVELOPER
3	Final Request for Certification of Completion	60 days following substantial completion of construction	DEVELOPER

Exhibit 3 – Transportation Protocol

Exhibit 3

Exhibit 4 – Certificate of Completion

[See attached]

Exhibit 4

Document Number	CERTIFICATE OF COMPLETION
	Document Title

**CERTIFICATE
OF COMPLETION**

MILWAUKEE BEHAVIORAL HEALTH, LLC

Recording Area
Name and Return Address
XXXXXXXX

Parcel Identification Number (PIN)

Property Address	
Developer:	Milwaukee Behavioral Health, LLC
Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 2019, as amended or modified, recorded on _____, 2019, 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 _____, which is evidenced by that certain Memorandum of Agreements recorded on _____, 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 _____, 20__.

**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 _____, 20__, 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: