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## Reciprocal Easement and Operating Agreement

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## RECIPROCAL EASEMENT AND OPERATING AGREEMENT

**THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT** (this "Agreement") is made and entered into as of the 23 day of December, 2021 (the "Effective Date"), by and between the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (the "Authority"), the **CITY OF WEST ALLIS, WISCONSIN** ("City"), **SONA LOFTS LLC**, a Wisconsin limited liability company ("SoNa Lofts"); **MAKERS ROW I LLC**, a Wisconsin limited liability company ("Makers Row I"); and **MAKERS ROW II LLC**, a Wisconsin limited liability company ("Makers Row II").

### W I T N E S S E T H :

**WHEREAS**, the Authority is the owner of certain real property in the City of West Allis, Wisconsin identified as Lot 1 of Certified Survey Map No. 9370 ("Lot 1"), recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Recording Office"), on December 2, 2021, as Document No. 11193094 (the "CSM"), Lot 3 of the CSM ("Lot 3"), and Lot 4 of the CSM ("Lot 4");

**WHEREAS**, on the date hereof, SoNa Lofts purchased from the Authority that certain real property in the City of West Allis, Wisconsin identified as Lot 2 of the CSM ("Lot 2") pursuant to a Purchase and Sale Agreement (Sona Lofts) dated December \_\_\_, 2021;

**WHEREAS**, Lot 1, Lot 2, Lot 3 and Lot 4 (each a "Lot," and collectively, the "Total Tract") are contiguous and adjacent to each other as shown on the site plan attached hereto and made a part hereof as **Exhibit A** (the "Site Plan");

**WHEREAS**, the Authority and Makers Row I (as assignee of Mandel Development, Inc.), are parties to a Staging and Grading Temporary Easement Agreement dated October 25, 2021 (as amended, the "Staging and Grading Easement"), pursuant to which the Authority has agreed to allow Makers Row I to perform grading work on the Total Tract and to undertake construction of the Initial Shared Infrastructure (as defined below);

**WHEREAS**, Makers Row I intends to acquire Lot 1 from the Authority, and Makers Row II intends to acquire Lot 3 from the Authority;

**WHEREAS**, the Authority intends to retain ownership of Lot 4 during the initial development of the other Lots; and

**WHEREAS**, the Authority and SoNa Lofts (together, the "Parties") desire that all of the Lots be developed and operated in harmony with each other and, in connection therewith, desire to establish certain easements, covenants and agreements applicable to the Total Tract and that will be binding on all future owners of the Lots.

**NOW, THEREFORE**, the Parties hereby declare that the Total Tract shall be transferred, held, sold, conveyed and accepted subject to this Agreement. The Parties hereby further declare that the following covenants, restrictions, conditions, burdens, uses, privileges, charges and liens shall (i) exist at all times hereafter amongst all parties having or acquiring any right, title or interest in any portion of the Total Tract, (ii) be binding upon each owner of the Total Tract and inure to the benefit of each owner of the Total Tract, and (iii) run with the land subjected to this Agreement, to be held, sold and conveyed subject thereto.

## ARTICLE 1

### DEFINITIONS

1.1 **Access Easement Area.** “Access Easement Area” shall mean that portion of the Total Tract depicted and described on **Exhibit B** attached hereto.

1.2 **Access Easement Infrastructure.** “Access Easement Infrastructure” shall mean all improvements located within the Access Easement Area which benefit the Total Tract, including, without limitation, driveways, paved areas, sidewalks, parking spaces, curbs and gutters, landscaping, lighting and power facilities, Water Utilities, directional and street signage, bike parking facilities and any associated improvements or infrastructure.

1.3 **Approved Development Plans.** “Approved Development Plans” shall mean building and site design and engineering plans depicting the intended improvements located on any Lot that have been submitted to the City of West Allis for review and approval, and for which the City has granted zoning and design approval. Approved Development Plans specifically exclude detailed construction plans, specifications and related documentation necessary for purposes of applying for a building permit to construct such improvements.

1.4 **Building.** “Building” shall mean any enclosed structure placed, constructed or located within the Total Tract, which for the purpose of this Agreement shall include any appurtenant canopies, supports, loading docks, ramps and other outward extensions.

1.5 **Claims.** “Claims” shall mean claims, losses, liabilities, actions, proceedings, costs and expenses (including reasonable attorneys’ fees and costs of suit).

1.6 **Drainage Facilities.** “Drainage Facilities” shall mean those certain aspects of the stormwater management system consisting of grading contours and related landscape treatments which collect, filter, and control the rate of discharge of stormwater volume from the Total Tract.

1.7 **Easement Area.** “Easement Area” shall mean, collectively, the Access Easement Area, the Parking Easement Area, the Stormwater Easement Area and the Water Easement Area.

1.8 **Employee Directed Parking.** “Employee Directed Parking” shall mean those Parking Spaces within the Parking Easement Area that may be used by employees of the owners and tenants of Lot 1, Lot 3 and Lot 4, as depicted in **Exhibit D** attached hereto and made a part hereof.

1.9 **Excluded Increases.** “Excluded Increases” shall mean increases to the Budget attributable to (a) snow removal; and (b) work on the Shared Infrastructure required by Laws or necessary to protect the safety and welfare of the Owners, Permittees or the public.

1.10 **Indemnify.** “Indemnify” shall mean indemnify, protect, hold harmless and defend with counsel designated by the insurer charged with the obligation to defend (or if no insurer is involved, with counsel reasonably acceptable to the Person being defended).

1.11 **Initial Infrastructure Costs.** “Initial Infrastructure Costs” shall mean the actual costs incurred by Makers Row I to complete the Initial Shared Infrastructure pursuant to the Initial Infrastructure Contract (the “Base Infrastructure Costs”) plus the contingency set forth in Section 2.3 below (the “Infrastructure Cost Contingency”).

1.12 **Initial Shared Infrastructure.** “Initial Shared Infrastructure” shall mean the grading and site preparation work and the installation and construction of the Shared Infrastructure to be performed by Walbec Group, Inc., pursuant to that certain Construction Contract dated October 19, 2021, by and between Walbec Group, Inc., and Makers Row I (the “Initial Infrastructure Contract”).

1.13 **Interest Rate.** “Interest Rate” shall mean the lesser of (i) three percent (3%) per annum plus the prime rate of interest from time to time charged by U.S. Bank National Association (or if U.S. Bank National Association ever ceases to exist, the prime rate of the bank with the most assets then doing business in the State of Wisconsin) or (ii) the highest rate permitted by law to be paid on such type of obligation.

1.14 **Laws.** “Laws” shall mean and include all laws, rules, regulations, orders, ordinances, statutes and other requirements of all federal, state, county and municipal authorities having jurisdiction over the Total Tract, including, without limitation, the Development Agreement dated on or about the Effective Date and recorded in the Recording Office against Lot 2.

1.15 **Lender.** “Lender” shall mean any Person providing mortgage financing to any Owner and secured by a security interest on a Lot.

1.16 **Lighting Facilities.** “Lighting Facilities” shall mean the street light and pedestrian light fixtures located within the Access Easement Area, together with all transformers, service pedestals, switchgear and metering equipment, convenience power outlets and connecting wiring associated with such lights and fixtures.

1.17 **Manager.** “Manager” shall mean the Person responsible for the construction, maintenance, repair and operation of the Shared Infrastructure pursuant to the terms of this Agreement. Following the completion of the Initial Shared Infrastructure, the Manager shall be an Owner.

1.18 **MGI Development Costs.** “MGI Development Costs” shall mean out-of-pocket engineering and site development costs in the amount of \$161,025 incurred by Mandel Group, Inc., a Wisconsin corporation (“MGI”) prior to the Effective Date, to support the site analysis, engineering, stormwater analysis, geotechnical and environmental management, and surveying of the Total Tract.

1.19 **Occupant.** “Occupant” shall mean any Person from time to time entitled to the use and occupancy of any portion of the Total Tract under an ownership right or any lease, sublease, license, concession or other similar agreement.

1.20 **Owner.** “Owner” shall mean the Person(s) who hold(s) the fee simple record title to a Lot.

1.21 **Parking Permit.** “Parking Permit” shall mean rights granted to certain users of the Parking Easement Area allowing for the extended use of certain Parking Space(s) beyond the time limits as posted and referenced in the Rules and Regulations

1.22 **Parking Regulations.** “Parking Regulations” shall mean those portions of the Rules and Regulations that control the time and duration of use of the Parking Spaces, including limitations on the use of Parking Permits to certain areas of the Parking Easement Area.

1.23 **Parking Easement Area.** “Parking Easement Area” shall mean those areas of the Total Tract depicted on **Exhibit D** attached hereto.



1.24 **Parking Space.** “Parking Space” shall mean a delineated area as shown on **Exhibit D** attached hereto intended solely for the purpose of parking an individual personal automobile within the Parking Easement Area in accordance with the Rules and Regulations.

1.25 **Permittee.** “Permittee” shall mean all Owners, Occupants, their employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants, and concessionaires and any other person who from time to time is permitted to use the Shared Infrastructure in accordance with this Agreement, subject to the Rules & Regulations as maintained from time to time by the Owners.

1.26 **Person.** “Person” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

1.27 **Public Parking Spaces.** “Public Parking Spaces” shall mean those Parking Spaces identified on **Exhibit D** attached hereto as intended to be used by the general public for short-term convenience parking and restricted from use by the holder of a Parking Permit issued by any Owner.

1.28 **Resident Exclusive Parking.** “Resident Exclusive Parking” shall mean that portion of Lot 2 that is depicted on **Exhibit D** attached hereto and that is reserved exclusively for the use of the Owner of Lot 2 and its Permittees.

1.29 **Resident Visitor Parking.** “Resident Visitor Parking” shall mean that portion of the Easement Area depicted on **Exhibit D** attached hereto to which visitors and guests of the residents of Lot 2 shall be directed for parking.

1.30 **Rules and Regulations.** “Rules and Regulations” shall mean those operating standards as adopted from time to time by the Owners to guide the orderly use, maintenance and operation of the Easement Area Improvements.

