

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

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

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

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

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

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

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

47 **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

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

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

76 **9. Conditions of Closing.**

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

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

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

92 (3). Payment of Purchase Price. The Developer shall pay the Purchase Price
93 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.**

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

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

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

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

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

140 (4). Developer’s Financing and Approvals.

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

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

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

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

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

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

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

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

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

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

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

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

191 **C. Termination.**

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

202 (2). By Developer. In the event that any of the Developer Conditions have not
203 been satisfied or waived by the Developer on or before Closing, the Developer may,
204 by written notice to West Allis on or before the Closing Date, terminate this
205 Agreement; provided, however, if the Developer Conditions set forth in subsections
206 (4), (6) or (7) have not been satisfied or waived by such date, West Allis will allow
207 for an extension of this deadline if requested by the Developer, provided that
208 Developer can demonstrate that it is pursuing satisfaction of the conditions in good
209 faith and with due diligence. In case of such termination, no party shall have any
210 further liability under this Agreement except as specifically set forth as surviving
211 termination. Closing on the Property shall be deemed as satisfaction or waiver of
212 the Developer Conditions.

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10. Obligations and Title Matters.

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

- (1). Subdivision. Prior to the Closing, West Allis shall cause the certified survey map (CSM) attached hereto as part of **Exhibit A**, which combines and legally subdivides the parcels which comprise the Property, to be (a) approved by all necessary parties, and (b) ready for execution and recordation as contemplated by the Development Agreement.
- (2). Zoning and Permitting Cooperation. To the same extent as it does for all property developers, West Allis shall cooperate with the Developer through the term of this Agreement and shall promptly assist in obtaining and expediting the necessary review by the City and in processing all submissions and applications in accordance with the applicable City ordinances, such that, as of the Closing, all zoning approvals necessary for the construction and occupancy of the Project will have been granted other than those items that are subject to completion of construction.
- (3). Due Diligence Documents. West Allis have delivered to the Developer such documents in the Authority's or the City's possession or under its control and West Allis shall promptly deliver such additional documents that West Allis may obtain hereafter, as may be requested by the Developer for purposes of evaluating the Property and its ability to use the Property for the use intended by the Developer under this Agreement (collectively, the "Due Diligence Documents").
- (4). Operation and Maintenance of the Property before Closing. Between the 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

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

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

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

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

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

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

299 (2). West Allis shall pay the recording fee for any satisfaction of its existing liens
300 and encumbrances and the Memorandum.

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

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

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

307 **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

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

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

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

372 (1). Organization; Good Standing. The Developer is a Wisconsin limited liability
373 company duly organized and validly existing under the laws of the State of Wisconsin
374 and authorized to do business in the State of Wisconsin. The Developer has full
375 power and authority to acquire and own real estate and to carry on with its business
376 as presently conducted, to enter into this Agreement, and to carry out the transaction
377 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

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

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

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

420 **16. Closing Documentation.**

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

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

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

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

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

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

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

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

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

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

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

447 **17. Possession.** At Closing, the City and the Authority shall deliver to the Developer legal and
448 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

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

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

482

483 To the Authority: Community Development Authority of the City of West Allis
484 Office of the Executive Director
485 7525 West Greenfield Avenue
486 West Allis, WI 53214
487 Attn: Executive Director

488

489 With a copy to: City of West Allis
490 Office of the City Attorney
491 7525 West Greenfield Avenue
492 West Allis, WI 53214
493 Attn: City Attorney

494

495 To Developer: Six Points Square LLC
496 2921 North 70th Street
497 Milwaukee, WI 53210
498 Attn: Jeffrey J. Hook

499

500 With a copy to: Peter J. Faust, Attorney at Law
501 O'Neil, Cannon, Hollman, DeJong, and Laing S.C.
502 111 E. Wisconsin Avenue, Suite 1400
503 Milwaukee, WI 53202
504 Attn: Peter J. Faust

