

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1517
DATE ADOPTED November 11, 2025

Resolution to approve the First Amendment to the Real Estate Purchase Agreement with Seth E. Dizard, ESQ, for the former Motor Castings Company site.

WHEREAS, the Authority and Seth E. Dizard are parties to a Real Estate Purchase Agreement effective as of September 10, 2025 (the "Purchase Agreement"), pursuant to which Company agreed to sell, and Purchaser agreed to buy, approximately 5.98 acres of property in the City of West Allis, County of Milwaukee, as more particularly described in the Purchase Agreement (the "Property");

WHEREAS the initial due diligence period expires on November 9th, 2025; and,

WHEREAS the Authority desires to conduct additional due diligence and an extension to the Purchase Agreement is required to complete the necessary work and review of the Property; and,

WHEREAS, Staff is recommending an extension until January 8, 2026, and the additional deposit of \$10,000 for the extension; and,

WHEREAS the Authority is hereby granting the Executive Director authorization to negotiate, execute, deliver and perform obligations necessary to amend the Purchase Agreement, of which a draft First Amendment is hereby attached as Exhibit 1.

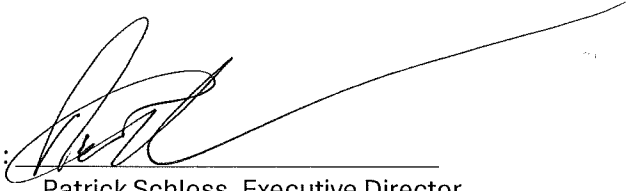
NOW, THEREFORE BE IT RESOLVED by the Community Development Authority of the City of West Allis hereby approves the First Amendment to the Real Estate Purchase Agreement with Seth E. Dizard, ESQ, for the former Motor Castings Company site, and.

Be It Further Resolved, the Authority approves the following:

1. That the Executive Director, or designee, with the approval of the City Attorney, or designee, is hereby authorized and directed to negotiate, execute, deliver, and perform obligations under all documents in connection with the attached Amendment to Real Estate Purchase Agreement agreements, working capital agreements, grant agreements, and financing statements.

2. That the Executive Director, or his designee, with the approval of the City Attorney, or his designee, is hereby authorized and directed to take any and all other actions on behalf of the Community Development Authority of the City of West Allis which they deem necessary or desirable in connection with the Project including, without limitation, negotiating, executing, delivering, and performing obligations under any and all documents in connection with the Property including, without limitation, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, and assignment agreements.

3. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary and proper to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: 

Patrick Schloss, Executive Director
Community Development Authority

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "**Amendment**") is dated and effective as of November 7, 2025, by and between **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** ("**Purchaser**"), and **SETH E. DIZARD, ESQ.**, as Wis. Stats. Chapter 128 Receiver ("**Receiver**") of **MOTOR CASTINGS COMPANY**, a Wisconsin corporation ("**Company**").

RECITALS

WHEREAS, Purchaser and Company are parties to that certain Real Estate Purchase Agreement effective as of September 10, 2025 (the "**Purchase Agreement**"), pursuant to which Company agreed to sell, and Purchaser agreed to buy, approximately 5.98 acres of property in the City of West Allis, County of Milwaukee, as more particularly described in the Purchase Agreement (the "**Property**");

WHEREAS, the initial Inspection Period expires on November 9, 2025; and

WHEREAS, the parties hereto now desire to amend the Purchase Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. Defined Terms. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Purchase Agreement.

2. Extension of Inspection Period. Section 7(a)(iii) of the Purchase Agreement is hereby amended to provide that the first extension of the Inspection Period shall expire on January 8, 2026 (the "**First Extension Period**"); and the second extension of the Inspection Period, if exercised by Purchaser, shall expire on March 9, 2026 (the "**Second Extension Period**").

3. Exercise of First Extension. Purchaser hereby exercises its right to extend the Inspection Period for the First Extension Period. Within three (3) business days from the effective date of this Amendment, Purchaser will deposit the first extension deposit of \$10,000.00 with Escrow Agent.

4. Effect of Amendment. In the event of any conflicts or inconsistencies between the terms and provisions of this Amendment and those of the Purchase Agreement, the terms and provisions of this Amendment shall govern and control to the extent of such conflict or inconsistency. Except as modified by this Amendment, the terms and conditions of the Purchase Agreement shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed. All references to the Purchase Agreement shall be deemed to refer to the Purchase Agreement as amended by this Amendment.

5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered (including by e-mail) shall be deemed an original, and all of which counterparts, taken together, shall be deemed one complete document. Facsimile, electronic, and scanned signatures on this Amendment shall be binding upon the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

PURCHASER:

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

By: 

Patrick Schloss, Executive Director

COMPANY:

MOTOR CASTINGS COMPANY,
a Wisconsin corporation

By: 

Seth E. Dizard, Wis. Stats. Chapter 128
Receiver