1.31 **Shared Infrastructure.** “Shared Infrastructure” shall mean, collectively, the Access Easement Infrastructure, the Stormwater Facilities, and the Water Utilities.

1.32 **Shared Infrastructure Plans.** “Shared Infrastructure Plans” shall mean the plans more particularly described in **Exhibit C** attached hereto and made a part hereof.

1.33 **Shared Parking Pool.** “Shared Parking Pool” shall mean that portion of the Easement Area depicted on **Exhibit D** in which multiple overlapping Parking Regulations shall exist in order to serve the needs of multiple types of users throughout the day and throughout the week.

1.34 **Stormwater Easement Area.** “Stormwater Easement Area” shall mean that portion of the Total Tract depicted and described on **Exhibit E** attached hereto.

1.35 **Stormwater Facilities.** “Stormwater Facilities” shall mean the pipes, structures, facilities and equipment installed on the Total Tract, including the Drainage Facilities, for the purpose of collecting and conveying stormwater runoff in an orderly fashion across and through the Total Tract and for the purpose of connecting Drainage Facilities to points of discharge into municipal sewer facilities.

1.36 **Title Company.** “Title Company” shall mean First American Title Insurance Company or such other title insurance company insures title to the Lots from time to time.

1.37 **Water Easement Area.** “Water Easement Area” shall mean that portion of the Total Tract depicted and described on **Exhibit F** attached hereto.

1.38 **Water Facilities.** “Water Facilities” shall mean the pipes, structures and equipment installed on the Entire Tract for the purpose of providing municipal water service connected to fire hydrants, irrigation systems and other devices for water and fire protection services for the Access Easement Area.

**ARTICLE 2**

**INITIAL SITE IMPROVEMENTS AND DEVELOPMENT COSTS**

2.1 **Appointment of Manager for Construction.** The Owners hereby appoint Makers Row I as the initial Manager for the purpose of completing the Initial Shared Infrastructure.

2.2 **Duties of Manager During Construction of Initial Shared Infrastructure.** Manager shall retain a qualified general contractor (the “General Contractor”) to construct the Initial Shared Infrastructure. Manager shall manage and oversee the day-to-day activity of the General Contractor and subcontractors engaged to build the Initial Shared Infrastructure to ensure that such work is completed in conformance with the Shared Infrastructure Plans (other than minor modifications required due to conditions encountered in the field), that the work is completed on a timely basis and to acceptable levels of quality and completeness, and that the contractors engaged have provided final lien waivers for all of the work and such lien waivers have been recorded for the benefit of all Lots by the Title Company. Manager shall require General Contractor to secure all necessary permits for the progression of work and maintain good communication with municipal inspection and zoning compliance representatives who will be inspecting the work for conformity with approved plans. The standard of practice exercised by Manager shall be commensurate with that exercised on commercial real estate projects of similar scale and complexity.

2.3 **Allocation of Initial Infrastructure Costs and MGI Development Costs.** SoNa Lofts, Makers Row I, Makers Row II and the Authority shall each be responsible for paying the portions of the Initial Infrastructure Costs and MGI Development Costs set forth below:

	<b>Total</b>	<b>Base Infrastructure Costs</b>	<b>Infrastructure Cost Contingency</b>	<b>MGI Development Costs</b>
Makers Row I (Lot 1)	\$403,524	\$353,637	\$17,682	\$32,205
SoNa Lofts (Lot 2)	\$868,305	\$765,614	\$38,281	\$64,410
Makers Row II (Lot 3)	\$367,318	\$319,155	\$15,958	\$32,205
Authority (Lot 4)	\$415,091	\$364,653	\$18,233	\$32,205

In the event the total Initial Infrastructure Costs exceed the amounts set forth above, each Owner agrees to fund its proportionate share of the cost exceedance up to ten percent (10%) of the sum of the Base Infrastructure Costs and the Infrastructure Cost Contingency amounts allocated to each Owner above. Thereafter, to the extent additional Initial Infrastructure Costs are incurred by Manager, then Manager shall be solely responsible for funding such overages or, in the event costs are less than the total of Base Infrastructure Costs and Infrastructure Cost Contingency, then Manager shall retain and such savings in lieu of charging any fee for oversight of the work and agreement to cover certain cost overruns.

2.4 **Payment of Initial Infrastructure Costs.** Whenever Manager desires to collect money from the Owners to pay Initial Infrastructure Costs pursuant to this Agreement, Manager shall submit to the Owners a signed request for payment (each, a “Draw Request”) in form and substance reasonably acceptable to each Owner, with a copy to the Title Company, at least ten (10) business days prior to the requested payment date. Each Draw Request shall be accompanied by the following:

(A) An application for advance on an AIA Form G702 or equivalent signed by Manager and in form and detail reasonably satisfactory to each Owner and the Title Company, including an itemized list of the type of work, original estimated cost to complete such work, the amount previously disbursed for such work, if any, the amount requested to be disbursed under the draw request and the estimated cost of completing such work. Such request shall be accompanied by a completed Application and Certificate for Payment signed by the General Contractor. Such certificate shall also be signed by the civil engineer responsible to observe the work and certify pay requests for construction of the Initial Shared Infrastructure, if applicable, stating that each such General Contractor has satisfactorily completed the work for which payment is requested in such Draw Request. Such certificate shall be on the form required by Lender and the Title Company.

(B) Such other supporting written evidence as reasonably requested by an Owner, establishing that each of the contractors which are to be paid by General Contractor out of the advance have, in fact, been paid the amounts payable to them out of all prior advances. As a condition to the final advance for the Initial Site Infrastructure, each Owner must be furnished with written evidence acceptable to such Owner in its reasonable discretion that all Contractors performing work on or supplying materials for the Initial Site Infrastructure have been fully paid or will be fully paid out of the final advance.

(C) A waiver of construction liens, materialmen’s liens or both executed by the General Contractor for the current advance and each Contractor paid out of the proceeds of the immediately preceding advance. Each waiver shall be in the form required by the Title Company and shall cover all claims for work done and materials supplied through the immediately preceding advance for all contractors other than the General Contractor and through and including the current advance for General Contractor. Waivers shall be submitted in each case unless the Title Company determines that the claims for which payment is to be made could not result in construction liens. All payments to contractors are to be made on the written order of General Contractor.

(D) Such other supporting evidence as may be reasonably requested by the Title Company or a Lender to establish the value of the improvements for which payment is to be and has been made, and that the work and materials shall be free from all possible construction lien claims.

Manager will act as a fiduciary on behalf of all Owners and be responsible for the receipt, disbursement, proper allocation pursuant to this Agreement and reconciliation of all funds contributed for purposes of constructing the Initial Shared Infrastructure Improvements. Manager will apply funds paid by the Owners pursuant to this Article 2 solely for the purposes of funding the Initial Infrastructure Costs and reimbursing the MGI Development Costs.

**ARTICLE 3**  
**EASEMENTS**

**3.1 Ingress and Egress.**

(A) The Owners hereby reserve and declare, for the benefit of each Lot, for use by the Owners, their Permittees and members of the public, in common with others entitled to use the same, a perpetual, nonexclusive easement for the passage of vehicles over and across the paved roadways and driveways within the Access Easement Area.

(B) The Owners hereby reserve and declare, for the benefit of each Lot, for use by the Owners, their Permittees and members of the public, in common with others entitled to use the same, a perpetual, nonexclusive easement for the passage and accommodation of pedestrians over and across the sidewalks and paved pathways within the Access Easement Area.

(C) Notwithstanding anything to the contrary in this Article 3, all roadways, driveways, Parking Spaces, sidewalks, pathways and other improvements located on any portion of a Lot that is outside of the Access Easement Area shall be reserved for the exclusive use of the Owner of such Lot and shall not be subject to any of the easements contained in this Agreement.

**3.2 Water Facilities; Private Utilities.**

(A) Water Facilities will be constructed on the Water Easement Area to provide fire protection coverage for certain Lots, as depicted on **Exhibit F**. The Owners hereby reserve and declare, for the benefit of each Lot, nonexclusive perpetual easements in, to, over, under, along and across the Water Easement Area for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of Water Facilities.

(B) No Lot Owner shall in any way block or modify any Water Facilities related to fire protection services. If any of the Buildings to be developed on Lots 1, 3 or 4 require the installation of additional Water Facilities, the Owners hereby agree to grant additional reasonable Water Easement Areas to accommodate such improvements, in which event this Agreement will be amended to reflect such new easements on **Exhibit F**. All water utility connections to Buildings on the Lots shall be made by separate water service laterals, which laterals shall not be part of the Water Facilities.

(C) Each Lot is responsible for making arrangements for electric, gas, data, telephone, television, and other private utility services (the "**Private Utilities**"). Private Utility services shall be installed underground in all instances and devices associated with Private Utilities, including transformers, switchgear and cabling boxes, splicing pedestals, regulators and similar above ground equipment shall be permitted within the Easement Area on each Lot but shall be kept free and clear of sidewalks, drives and Parking Spaces. Private Utilities will be designed, engineered and installed to have the least possible visual impact on the Easement Area and placed in as close of proximity to constructed buildings as reasonable possible, in accordance with any design requirements of Private Utility service providers.

**3.3 Stormwater Easement.**

(A) The Owners hereby reserve and declare, for the benefit of each Lot, a nonexclusive perpetual easement in, to, over, under, along and across the Stormwater Easement Area for the

installation and use of the Stormwater Facilities and to permit the natural drainage, passage and flow of stormwater from each of the Lots into the Stormwater Facilities.

(B) No Lot Owner shall in any way inhibit the flow of stormwater runoff collected and conveyed by the Stormwater Facilities nor block, modify or otherwise alter the Stormwater Facilities located on any Lot. Each Owner shall connect the stormwater drainage pipe(s) from its Lot at the location shown on the attached **Exhibit E**, and otherwise ensure that final engineering plans for the Building(s) and improvements of each Lot conform to the catchment and drainage methodology as contained in the comprehensive stormwater management plan as approved by the City of West Allis.

