

DEVELOPMENT AGREEMENT
92 and Greenfield Avenue

THIS DEVELOPMENT AGREEMENT (this "Agreement"), made and entered into as of the 19th day of November, 2025, 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"), the City of West Allis, a Wisconsin municipal corporation ("City," and F Street 92, LLC, a Wisconsin limited liability company, its successors and/or assigns ("Developer"). The Authority, the City, and Developer are each referred to herein as a party or together as the "Parties."

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

WHEREAS, on even date hereof, West Allis (being the Authority and City, collectively) closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement.

WHEREAS, the Developer intends to construct two, 21-unit garden-style townhome apartments with 22 covered garages and 22 driveway and 25 surface parking stalls and a 105-unit midrise apartment building with 70 covered underground parking spaces and 63 surface parking spaces. The project is generally consistent with the preliminary site plan and rendering, attached hereto as **Exhibit B** (the "Project Plans") which, subject to Section 1. A below. West Allis agrees that the Project Plans are acceptable in all respects, and satisfy, in West Allis' opinion, the standards set forth in this Development Agreement. The development described above is hereinafter referred to as the "Project" and is located on the southside of the 9200 block of West Greenfield Avenue, between S. 92 St. and S. 93 St. consisting of the former St. Aloysius School and Church campus.

25 **WHEREAS**, the Parties have also entered into a **Development Financing Agreement** (the
26 “Development Financing Agreement”) dated of even date hereof, pursuant to which Development
27 Financing Agreement, West Allis has agreed to provide certain financial incentives and assistance to
28 allow Developer to develop the Project.

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

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

34 **1. AUTHORITY’S and CITY’S OBLIGATIONS.** Developer’s obligations hereunder are expressly
35 contingent upon the completion of the following actions.

36 **A. Zoning and Planning Approvals.** The City shall have issued all required approvals for
37 the Project, which remain subject to final approval of City’s Common Council and
38 City’s Plan Commission.

39 **B. Certified Survey Map.** West Allis shall cause the CSM, as contemplated by the
40 Purchase and Sale Agreement, to be fully executed and recorded to combine the
41 Property and to subdivide the parcels.

42 **C. TID.** Pursuant to Section 66.1105, Wis. Stat., the City has created Tax Increment
43 District No. 21 (the “District”) and approved a project plan for redevelopment within
44 the District.

45 **2. Raze and Remove Structures Work.** West Allis shall be satisfied with the work performed
46 by F- Street 92, LLC under the Raze and Remove Structure Agreement. The Agreement is
47 attached hereto.

48 **3. DEVELOPER'S OBLIGATIONS.** Developer shall be obligated as follows:

49 **A. Environmental Remediation.** Developer shall be responsible for all costs
50 associated with environmental due diligence and remediation of the Property as may
51 be required by the Wisconsin Department of Natural Resources.

52 **B. Raze and Remove Structures Work.** Complete the scope of work outlined in the
53 Raze and Remove Structure Agreement, attached as **Exhibit C – Raze and Remove**
54 **Structure Agreement.**

55 **C. Construction of Project.** Subject to the obligations and contingencies set forth in
56 the Purchase and Sale Agreement, Developer will undertake the following:

57 (1) Commence construction of the Project and substantially complete the
58 Project in accordance with Section 3.D below.

59 (2) The Project shall be landscaped in accordance with landscaping plans
60 approved by the City.

61 **D. Schedule.** Developer shall commence construction of the Project no later than the
62 date referred to in **Exhibit D** of this Agreement (the "Project Schedule") and shall
63 proceed with due diligence to Project Substantial Completion no later than the date
64 referred to in the Project Schedule. Failure of Developer to commence or
65 substantially complete construction as required by the Project Schedule, subject to
66 Force Majeure (as defined below), shall constitute a breach of this Agreement;
67 provided, however, such failure shall not constitute a default if Developer is actively

and continuously pursuing commencement or substantial completion, as applicable, of construction in good faith and with due diligence.

E. Availability of Funds and Approval for Construction. Prior to the execution of this Agreement, and from time to time thereafter, upon reasonable request of the Authority, but not more than once in a 12-month period, Developer shall provide to the Authority evidence satisfactory to the Authority and their financial and/or construction cost consultants, in their 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 3 to the contrary, Section 40 of the Purchase and Sale Agreement shall apply with respect to any materials that Developer determines contain sensitive and proprietary information relating to Developer, the Property, or the Project and that disclosure could cause irreparable harm if such materials were to be made available to the general public. The Parties acknowledge that Developer believes that certain of such foregoing materials are confidential trade secrets of Developer, and falls under the exception identified in Wis. Stat. 19.36(5), or are otherwise materials that can be kept confidential under the Wisconsin Public Records Law. Pursuant to said Section 40, among other things, Developer may instead deliver such materials to Authority's and the City's financial consultant upon receipt of such consultant's agreement to keep such information confidential, to the extent allowed by law, other than with respect to disclosures of the contents thereof to the Authority, and the financial consultant will report to West Allis on the contents thereof.