505

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

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

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

514 **24. Right of Entry.**

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

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

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

543

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

547

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

553 **25. Amendment of Agreement.** This Agreement may be amended, supplemented, or modified
554 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

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

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

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

588 **34. Default Provisions and Remedies.**

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

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

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

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

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

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

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

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

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

623 **40. Confidentiality Agreement.** West Allis acknowledges that certain portions of the materials
624 to be exchanged pursuant to this Agreement contain sensitive and proprietary information relating
625 to the Developer, the Property, and the Project and that disclosure could cause irreparable harm if
626 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:

Title:

Dated: _____

CITY OF WEST ALLIS

By: _____

Dan Devine, Mayor

Dated: _____

By: _____

Rebecca Grill, City Administrator and City Clerk

Dated: _____

Approved as to form this ____ day.
of _____, 2024.

Name:

Title:

SIX POINTS SQUARE LLC

By: _____
Jeffrey J. Hook, Manager

Dated:

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.

CJ
engineering
 civil design and consulting
 9205 W. Center Street
 Suite 214
 Milwaukee, WI 53222
 PH. (414) 443-1312
 www.cj-engineering.com



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"

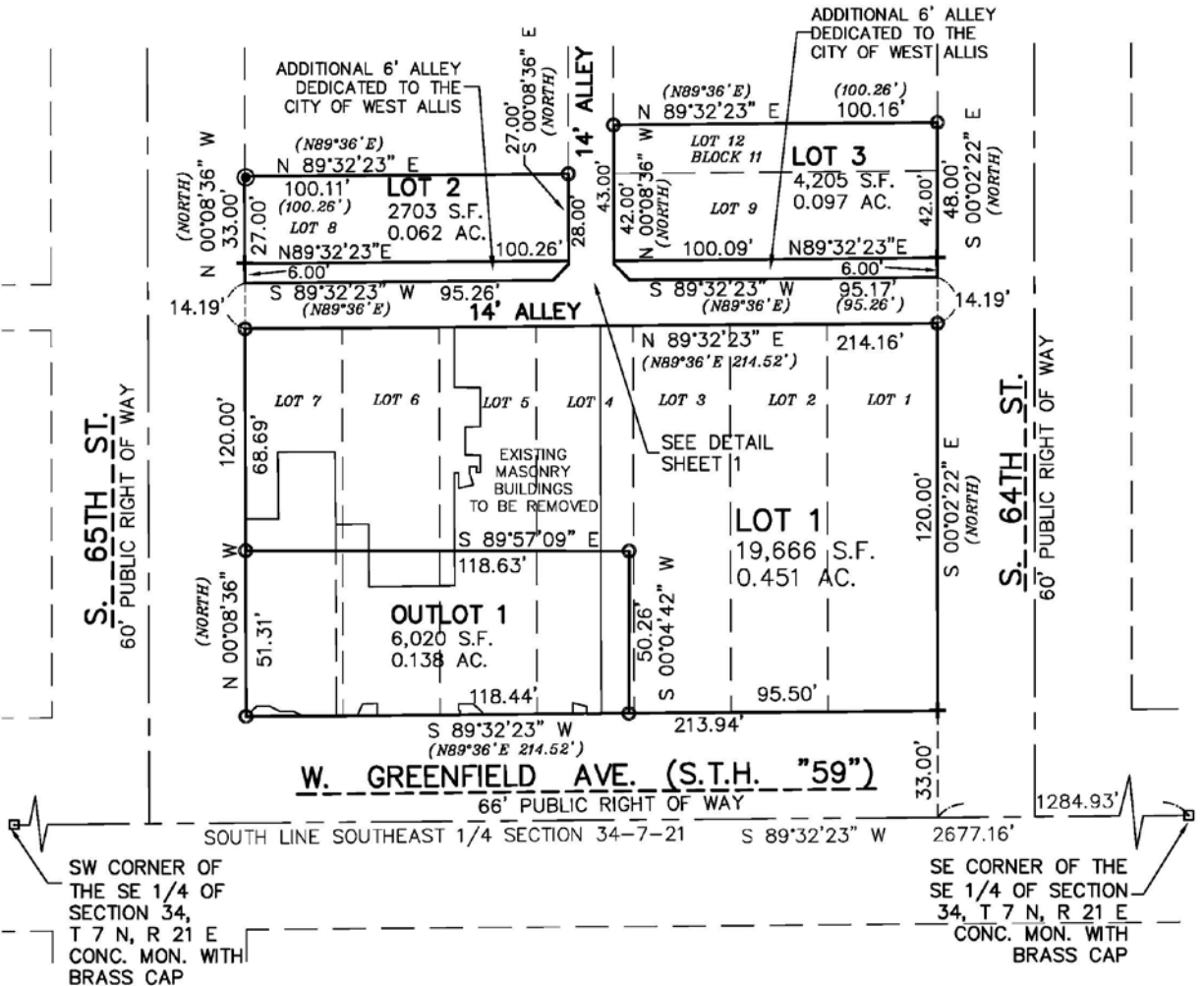
+ SET CROSS

○ 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 214.52') DENOTES RECORDED AS BEARINGS AND DISTANCES

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



Tax Increment District # 20: Parcel Map



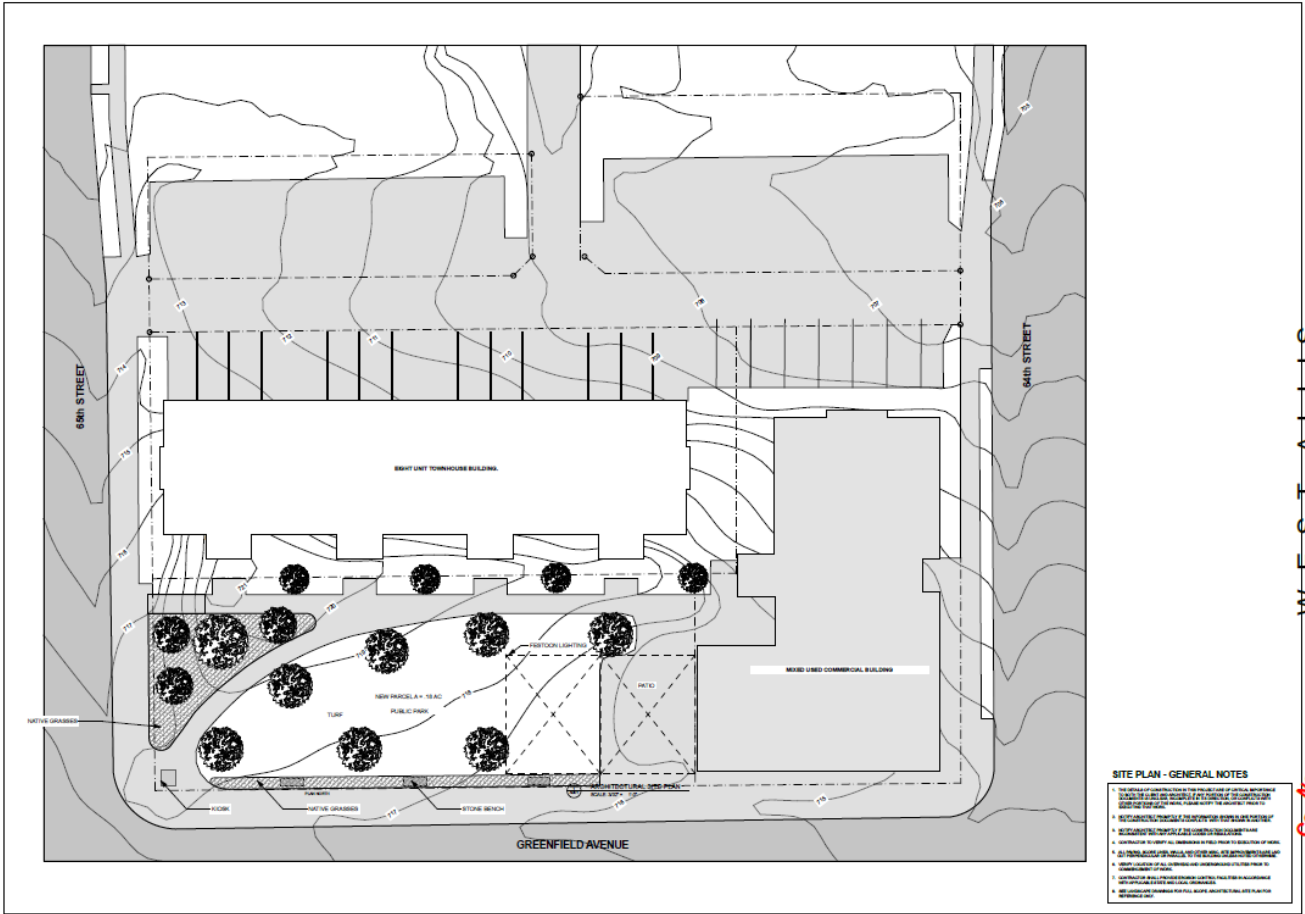
Parcel Map

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



EXHIBIT B – PROJECT





- SITE PLAN - GENERAL NOTES**
1. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.
 5. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.
 6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.
 7. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.
 8. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ALLIS AND THE STATE OF WISCONSIN.



Exhibit C - Warranty Deed Form

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS and the City of West Allis, (the “Grantors”), and SIX POINTS SQUARE LLC, a Wisconsin Limited Liability company, (the “Grantee”).

Grantors, 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”):

See Exhibit A Legal Descriptions of land to JJH#GROUP LLC,

.

Recording Area

Name and Return Address

Parcel Identification Number:

See attached Exhibits A.

This is not homestead property.

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

This Warranty Deed is dated as of _____, 2024.

[SIGNATURE PAGE FOLLOWS]

This Instrument Drafted By:
Patrick Schloss, Executive Director

IN WITNESS WHEREOF, said **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** has caused its duly authorized officer to execute and deliver this Warranty Deed as this ____ day of _____, 2024.

GRANTOR

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: _____

Name: Patrick Schloss