(C) Drainage Facilities located on any Lot shall not be modified in any way by any Lot Owner that would result in operational results that are materially different from those as contained in the comprehensive stormwater management plan as approved by the City of West Allis.

#### **ARTICLE 4**

##### **MODIFICATIONS TO EASEMENT AREA INFRASTRUCTURE**

4.1 **Approval of Initial Plans.** Each Owner shall have the right to submit and seek approval for improvements on their respective Lot(s), so long as such improvements do not encroach upon the Access Easement Area or impair the integrity, operation or performance of any of the Shared Infrastructure. The plans attached hereto as **Exhibit H** are deemed Approved Development Plans, inclusive of those automobile and pedestrian connections to the Access Easement Infrastructure.

4.2 **Alterations and Modifications to Shared Infrastructure.** In the event an Owner's Approved Development Plans require any modification to the Shared Infrastructure, that Owner shall seek the approval of all other Owners to make the requested modifications, and in such a case, the requesting Owner shall post a cash deposit with the Manager in the full amount of the cost of the work. Manager shall provide documented receipt of such funds and, upon the making of any modifications or alterations shall disburse such funds upon receipt of the Completion Deliverables from the requesting Owner in accordance with Section 2.3 above. In addition, the requesting Owner shall furnish to Manager a certificate of insurance showing that its contractor has obtained insurance coverage reasonably satisfactory to Manager. Upon completion of such work, the requesting Owner shall promptly provide to Manager a copy of an as-built survey, which shall be paid for by the requesting Owner, showing the location of any relocated or modified Shared Infrastructure. The requesting Owner shall cause all work in connection therewith (including general cleanup and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Shared Infrastructure and the other Lots.

#### **ARTICLE 5**

##### **PARKING RIGHTS AND PERMITS**

5.1 **General.** The parking rights granted under this Agreement are limited solely to designated Parking Spaces within the Parking Easement Area. No parking or stopping of vehicles is permitted within the Access Easement Area outside of designated Parking Spaces such that vehicles would not be fully contained within the Parking Easement Area. The use of the Parking Easement Area and the Parking Spaces is at all times subject to the Rules and Regulations which may be modified or amended from time to time as permitted by this Agreement.



5.2 **Grant of Easement for Public Parking.**

(A) The Owners hereby reserve and declare, for the benefit of members of the public, in common with others entitled to use the same, a perpetual, nonexclusive easement for the use of the Public Parking Spaces and the Shared Parking Pool, subject to the terms of this Agreement and the Parking Regulations.

(B) In order to provide for adequate parking facilities to serve the general public the Public Parking Spaces will be operated with shorter term (generally not more than two-hour) regulated durations. The intent of Public Parking Spaces is to serve the customer and visitor parking needs of the non-residential uses located on the Total Tract, and to provide parking opportunities for patrons of the West Allis Farmers Market located immediately east of the Total Tract during normal market days and special events.

5.3 **Use of Shared Parking Pool.** The Owners hereby reserve and declare, for the benefit of each Lot, for use by the Owners and their Permittees, in common with others entitled to use the same, a perpetual, nonexclusive easement for the use of the Shared Parking Pool by holders of Parking Permits pursuant to this Section 5.3.

(A) **Employee Directed Parking.** The Employee Directed Parking is intended to accommodate the employee parking needs of commercial Occupants of Lot 1 and Lot 3. Parking Permits issued to employees of businesses located on Lot 1 and Lot 3 shall apply to each and every day of the calendar year in which such permits are valid. Such Parking Permits will expire on December 31 of each calendar year and be re-certified by the Lot Owners and re-issued by January 1 of the next-occurring year.

(i) The Owner of Lot 1 is hereby allocated up to thirty (30) Parking Permits for the Employee Directed Parking. The Owner of Lot 3 is hereby allocated up to ten (10) Parking Permits for the Employee Directed Parking. The total number of Parking Spaces for which Parking Permits may be used for Employee Directed Parking shall not exceed a total of twenty-five (25) stalls at any particular time. The issuance, control and use of Parking Permits related to Employee Directed Parking shall at all times be subject to the Rules and Regulations.

(ii) Use of Parking Permits within the Employee Directed Parking area is a non-exclusive right for the benefit of the holders of the Parking Permits and not a guaranty of the availability of a Parking Space nor an exclusive right to park. All spaces within the Employee Directed Parking are first come, first served and are further subject to use by members of the public when Parking Spaces are available, in accordance with Section 5.2.

(B) **Resident Visitor Parking.** The Resident Visitor Parking is intended to accommodate extended-duration parking by guests and visitors to the Owner and Occupants of Lot 2. The Owner of Lot 2 shall be allowed to issue up to ten (10) Parking Permits for extended duration parking in Parking Spaces (if available) within the Resident Visitor Parking area. Parking Permits issued for guest and visitor parking shall be for a duration not to exceed five (5) consecutive days, and shall permit 24/7 parking rights in the Resident Visitor Parking area. In the event that all other available parking spaces on Lot 2 are reserved for use by residents of Lot 2, then the Owner of Lot 2 may issue up to five (5) Parking Permits for resident parking within the Resident Visitor Parking area. Parking Permits issued for resident parking shall not be subject to a maximum duration and shall permit 24/7 parking rights in the Resident Visitor Parking area. The issuance, control and use of Parking Permits related to Resident Visitor Parking shall at all times be subject to the Rules and



Regulations. Use of Parking Permits within the Resident Visitor Parking area is a non-exclusive right for the benefit of the holders of the Parking Permits and not a guaranty of the availability of a Parking Space nor an exclusive right to park. All spaces within the Resident Visitor Parking are first come, first served and further subject to use by members of the public when Parking Spaces are available, in accordance with Section 5.2.

5.4 **Resident Exclusive Parking.** The Resident Exclusive Parking consists of certain Parking Spaces located on Lot 2 outside of the Easement Area and not within the Parking Easement Area. Such spaces are reserved solely for the use of the Owner of Lot 2 and its Occupants and Permittees. For the avoidance of doubt, no members of the public or Persons holding Parking Permits for Employee Directed Parking or Resident Visitor Parking shall have the right to park within the Resident Exclusive Area. The Owner of Lot 2 shall have complete control to regulate and allocate parking rights to the Resident Exclusive Parking area and shall separately control, maintain, repair, operate, and enforce parking regulations that may differ from the Rules and Regulations. The standard of operation for the Resident Exclusive Parking area as determined by the Owner of Lot 2 shall maintain reasonable standards of performance, maintenance and repair comparable to those standards as contained in the Rules and Regulations.

## ARTICLE 6

### MAINTENANCE AND REPAIR; RULES AND REGULATIONS

6.1 **Maintenance Standards.** Except with respect to the Shared Infrastructure and the Stormwater Facilities pursuant to Article 8 and Article 9 below, each Owner shall maintain, or cause to be maintained, its Lot and the improvements thereon (including, without limitation, any Building(s) and/or other improvements) in a safe and attractive condition and in a good state of repair, and in compliance with all applicable Laws. The unimproved portions of any Lots shall be seeded with grass, mowed and kept litter-free. All Owners shall store all trash and garbage in adequate containers, locate such containers so that they are not readily visible from the other Lot, and arrange for regular removal of such trash or garbage. All improvements on the Lots shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced.

6.2 **Repair of Casualty Damage.** If a Building on a Lot is damaged by fire or other casualty (whether insured or not), the Owner of the applicable Lot shall, subject to governmental regulations and/or insurance adjustment delay, promptly remove the debris resulting from such event and provide a sightly barrier between the Lots, and within a reasonable time thereafter shall perform one of the following alternatives:

(A) repair or restore the Building to a complete unit, such repair or restoration to be performed in accordance with all applicable provisions of this Agreement;

(B) erect another Building in such location, such construction to be performed in accordance with all applicable provisions of this Agreement; or

(C) demolish the damaged portion and/or the balance of the Building and restore the cleared area to a landscaped condition in accordance with all applicable provisions of this Agreement.

6.3 **Rules and Regulations.** The use of the Easement Area shall be governed by the Rules and Regulations. The initial Rules and Regulations are attached hereto as **Exhibit G**. Manager may, subject to the written consent of the Owners representing not less than seventy-five (75%) of the total cost allocation percentage set forth in Section 8.2(C), modify, alter, amend,

rescind and augment the Rules and Regulations from time to time. Each Owner shall approve or disapprove of any proposed change to the Rules and Regulation within thirty (30) days of notice of the proposed change from Manager, which approval shall not be unreasonably withheld, delayed or conditioned, so long as the proposed change does not (i) unreasonably interfere with an Owner's use of the Shared Infrastructure or (ii) materially interfere with or prohibit the use or occupancy of any Lot for any permitted use carried out (or permitted to be carried out in the future) on such parcel.

**ARTICLE 7**

**MANAGER**

7.1 **Appointment of Manager.** Following the completion of the Initial Shared Infrastructure, the parties hereby agree to the removal of Makers Row I as the Manager and the appointment of SoNa Lofts as the successor Manager. Notwithstanding anything to the contrary in Section 7.2 below, such initial replacement of the Manager shall happen automatically and without any further action on the part of any Owner. From an after the completion of the Initial Shared Infrastructure, Manager will be responsible for the operation, maintenance and repair of the Shared Infrastructure pursuant to the terms of this Agreement and for establishment of an annual budget for the operation, maintenance and repair of the Shared Infrastructure in accordance with Article 8 below. Manager will provide for the orderly use of the Easement Area and may enforce the Rules and Regulations.

7.2 **Assignment to Successor Manager.** Following the appointment of SoNa Lofts as the successor Manager pursuant to Section 7.2 above, Manager may thereafter assign its rights and obligations as Manager under this Agreement to another Owner, as a successor Manager. Such subsequent assignment shall only be effective upon the execution of a written agreement between Manager and the successor Manager pursuant to which the successor Manager assumes all of Manager's rights and obligations under this Agreement, which agreement shall be recorded in the Recording Office. The successor Manager shall promptly notify each other Owner of the identity and contact information of the successor Manager and, upon request, shall provide evidence of the insurance required to be carried by Manager hereunder.