90 **F. Conveyance.** Prior to issuance of an Occupancy Permit for the Project, Developer
91 shall not sell, transfer or convey the Property to anyone other than an Affiliate (as
92 hereinafter defined), except that Developer may at any time, with or without the
93 Authority's and City's consent: (i) mortgage all or any portion of the Project property
94 as security for the Project's financing (a "Mortgage"); (ii) collaterally assign
95 Developer's interest in this Agreement to Developer's mortgage lender ("Lender") in
96 connection with the Project's financing. For purposes of this Agreement "Affiliate"
97 shall mean an entity controlling, controlled by or in common control with Developer.
98 Nothing herein shall preclude the transfer of a majority membership interest in
99 Developer Lender shall be permitted to foreclose on the Property without Authority's
100 or City's consent.

101 **G. Nondiscrimination.** Developer shall not restrict the use or enjoyment of the Property
102 or the Project of a person because of race, color, national origin, age, sex or disability
103 in the sale, use or occupancy of the Project.

104 **4. DESIGN AND CONSTRUCTION STANDARDS.** The Parties have concluded that the Project
105 will create a quality development that fits the context and vitality of the surrounding
106 neighborhood redevelopment while utilizing contemporary design standards, and that the
107 development is intended to increase the tax base and enhance the neighborhood. Building
108 plans and specifications, including architectural elevations, for the Project, to include
109 construction materials, shall be substantially in conformity with the Project Plans.
110 Notwithstanding anything to the contrary set forth in Sections 5 through 11 below, the
111 construction, design and operation of the Project shall comply in all material respects with
112 the approved Project Plans subject to Developer's ability to make reasonable design and

scope changes as approved by proper authorities within the spirit of the approved Project Plans.

5. LANDSCAPING. Landscaping for the Project shall be substantially in conformity with the landscaping plan approved by the City, such approval not to be unreasonably withheld, conditioned or delayed

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. 19.13 of the West Allis Municipal Code.

B. 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 accordance with the requirements of the City Code.

6. SITE STANDARDS AND IMPROVEMENTS. Unless otherwise approved by the City's Plan Commission, including with respect to the approved Project Plans, all buildings and other site improvements (collectively "Improvements") to be constructed under this Agreement shall comply with the following minimum standards:

A. Plan Review. To the extent not approved as part of the Project Plans, improvements shall be designed by a licensed architect or engineer. Building Improvements are subject to architectural review and approval by City's Plan Commission as provided herein.

B. Parking. Any surface parking shall be distributed throughout the Property in a manner that no more than 30% of total surface parking should be located on any side facing a street. Landscaping shall be used to define parking areas; primary vehicle drives and pedestrian areas in an aesthetically and environmentally pleasing

manner. The Plan Commission hereby approves the parking plan and associated landscaping as depicted on the parking plans and landscaping plans submitted to the Plan Commission

7. **REFUSE.** Trash containers for the Project buildings shall be located within designated areas highlighted on the Project Plan or contained within any of the following: individual unit garages or placed along the garage or parking slab but with proper screening or in an enclosed refuse enclosure. Any permanent trash containers located outdoors and above ground, including dumpsters, must be enclosed by a wall that matches the character of the building facade and provides a suitable visual screen. Such wall shall be of sufficient height to cover the material stored and shall be maintained so as to always present an aesthetically appealing appearance. All permanent, outdoor trash enclosures are to be permitted inside and rear yards only.

8. **UTILITIES AND SITE LIGHTING.** All new utility lines on the Property shall be installed underground in easements provided, therefore. No new overhead electric power, telephone or cable service will be permitted. Existing overhead wires may remain in place. Parking and roadway lighting (fixture, height, type and intensity) where provided shall be approved by the City Full cut off fixtures shall be utilized to prevent light-spray onto surrounding properties.

9. **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.

157 **B.** Pedestrian linkages and crossing access are encouraged between existing
158 neighborhoods and the proposed development area to promote walkability, traffic
159 safety, and reduction of the number of new driveways on major street arterials.