Title: Executive Director

GRANTOR

City of West Allis

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: Kail Decker

Title: City Attorney

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2024, the above-named _____ and _____, to me known to be the _____ and _____, respectively, of _____, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name: _____

Notary Public

Milwaukee County, Wisconsin

My Commission expires: _____

EXHIBIT D

Memorandum of Agreements

Document Number _____

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 December, 2024 (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

Parcel Identification Number/Tax Key Number

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: _____
Name: _____
Its: _____

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this _____ day of _____, 2024, _____, the _____ 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.

_____ (SEAL)
(_____)
Notary Public, State of Wisconsin
My Commission Expires: _____

SIX POINTS SQUARE LLC

By: _____

Jeffrey J. Hook, Manager

Dated: _____

State of Wisconsin)
) ss
Milwaukee County)

Personally, came before me this _____ day of _____, 2024, the above-named Jeffrey J. Hook, Manager of Six Points Square LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

_____(SEAL)
()
Notary Public, State of Wisconsin
My Commission Expires: _____

CITY OF WEST ALLIS

By: _____
 Dan Devine, Mayor

By: _____
 Rebecca Grill, City Clerk

State of Wisconsin)
) ss
 Milwaukee County)

Personally, came before me this ____ day of _____, 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)
 ()
 Notary Public, State of Wisconsin
 My Commission Expires: _____

State of Wisconsin)
) ss
 Milwaukee County)

Personally, came before me this ____ day of _____, 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)
()
Notary Public, State of Wisconsin
My Commission Expires: _____

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 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]