**ARTICLE 8**

**MAINTENANCE AND REPAIR OF ACCESS EASEMENT INFRASTRUCTURE**

8.1 **Maintenance and Repair by Manager.**

(A) Following the completion of the Initial Shared Infrastructure, Manager shall operate, maintain and repair the Access Easement Infrastructure in accordance with the following requirements, as applicable:

- (i) *Inspections.* Periodic inspection and observation of the Easement Area and the Shared Infrastructure to ascertain the overall condition, and make maintenance and repair recommendations to all Lot Owners
- (ii) *Roadways and Access Drives.* Maintaining all paved surfaces and curbs, including, without limitation, replacing base, skin patching, resealing and resurfacing, to at least City of West Allis standards.
- (iii) *Debris and Refuse.* Periodically removing of all papers, debris, filth, refuse, ice and snow, including periodic vacuuming and broom sweeping to

the extent necessary to keep the Access Easement Infrastructure in a first-class, clean and orderly condition.

(iv) *Non-Occupant Signs and Markers.* Maintaining, cleaning, repairing and replacing directional and stop signs and markers, and restriping of drive lanes as necessary to maintain traffic direction. Installation of temporary signage and holiday decorations.

(v) *Lighting.* Maintaining, cleaning, repairing and replacing Access Easement Infrastructure lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers.

(vi) *Landscaping.* Maintaining and replacing all landscape plantings, trees and shrubs comprising Access Easement Infrastructure in an attractive and thriving condition, trimmed and weed free.

(vii) *Water Facilities.* Maintaining, cleaning, replacing and repairing all Water Facilities, including operation of any irrigation systems serving the Easement Infrastructure.

(viii) *Sidewalks and Pathways.* Maintaining, clearing, cleaning, repairing and replacing all sidewalks and paved pathways comprising Access Easement Infrastructure.

(ix) *Service Contracts.* Competitively bid outside service contracts for services such as snow removal, landscape maintenance and periodic trash pickup from the Access Easement Area.

Manager may hire companies affiliated with it to perform the operation, maintenance and repair of the Access Easement Infrastructure, but only if the rates charged by such companies are competitive with those of other companies furnishing similar services or similar quality in the metropolitan area in or about the Total Tract. All Access Easement Infrastructure repairs and replacements shall be with materials of a quality which is at least equal to the quality of the materials being repaired or replaced.

(B) The Owners agree to cooperate with Manager to provide for the orderly operation of the Easement Area. By example, the Owners and Manager will cooperate on the method of snow removal and ice control; the disposal of trash and litter collected from within the Easement Area, and the temporary accommodation of materials that may be stored as part of landscape maintenance and repair. The Owners agree to collaborate and, where such collaboration is deemed by each Owner to benefit all parties, coordinate the solicitation and award of contracts for services within the Easement Area and those contracts for the same services provided for portions of Lots lying outside the Easement Area.

(C) Following the completion of the Initial Shared Infrastructure, Makers Row I shall provide to Manager all of the warranties associated with the Initial Shared Infrastructure. All warranties for the Initial Shared Infrastructure shall show the Owners of all of the Lots as beneficiaries.

## 8.2 Access Easement Infrastructure Maintenance Costs.

(A) Manager shall expend only such funds as are reasonably necessary for the operation, maintenance and repair of the Access Easement Infrastructure and shall promptly pay such costs ("Access Easement Infrastructure Maintenance Costs") when incurred. Access Easement Infrastructure Maintenance Costs shall not include (i) any real estate taxes assessed against the Access Easement Infrastructure, (ii) work covered by a warranty, to the extent of the actual recovery or payment under the warranty, or (iii) costs and expenses due to the negligent acts or omission of an Owner, which costs or expenses shall be paid solely by the Owner whose negligent acts or omission caused the same.

(B) For the purpose of this Agreement, Access Easement Infrastructure Maintenance Costs shall include such costs and expenses which are incurred by Manager in performing the duties imposed on Manager under this Agreement, together with a management fee set forth in the Budget (as defined below).

(C) Access Easement Infrastructure Maintenance Costs shall be allocated as follows:

- (i) To Lot 1: 15 %
- (ii) To Lot 2: 55 %
- (iii) To Lot 3: 15 %
- (iv) To Lot 4: 15 %

## 8.3 Access Easement Infrastructure Maintenance Budget.

(A) Within thirty (30) days following its commencement of the operation, maintenance and repair of the Access Easement Infrastructure, Manager shall provide the other Owners with an estimated budget (the "Budget") for the balance of the current calendar year, and each Owner shall pay its share thereof in accordance with Sections 8.2(C) and 8.4(A). The Budget may include reasonable reserves for repair and replacements of the Access Easement Infrastructure. At least thirty (30) days prior to the beginning of each calendar year, Manager shall submit to the other Owners a Budget for the projected Access Easement Infrastructure Maintenance Costs for the ensuing calendar year. Each Owner shall pay its share of the approved Budget in full in accordance with Sections 8.2(C) and 8.4(A). The estimated Budget for the initial year of operation, maintenance and repair of the Access Easement Infrastructure is attached hereto as **Exhibit J**.

(B) If a Budget provides for more than a five percent (5%) increase over the Budget for the prior year (excluding Excluded Increases), the Budget shall be subject to the written approval of the Owner's constituting at least seventy-five (75%) of the total cost allocation percentage, which approval shall not be unreasonably withheld, conditioned or delayed. If a Budget provides for a five percent (5%) increase or less over the prior year (excluding Excluded Increases), such Budget shall be deemed approved.

(C) If Manager fails to provide a Budget prior to the commencement of a new calendar year pursuant to this Section 5.3 or in the event the Budget is not approved by the required Owners, as applicable, then the other Owners shall pay to Manager the monthly payment established for the immediately prior year's Budget (subject to Excluded Increases) until a new Budget is provided by Manager or approved by the required Owners, as applicable, at which time appropriate

reconciliations shall be made. For the avoidance of doubt, the failure by Manager to provide a Budget, or the failure of the Budget to be approved by the required Owners, as applicable, shall not relieve the other Owners of their obligations hereunder.

#### **8.4 Payment of Access Easement Infrastructure Maintenance Costs.**

(A) Each Owner shall pay to Manager in equal installments determined by the Manager (not more frequently than quarterly), in advance, its share of the Access Easement Infrastructure Maintenance Costs based upon the amount set forth in the approved Budget. Manager shall reasonably estimate such costs for the partial year during which its maintenance obligations commence and each Owner shall make its first payment in the month following Manager's undertaking of such maintenance and repair of the Access Easement Infrastructure.

(B) Within one hundred twenty (120) days after the end of each calendar year, Manager shall provide the other Owners with a statement setting forth the actual Access Easement Infrastructure Maintenance Costs paid by it for the operation, maintenance and repair of the Access Easement Infrastructure and such Owner's share of the aggregate thereof. If the amount paid by any Owner for such calendar year shall have exceeded its share, Manager shall credit the excess against such Owner's share of future Access Easement Infrastructure Maintenance Costs, or if the amount paid by any Owner for such calendar year shall be less than its share, such Owner shall pay the balance of its share to Manager within thirty (30) days after receipt of such certified statement.

(C) Manager shall use commercially reasonable efforts to operate, maintain and repair the Access Easement Infrastructure in accordance with the Budget and may not exceed the amounts set forth in the Budget by more than ten (10%) percent without the consent of the Owners constituting at least seventy-five (75%) of the total cost allocation percentage, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Manager shall have the right to make emergency repairs to the Access Easement Infrastructure to prevent injury or damage to person or property, it being understood that Manager shall nevertheless advise the other Owners of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. Manager may, in its discretion, (i) submit a supplemental billing to the other Owners for the cost of the emergency action, together with evidence supporting such payment, and the other Owners shall pay their share thereof within thirty (30) days after its receipt of such billing, or (ii) include the cost of the emergency action as part of the Access Easement Infrastructure Maintenance Costs at the year end.

### **ARTICLE 9**

#### **MAINTENANCE AND REPAIR OF STORMWATER FACILITIES**

9.1 **Maintenance and Repair of Stormwater Facilities.** Manager and its successors and assigns shall be responsible to repair and maintain the Stormwater Facilities in good condition and in working order and such that the Stormwater Facilities comply with approved plans on file with the City and the stormwater management practices attached hereto as **Exhibit I** (the "**Stormwater Management Practices**"). Said maintenance shall be performed by Manager, subject to reimbursement by the other Owners pursuant to this Article 9. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.

9.2 **Easement to City.** If Manager fails to maintain the Stormwater Facilities as required by the Stormwater Management Practices, then the City shall have the right, after providing Manager with written notice of the maintenance issue (each, a "**Maintenance Notice**") and thirty (30) days to comply with



the City's Maintenance Notice, to enter the Total Tract in order to conduct the maintenance specified in the Maintenance Notice. The City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owners' use of the Lots. All costs and expenses incurred by the City in conducting such maintenance may be charged to the Owners by placing the amount on the tax roll for the Lots as a special assessment in accordance with Section 66.0703, Wis. Stats.

9.3 **Stormwater Maintenance Costs.**

(A) Manager shall expend only such funds as are reasonably necessary to comply with the Stormwater Management Practices and to keep the Stormwater Facilities in good condition and working order ("Stormwater Maintenance Costs") when incurred. Stormwater Maintenance Costs shall not include (i) any real estate taxes assessed against the Stormwater Facilities, (ii) work covered by a warranty, to the extent of the actual recovery or payment under the warranty, or (iii) costs and expenses due to the negligent acts or omission of an Owner, which costs or expenses shall be paid solely by the Owner whose negligent acts or omission caused the same.

(B) Stormwater Maintenance Costs shall be allocated pursuant to Section 8.2(C).

9.4 **Stormwater Maintenance Budget and Payment by Owners.**

(A) Manager shall include the Stormwater Maintenance Costs in the Budget delivered in accordance with Section 8.3 above. The Budget may include reasonable reserves for repair and replacements of the Stormwater Facilities.