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

161 **10. ACCESSORY STRUCTURES.** The location, size and design compatibility of all permitted
162 Accessory Structures (defined below) in the Project shall be approved by the City's Plan
163 Commission pursuant to this Agreement before construction of such accessory structure.
164 As used in this Agreement, the term "Accessory Structure" includes, but is not limited to,
165 garages, maintenance buildings and the following structures (if such structures are to be
166 located within the required setbacks): ground-mounted telephone and electrical
167 transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar
168 structures. Issuance of a building permit by the City and Plan Commission approval shall
169 constitute conclusive evidence that the City has approved all Accessory Structures.

170 **11. SIGNAGE.** Signage placement shall be considered in the building and site design. A
171 complete signage package, indicating design, materials size, location, and illumination,
172 shall be submitted to City's Planning Division for approval.

173 **12. CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to the
174 contrary, construction of the Project in accordance with the final plans and specifications
175 approved by the City's Plan Commission shall conclusively evidence compliance with this
176 Agreement. Following completion of construction of the Project in accordance with such
177 final approved plans and issuance of an occupancy permit by the City of West Allis, at the
178 written request of Developer, the City and Authority shall execute and deliver to Developer a
179 Certificate of Completion in substantially the form attached hereto as **Exhibit E – Certificate**

180 **of Completion** confirming that the Project is acceptable to the City and Authority in all
181 respects and satisfies, in the Authority's and City's opinion, the standards set forth in this
182 Agreement (the "Certificate of Completion"). The Certificate of Completion shall constitute
183 a conclusive determination of satisfaction and termination of Developer's covenants and
184 agreements set forth in this Agreement, including, without limitation, any provision related
185 to (a) the obligation of Developer to complete the Project, and (b) the required date for
186 completion of the Project; provided, however, that Developer's obligations pursuant to
187 Sections 3.G, 5.B, 13.A, and 13.C shall continue in effect until otherwise satisfied as set forth
188 in this Agreement.

189 **13. MAINTENANCE RESPONSIBILITIES.**

190 **A.** Developer shall keep the Property in a well-maintained, safe, clean, and attractive
191 condition at all times. Such maintenance includes, but is not limited to, the
192 following:

- 193 (1) The removal of all litter, trash, refuse, and waste.
- 194 (2) The mowing of all lawn areas should be conducted in accordance with
195 municipal code.
- 196 (3) The maintenance of lawn and landscape areas in a weed-free, healthy and
197 attractive condition.
- 198 (4) The care and pruning of trees and shrubbery outside of easements within
199 Property boundaries.
- 200 (5) The maintenance of exterior lighting, signs, and mechanical facilities in
201 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 rights-of-way abutting the Property are damaged because 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 issued by the City's Code Enforcement Department. The Developer is responsible for any snow removal, grass cutting, weed removal, and fencing the Property. The Developer is responsible to inform engineering of any work in the right-of-way and obtain the necessary permits associated with closing the right-of-way during construction.

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

14. 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 or the City; 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.
- (2) Developer becomes 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 has 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 their appointment.

(7) Developer adopts a plan of complete liquidation of its assets. For avoidance of doubt, nothing herein shall prohibit Developer from selling Developer's interest in the Project.

After an Event of Default, the City and Authority may exercise its rights and remedies under law or in equity. This Section 14.A shall be subject to the terms and conditions of Section 14.B.

B. Failure to Commence or Substantially Complete Construction. So long as the City and Authority are in compliance with all of its obligations under the Purchase and Sale Agreement, this Agreement, and the Development Financing Agreement, and provided all conditions precedent to Developer's obligations hereunder and under the Development Financing Agreement have been satisfied and/or occurred in the event Developer does not commence construction of the Project pursuant to the Project Schedule, subject to Force Majeure, and such failure remains uncured thirty (30) days following written notice from the Authority or the City to Developer (provided, however, if commencement of construction of the Project is not reasonably susceptible of cure within such thirty (30) day period, then Developer shall have such additional period of time to cure as long as the Developer is diligently pursuing the commencement of construction of the Project to completion) Authority or the City may, but shall not be required to, purchase the Property for the price paid to Authority by the Developer, as its sole remedy, by giving at least thirty (30) days' prior written notice to Developer of its intention to repurchase, in which case the City

or the Authority, at the City's election will take title. If commencement of construction of the Project has occurred, but Developer does not substantially complete construction of the Project pursuant to the Project Schedule, subject to Force Majeure, and such failure remains uncured thirty (30) days following written notice from the Authority or the City to Developer (provided, however, if substantial completion of construction of the Project is not reasonably susceptible of cure within such thirty (30) day period, then Developer shall have such additional period of time to cure as long as the Developer is diligently pursuing the substantial completion of construction of the Project to completion) Authority and the City may charge Developer a fee of \$50.00 per day for each day between the date that substantial completion is required pursuant to the Project Schedule and the date that the Project is substantially complete.

(1) The foregoing right to repurchase shall be subject and subordinate to the lien and rights of any Lender providing financing to the Project and shall automatically terminate upon commencement of construction of the Project.

(2) The term "commence construction" or "commencement of construction," as applicable, as used in this Agreement shall mean the pouring of footings for a building within the Property, provided that if footings are poured prior to Closing, then construction shall be deemed to commence as of Closing. The term "substantial completion" as used in this Agreement shall mean the issuance of an initial occupancy permit for the Project, whether temporary or permanent, subject to punch list items.

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 reasonable attorney's fees.

15. **APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms and conditions of Section 14 (Time of the Essence), Section 20 (No Partnership or Venture), Section 21 (Notices), Section 22 (Further Assurances), Section 23 (Waiver of Terms), Section 25 (Amendment of Agreement), Section 26 (Governing Law and Venue), Section 28 (Execution in Counterparts), Section 29 (Titles and Headings), Section 31 (Interpretation), Section 32 (Construction), Section 33 (Severability), Section 38 (Binding Effect), and Section 39 (Good Faith) of the Purchase and Sale Agreement shall govern the interpretation and application of this Agreement.

16. ASSIGNMENT. Upon the sale or conveyance of the Project, the Developer may assign its rights and obligations under this Agreement to the purchaser or assignee. The rights and obligations under this Agreement shall run with the land and shall bind and inure to the benefit of the owner of the Property.

17. **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.

18. INTEGRATED AGREEMENT. This Agreement, including the schedules and Exhibits annexed hereto, the Development Financing Agreement, and the Purchase and Sale Agreement 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.

19. 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, pandemics, national epidemics, wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods, legally required environmental remedial actions, shortage of materials, 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 caused by such Force Majeure.

(SIGNATURE PAGES FOLLOW)

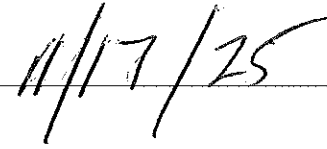
IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

AUTHORITY: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

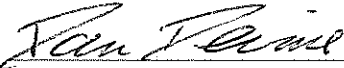
By: 

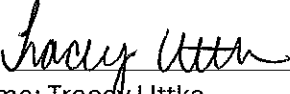
Name: Patrick M. Schloss

Title: Executive Director

Dated: 

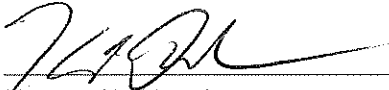
CITY OF WEST ALLIS

By: 
Name: Dan Devine
Title: Mayor

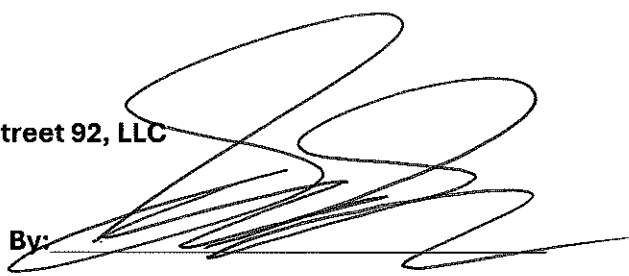
By: 
Name: Tracey Uttke
Title: City Clerk

Dated: 11/17/25

Approved as to form this 17th day
of November, 2025.


Name: Kail Decker
Title: City Attorney

DEVELOPER: F Street 92, LLC

By: 

By: Scott Lurie, Manager

Dated: November 17, 2025

Development Agreement List of Exhibits

Exhibit A	Property
Exhibit B	Project Plans
Exhibit C	Raze and Remove Structure Agreement
Exhibit D	Project Schedule
Exhibit E	Certificate of Completion