(B) Each Owner shall pay its percentage share of Stormwater Maintenance Costs at the same time and pursuant to the same terms as payment of the Access Easement Infrastructure Maintenance Costs as set forth in Section 8.4 above.

**ARTICLE 10**

**INSURANCE; INDEMNITY**

10.1 **Owners' Insurance.** Each Owner shall maintain in full force and effect, at its own expense: (i) commercial general liability insurance, on an occurrence form, insuring against liability for injury to persons and/or property and death of any person or persons with a liability limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) umbrella insurance providing a minimum limit of \$3,000,000 per occurrence and in the aggregate; and (iii) special perils insurance covering fire, earthquake, extended coverage, sprinkler leakage, vandalism and malicious mischief in an amount equal to the full replacement value of the Building(s), Shared Infrastructure and other improvements on its Lot, without consideration for depreciation. Each other Owner shall be named as an additional insured on the policies in (i) and (ii) above by endorsement. Certificates of insurance evidencing the above coverage and the additional insured endorsement shall be delivered to the other Owners prior to such Owner (or its Permittees) using or entering any portion of the Easement Area pursuant to this Agreement. All of the insurance required hereunder shall be: (a) written by insurance carriers licensed to do business in the State of Wisconsin and shall be rated in the latest A.M. Best's Insurance Rating Guide with a rating of at least A-, and be in a financial category of at least IX, and (b) endorsed so that coverages and limits of insurance afforded under the policies will not be cancelled, materially changed or allowed to expire without thirty (30) days prior written notice to Manager.



10.2 **Construction Liens.** In the event any mechanic's lien, contractor's lien or other lien is filed against the Lot of one Owner (the "Innocent Owner") as a result of services performed or materials furnished for the use of the other Owner (the "Liening Owner"), the Liening Owner shall, within thirty (30) days of its becoming aware of a lien, cause such lien to be either (a) released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge; or (b) insured over by the Innocent Owner's title insurer. Notwithstanding anything to the contrary, the Liening Owner shall not be required to cause the lien to be released or discharged so long as the Liening Owner is contesting the validity of the lien in good faith, with reasonable diligence and with reasonable reserves; provided, however, the Liening Owner insures or bonds over such lien to the Innocent Owner's reasonable satisfaction. The Liening Owner agrees to defend, protect, indemnify and hold harmless the Innocent Owner and its Lot from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the failure of the Liening Owner to comply with this Section.

10.3 **Indemnity.** Each Owner hereby agrees to indemnify, defend protect and hold harmless the other Owners and their Occupants and Permittees from and against all injuries, damages, liabilities, losses, claims, causes of action, costs, fees and expenses, including, without limitation, court costs and reasonable attorneys fees, (collectively, "Claims") incurred by the indemnified Owners and resulting from or arising out of (a) any breach of this Agreement by the indemnifying Owner or its Permittees and (b) the negligence or willful misconduct of the indemnifying Owner in connection with the exercise of the rights granted under this Agreement, except to the extent such Claims arise out of the gross negligence or willful misconduct of the indemnified Owner or its Occupants or Permittees, and further provided that damages sought and/or obtained in connection with any such Claims shall exclude consequential, exemplary, speculative, indirect, incidental and punitive damages.

## ARTICLE 11

### PROHIBITED USES

11.1 **Prohibited Uses.** The following uses shall not be permitted on any portion of the Total Tract without the prior written consent of each Owner, which consent may be granted or withheld in such Owner's sole and absolute discretion:

- (A) noxious uses; and
- (B) cell phone towers/facilities, unless approved in writing by the Owners representing not less than seventy-five (75%) of the total cost allocation percentage set forth in Section 8.2(C).

As used in this Agreement, "noxious uses" include, but are not limited to, the following: adult book store; adult theatre; adult amusement facility; any facility selling or displaying pornographic materials or having such displays; blood bank; massage or tattoo parlor; funeral home; the outdoor housing or raising of animals; any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses); any mining or mineral exploration or development except by non-surface means; a car wash (except as incidental to a permitted use); any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks in other than de minimis amounts consistent with the type of business being conducted from a Lot; any use which may require water and sewer services in excess of the capacities allocated to a Lot by any governmental authority; any facility for the sale of paraphernalia for use with illicit drugs; or any agricultural use as defined in Chapter Tax 18 of the Wisconsin Administrative Code.

11.2 Use During Construction. Each Owner is permitted to use the Access Easement Area in connection with the construction of improvements on each Owner's Lot. Any such use by an Owner, and the use of the Access Easement Area by Manager in connection with its maintenance and repair obligations described in this Agreement, shall be subject to the restrictions set forth in this Section 11.2. For the purposes of this Section 11.2, all references to an Owner shall include Manager:

(A) Each Owner shall take all commercially reasonable efforts to prevent its construction activities from unreasonably interfering with the use, occupancy or enjoyment of the other Lots.

(B) Owners shall at all times comply with all applicable Laws and all orders, rules and regulations issued by the fire marshal or any other governmental authority having jurisdiction over the Total Tract.

(C) No Owner shall incur, impose or permit or suffer to permit any mechanic's lien, contractor's lien or other lien or obligation to be filed against any other Owner's Lot by reason of construction, maintenance, repair or other work by such Owner on its Lot or the Access Easement Area.

## ARTICLE 12

### ESTOPPEL

12.1 Estoppel Certificate. Each Owner shall, within twenty (20) days after the written request of any other Owner, issue to such Person, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuing Owner's knowledge that as of such date:

(A) whether it knows of any default under this Agreement by the requesting Person, and if there are known defaults, specifying the nature thereof;

(B) whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof;

(C) whether this Agreement is in full force and effect;

(D) whether there any amounts due and owing from an Owner under this Agreement and, if so, the total thereof.

12.2 Reliance; Bar. An estoppel certificate issued pursuant to this Article 12 shall bar the Person issuing such certificate from asserting any claim that is based upon facts contrary to those asserted in the estoppel certificate to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value who has acted in reasonable reliance upon the estoppel certificate without knowledge of facts to the contrary of those contained therein.

## ARTICLE 13

### DEFAULT

13.1 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the nonperforming Owner (the "Defaulting Owner"):

(A) The failure to make any payment required to be made under this Agreement within ten (10) days after the Defaulting Owner has received notice from Manager of its failure to make such payment on or before the due date therefor; or

(B) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in (A) above, within thirty (30) days after the issuance of a notice to the Defaulting Owner by Manager specifying the nature of the default claimed; provided, however if such matter is not susceptible of being cured within thirty (30) days, the cure period shall be extended for a reasonable period of time provided the Defaulting Owner commences the cure within said thirty (30) day period and thereafter diligently prosecutes the cure to completion.

Each Owner shall be responsible for the default of its Occupants and Permittees.

### 13.2 **Right to Cure.**

(A) With respect to any default, Manager shall have the right, but not the obligation, upon not less than ten (10) days additional notice to the Defaulting Owner to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, if an event that would become a default under Section 13.1(B) with the passage of time shall constitute an emergency condition, the Manager, acting in good faith, shall have the right to cure such event prior to the passage of the time period set forth in Section 13.1(B).

(B) If Manager shall cure a default, the Defaulting Owner shall reimburse the Manager for all costs and expenses incurred in connection with such curative action, plus interest as provided herein, within thirty (30) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made.

(C) To effectuate any such cure, the Manager shall have the right to enter the Lot of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner.

13.3 **Interest.** Any time an Owner shall not pay any sum payable hereunder to another within five (5) days of the due date, such delinquent Owner shall pay a penalty of 2% on such unpaid sum, plus interest at 18% per annum (or the maximum legal amount) until the default is cured.

### 13.4 **Lien Rights.**

(A) Costs and expenses accruing and/or assessed pursuant to Section 13.2, or otherwise payable by an Owner pursuant to the terms of this Agreement, shall be secured by and constitute a lien against the Defaulting Owner's Lot. The lien shall attach and take effect only upon recordation of a claim of lien in the Recording Office by the Owner making the claim. The claim of lien shall include the following:

- (i) The name of the lien claimant;
- (ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as the Manager;

(iii) An identification of the Owner or reputed Owner of the Lot or interest therein against which the lien is claimed;

(iv) A description of the Lot against which the lien is claimed;

(v) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and

(vi) A statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date of recordation and the recorded document number (or book and page) hereof.

(B) The claim of lien shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed pursuant to the notice provisions of this Agreement. The lien so claimed may be enforced in any judicial proceedings allowed by Law, including without limitation, a suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the Laws of Wisconsin. The lien shall be subject and subordinate to any mortgages which are of record on or before the date on which the claim of lien is placed of record.

13.5 **Costs of Enforcement.** If an Owner brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs and expert witness fees for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

13.6 **Remedies Cumulative.**

(A) Each non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person violating or attempting to violate or default upon any of the non-monetary provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at Law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

(B) All of the remedies permitted or available to an Owner under this Agreement or at Law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(C) In all situations arising out of this Agreement, each Owner shall attempt to avoid and mitigate the damages resulting from the conduct of any other Owner. Each Owner hereto shall take all reasonable measures to effectuate the provisions of this Agreement.

(D) No breach of this Agreement shall (i) entitle any Owner to cancel, rescind or otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of the Total Tract. However, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

13.7 **No Waiver.** The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder, at Law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Owner of any default under this Agreement shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

## **ARTICLE 14**

### **MISCELLANEOUS**

14.1 **Term of this Agreement.** This Agreement shall be effective as of the Effective Date and shall continue in full force and effect in perpetuity unless terminated by the mutual agreement of all Owners as evidenced in a writing recorded in the Recording Office.