EXHIBIT A

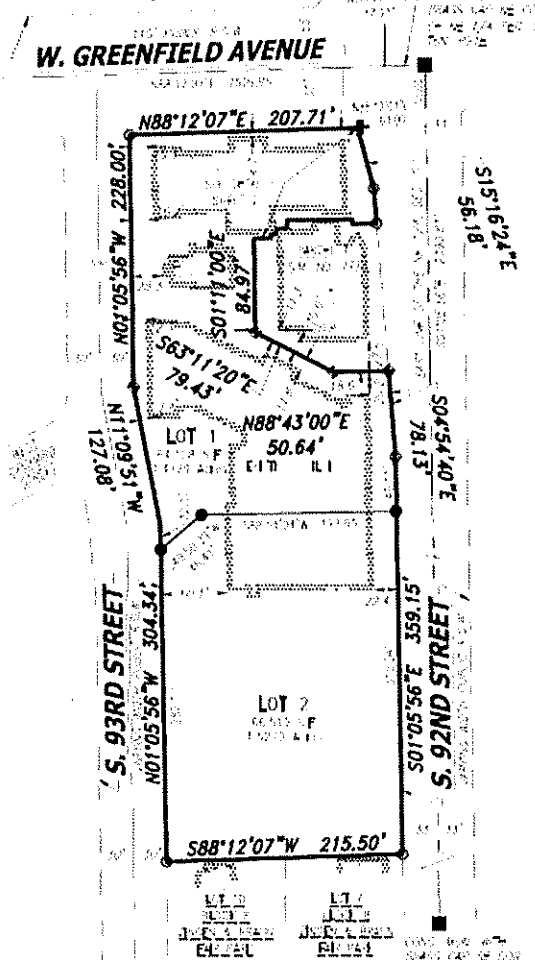
Property

CERTIFIED SURVEY MAP NO. _____

A redivision of Parcel 2 of Certified Survey Map No. 7778, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on July 3, 2006, as Document No. 09262783 all in the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Owner : F Street 92, LLC Tax Key : 450-0502-000
Nick Jung Zoning: RC Residential District
1134 N 9th St #200
Milwaukee, WI 53233

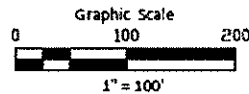
LEGEND:
○ - Denotes Found 1" Iron Pipe
● - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
+ - Denotes Found Cross
✦ - Denotes Found Mag Nail



VICINITY MAP



All bearings are referenced to the Wisconsin State Plane Coordinate System, South-zone in which the East line of the NE 1/4, Sec. 5 bears S01°05'56\"/>



CHAPUT
LAND SURVEYS

274 W. Lincoln Street
Milwaukee, WI 53204
414-224-3000
www.chaputlandsurvey.com

This instrument was drafted by Jesse Zoltowski
Professional Land Surveyor S-3094

Date: June 30, 2025
Revised: August 8, 2025
Survey No. 6454.00-lpm
Sheet 1 of 7 Sheets

EXHIBIT B

Project Plans



Exhibit B

EXHIBIT C

Agreement to Raze and Remove Structures

[[See Attached.]]

Exhibit C

EXHIBIT D

Project Schedule

Item	Description	Date	Entity
1	Closing	As defined in the Purchase and Sale Agreement	AUTHORITY/DEVELOPER
2	Commence Construction	Within 45 days following Closing	DEVELOPER
3	Project Substantial Completion	24 months following the later of (a) Closing and (b) commencement of construction, subject to Force Majeure	DEVELOPER
4	Final Request for Certification of Completion	60 days following construction completion	DEVELOPER
5	Completion of Public Space	120 days following construction completion	DEVELOPER

Exhibit D

EXHIBIT E
CERTIFICATE OF COMPLETION

[[See Attached.]]

Exhibit E

**CERTIFICATE
OF COMPLETION**

Document Number

Document Title

**CERTIFICATE
OF COMPLETION**

F STREET 92 LLC

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Property Address

Developer:

F Street 92, LLC

, a Wisconsin limited liability company

Memorandum of

Development Agreement:

Memorandum of Development Agreement dated as of _____, 2025, as amended or modified, recorded on _____, 2025, 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") and the City of West Allis a Wisconsin municipal corporation ("City") 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 _____, 2025, which is evidenced by that certain Memorandum of Agreements recorded on _____, 2025, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____ (the "Memorandum").

Construction was deemed by Authority and the City to be timely completed.

THIS CERTIFICATE, when signed by the Authority and City, this 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 3.G, 5.B, 13.A, and 13.C 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 _____, 2025.

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

Name: Patick Schloss
Title: Executive Director

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, _____,
_____ 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
_____, 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:

CITY OF WEST ALLIS

Name: Dan Devine
Title: Mayor

Name: Tracey Uttke
Title: City Clerk

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, _____, Dan Devine, the Mayor of the City of West Allis, and Tracey Uttke, the City Clerk 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 Mayor and City Clerk and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of West Allis by its authority.

(SEAL)

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