11.2 **Notices.** All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be sent by first class mail, postage prepaid, return receipt requested, or by private carrier guaranteeing next day delivery. For the purpose of giving notice hereunder, the addresses of the parties to this Agreement are as follows:

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

To the City:            City of West Allis  
Office of the City Attorney  
7525 West Greenfield Avenue  
West Allis, WI 53214  
Attn: City Attorney

To SoNa Lofts:        SoNa Lofts LLC  
330 East Kilbourn Avenue  
Suite 600 South  
Milwaukee, WI 53202  
Attn: Barry R. Mandel

With a copy to:        Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Attn: Joshua P. Roling



To Makers Row I: Makers Row I LLC  
2609 E. Linwood Avenue  
Milwaukee, WI 53211  
Attn: Robert Monnat

With a copy to: Godfrey & Kahn S.C.  
833 East Michigan Street  
Suite 1800  
Milwaukee, WI 53202  
Attn: Marvin Bynum

To Makers Row II: Makers Row II LLC  
2609 E. Linwood Avenue  
Milwaukee, WI 53211  
Attn: Robert Monnat

With a copy to: Godfrey & Kahn S.C.  
833 East Michigan Street  
Suite 1800  
Milwaukee, WI 53202  
Attn: Marvin Bynum

Each Owner shall have the right from time to time to change its address for notice purposes to any other address within the United States of America upon at least ten (10) days prior written notice to the other Owner in accordance with the provisions of this Section 11.1.

11.3 **Amendments.** This Agreement may be amended by, and only by, a written agreement signed by the Owners of each Lot, and shall be effective only when recorded in the Recording Office.

11.4 **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among any Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

11.5 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Total Tract or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

11.6 **Covenants Run with the Land.** The terms of this Agreement and all easements reserved hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the Owners and their successors and assigns. This Agreement is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

11.7 **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other



provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

11.8 **Captions.** The captions preceding the text of each article and section are included only for convenience of reference. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside this Agreement.

11.9 **Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, neither Lot 2 Owner nor Manager shall be considered in breach or default of its obligations under this Agreement if the party is delayed in the performance of such obligations due to Force Majeure. As used herein the term “Force Majeure” means any delay incurred due to strikes, lockouts, work stoppages, inability to obtain labor or materials due to governmental regulations or restrictions enacted after the date of this Agreement (other than any such governmental restrictions which a party is bound to observe pursuant to the terms of this Agreement), delay due to changes of any applicable law, acts of God, enemy action, civil commotion, pandemic, national epidemic, fire, lightning, earthquake, storm (including abnormally inclement weather), hurricane, tornado, flood, washout, explosion, or any other similar cause beyond the reasonable control of the party whose performance is delayed and which precludes performance (but excluding that party’s insolvency or financial condition). In the event of a delay due to Force Majeure, the time for performance of the affected obligation shall be extended for the period of the Force Majeure provided, however, the delayed party shall, within thirty (30) business days after the occurrence of the event causing the Force Majeure delay, deliver written notice to the other party of the cause thereof. Failure to deliver written notice of such delay (with appropriate back-up documentation) shall constitute a waiver of the delayed party’s right to claim an extension of its time period because of Force Majeure.

11.10 **Governing Law.** This Agreement shall be construed and applied in accordance with the Laws of the State of Wisconsin.

11.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed effective as of the date first set forth above.

**SONA LOFTS:**

**SONA LOFTS LLC,**  
a Wisconsin limited liability company

By: Mandel/SoNa Lofts LLC, its Manager

By: BR Mandel LLC, its Manager

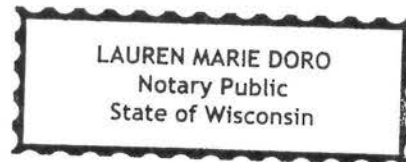
By: BR Mandel  
Name: Barry R. Mandel  
Title: Manager

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on December 17, 2021, by Barry R. Mandel, as Manager of BR Mandel LLC, the Manager of Mandel/SoNa Lofts LLC, the Manager of SoNa Lofts LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

Lauren Marie Doro  
Name Printed: Lauren Marie Doro  
Notary Public, County of Milwaukee  
My commission expires: April 16, 2023



MAKERS ROW I

MAKERS ROW I LLC,  
a Wisconsin limited liability company

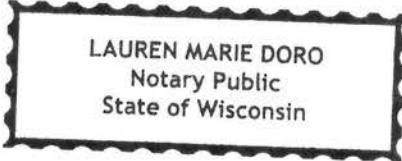
By: [Signature]  
Name: Robert B Monnat  
Title: Managing Member

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on December 17, 2021, by Robert B. Monnat, as Managing Member of Makers Row I LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

[Signature]  
Name Printed: Lauren Marie Doro  
Notary Public, County of Milwaukee  
My commission expires: April 16, 2023



MAKERS ROW II

MAKERS ROW II LLC,  
a Wisconsin limited liability company

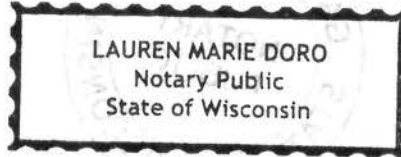
By: Robert B Mannat  
Name: Robert B Mannat  
Title: Managing Member

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on December 17, 2021, by  
Robert B. Mannat, as Managing Member of Makers Row II  
LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

Lauren Marie Doro  
Name Printed: Lauren Marie Doro  
Notary Public, County of Milwaukee  
My commission expires: April 16, 2023



CITY OF WEST ALLIS

By: *Dan Devine*  
Dan Devine, Mayor

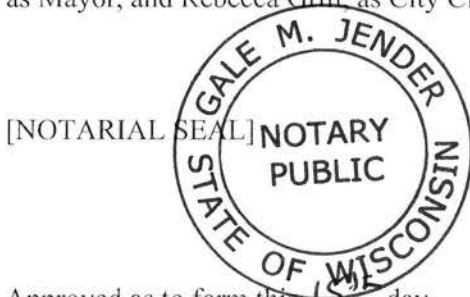
Dated: 12-15-21

By: *Rebecca Grill*  
Rebecca Grill, City Clerk

Dated: 12-15-21

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on December 15, 2021, by Dan Devine, as Mayor, and Rebecca Grill as City Clerk, of the City of West Allis, Wisconsin.



*Gale M. Jender*  
Name Printed: Gale M Jender  
Notary Public, County of Milwaukee  
My commission expires: 10/8/24

Approved as to form this 15 day  
of December, 2021.

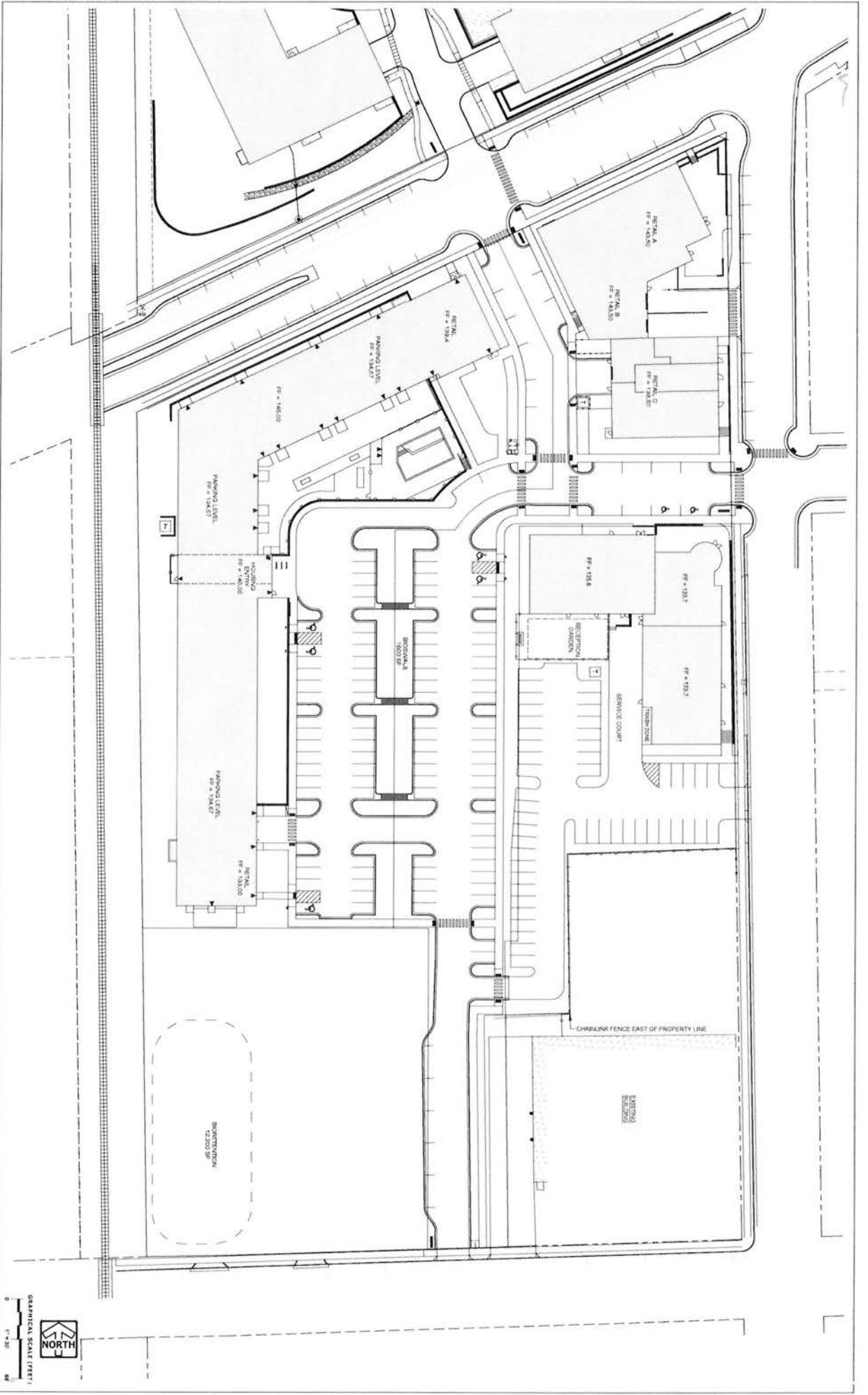
*[Signature]*  
Karl Decora Deputy City Attorney

**EXHIBIT A**

**SITE PLAN**

[See attached]





# SONA-SITE PLAN

PINNACLE ENGINEERING GROUP

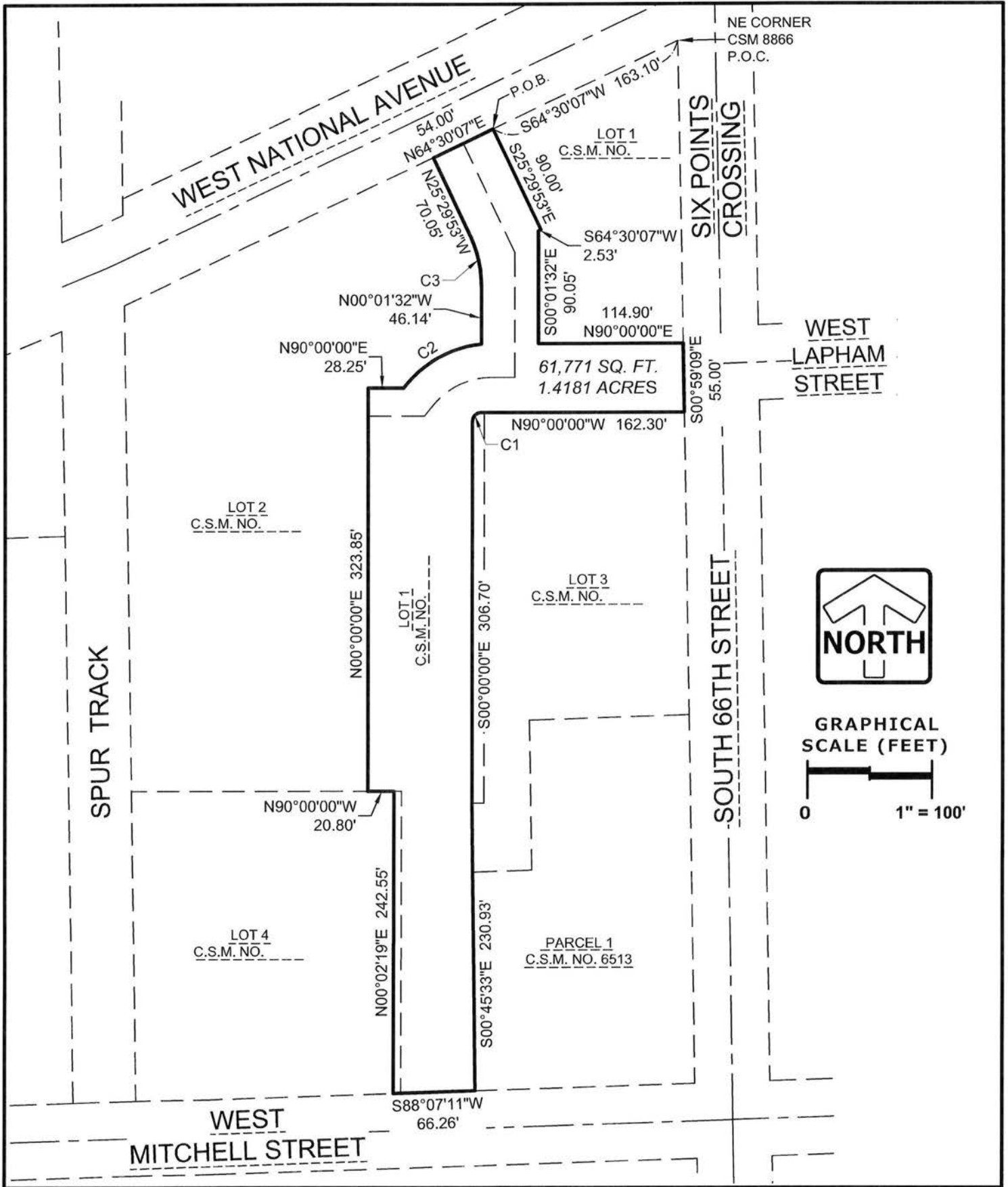
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM |

PLAN | DESIGN | DELIVER

PEJOB# 650.00

12/06/2021





**LEGAL DESCRIPTION:**

Being a part of Lot 1, Lot 2 and Lot 4 of Certified Survey Map No. \_\_\_\_\_, being a redivision of Certified Survey Map No. 8866, recorded in the office of the Register of Deeds for Milwaukee County on November 11, 2016 as Document No. 10622534, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of said Certified Survey Map No. 8866; thence South 64°30'07" West along the north line of said Certified Survey Map, 163.10 feet to the Point of Beginning;

Thence South 25°29'53" East, 90.00 feet; thence South 64°30'07" West, 2.53 feet; thence South 00°01'32" East, 90.05 feet; thence North 90°00'00" East, 114.90 feet to the east line of said Certified Survey Map No. 8866; thence South 00°59'09" East along said east line, 55.00 feet; thence North 90°00'00" West, 162.30 feet to a point of curvature; thence southwesterly 11.00 feet along the arc of said curve to the left, whose radius is 7.00 feet and whose chord bears South 45°00'00" West, 9.90 feet; thence South 00°00'00" East, 306.70 feet; thence South 00°45'33" East, 230.93 feet to the south line of said Certified Survey Map No. 8866; thence South 88°07'11" West along said south line, 66.26 feet; thence North 00°02'19" East, 242.55 feet; thence North 90°00'00" West, 20.80 feet; thence North 00°00'00" East, 323.85 feet; thence North 90°00'00" East, 28.25 feet to a point on a curve; thence northeasterly 74.29 feet along the arc of said curve to the right, whose radius is 89.00 feet and whose chord bears North 60°51'37" East, 72.15 feet thence North 00°01'32" West, 46.14 feet to a point of curvature; thence northwesterly 41.35 feet along the arc of said curve to the left, whose radius is 93.00 feet and whose chord bears North 12°45'42" West, 41.01 feet; thence North 25°29'53" West, 70.05 feet to the aforesaid north line of Certified Survey Map No. 8866; thence North 64°30'07" East along said north line, 54.00 feet to the Point of Beginning.

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	11.00'	7.00'	S45°00'00"W	9.90'
C2	74.29'	89.00'	N60°51'37"E	72.15'
C3	41.35'	93.00'	N12°45'42"W	41.01'

**EXHIBIT B**  
**ACCESS EASEMENT AREA**

[See attached]

**EXHIBIT C**

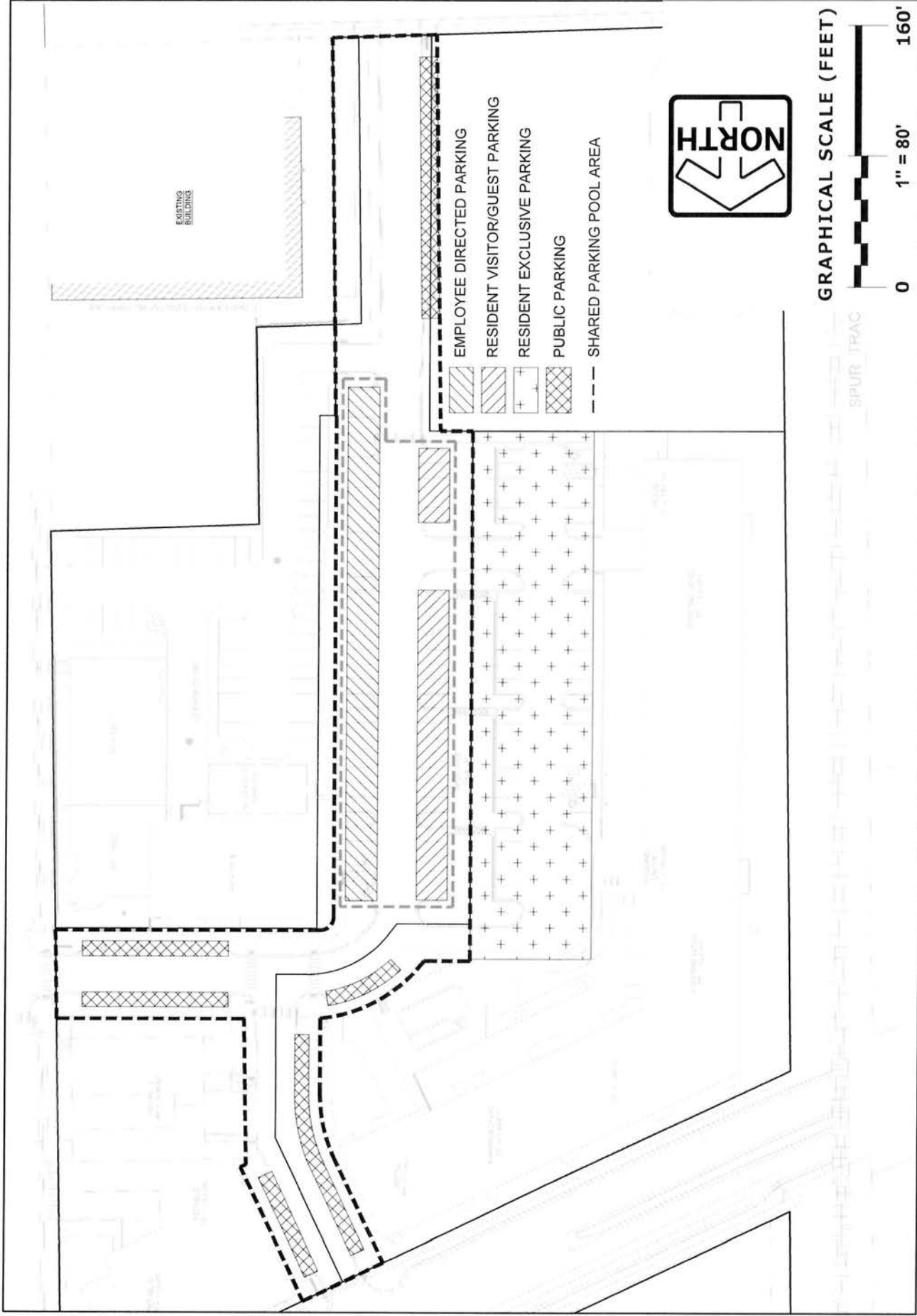
**SHARED INFRASTRUCTURE PLANS**

Plans prepared by Zimmerman Architectural Studios, Inc., in consultation with Pinnacle Engineering Group, for the SoNa Apartments Project, dated October 15, 2021, as Project No. 200054.00, last revised November 11, 2021, consisting of ten (10) sheets.

**EXHIBIT D**  
**PARKING EASEMENT AREA**

[See attached]





# PARKING EASEMENT AREA EXHIBIT

12/02/2021

PLAN | DESIGN | DELIVER

WWW.PINNACLE-ENGR.COM

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

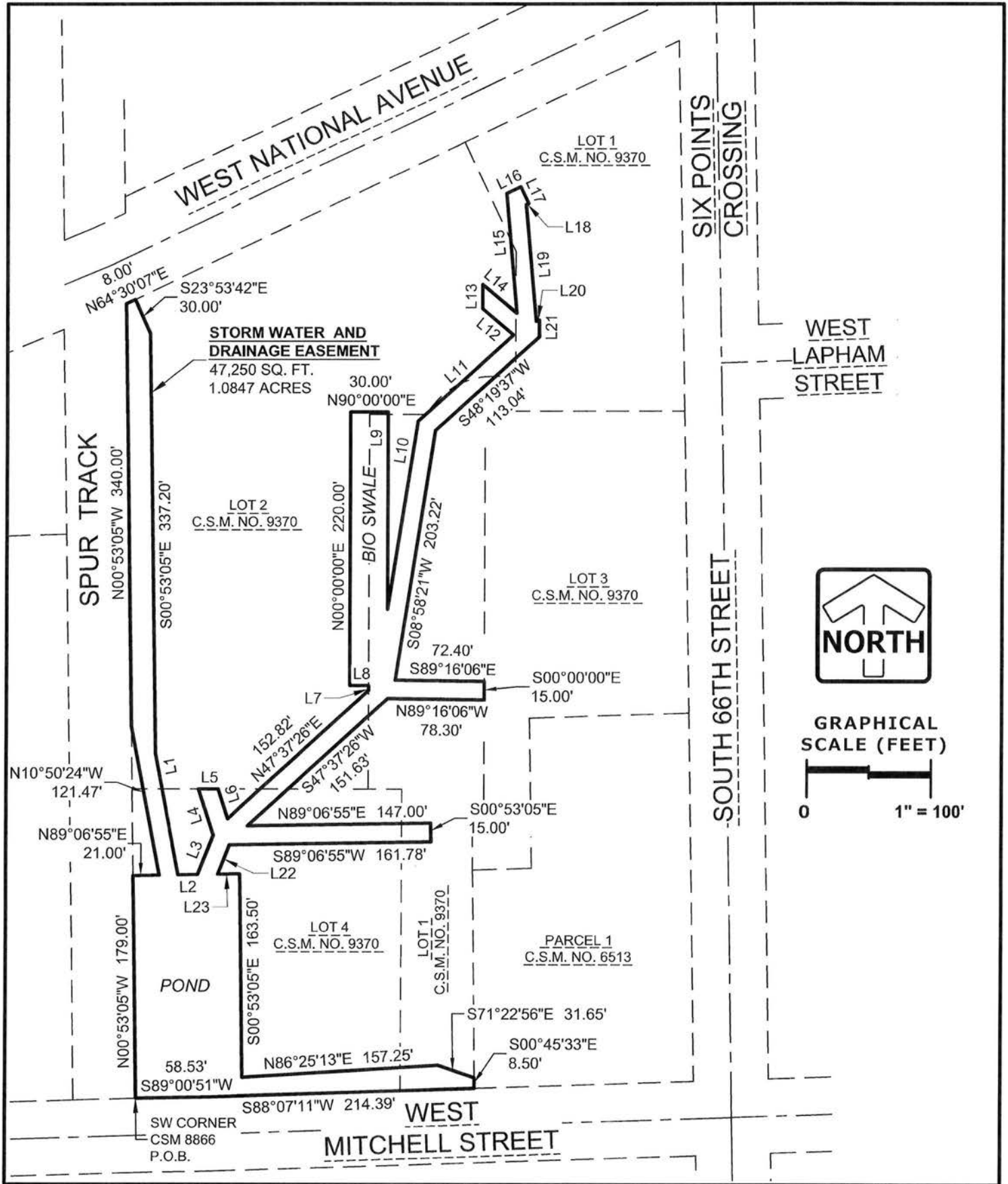
WWW.PINNACLE-ENGR.COM

PEG JOB #000.00

**EXHIBIT E**

**STORMWATER EASEMENT AREA**

[See attached]



**LEGAL DESCRIPTION:**

Being a part of Lot 1, Lot 2 and Lot 4 of Certified Survey Map No. 9370, recorded in the office of the Register of Deeds for Milwaukee County on December 02, 2021 as Document No. 11193094, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

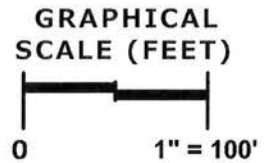
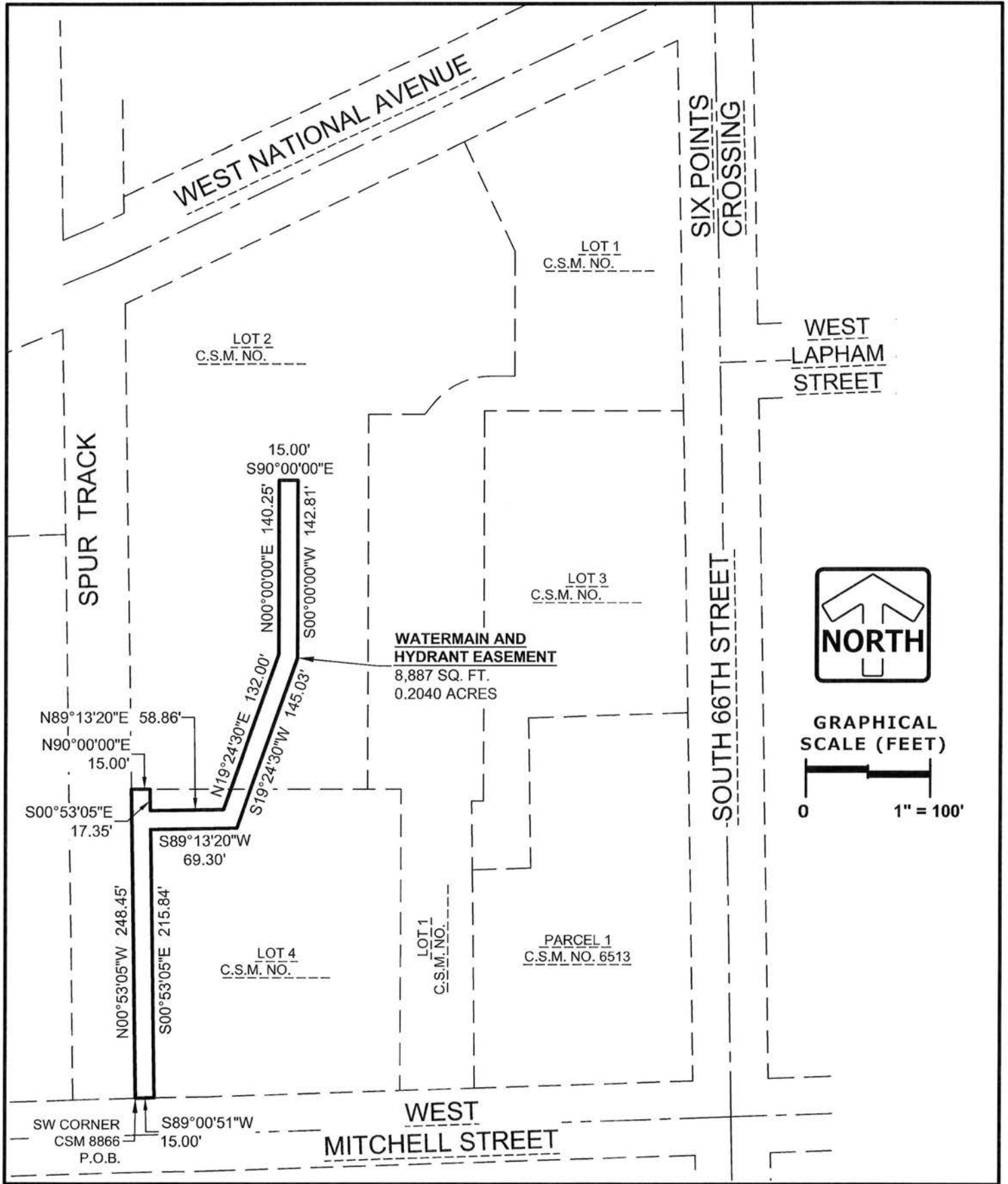
Beginning at the southwest corner of said Certified Survey Map No. 9370; thence North 00°53'05" West along the west line of said Certified Survey Map, 179.00 feet; thence North 89°06'55" East, 21.00 feet; thence North 10°50'24" West, 121.47 feet to the aforesaid west line; thence North 00°53'05" West along said west line, 340.00 feet to the north line of said Certified Survey Map; thence North 64°30'07" East along said north line, 8.00 feet; thence South 23°53'42" East, 30.00 feet; thence South 00°53'05" East, 337.20 feet; thence South 10°50'24" East, 99.66 feet; thence North 89°06'55" East, 15.54 feet; thence North 21°33'33" East, 34.03 feet; thence North 17°51'07" West, 38.86 feet; thence North 90°00'00" East, 15.76 feet; thence South 17°51'07" East, 25.05 feet; thence North 47°37'26" East, 152.82 feet; thence North 00°00'00" East, 4.19 feet; thence North 90°00'00" West, 15.00 feet; thence North 00°00'00" East, 220.00 feet; thence North 90°00'00" East, 30.00 feet; thence South 00°00'00" East, 158.33 feet; thence North 08°58'21" East, 152.91 feet; thence North 48°19'37" East, 104.22 feet; thence North 50°29'49" West, 32.97 feet; thence North 00°01'32" West, 19.45 feet; thence South 50°29'49" East, 36.18 feet; thence North 05°04'31" West, 96.28 feet; thence North 64°30'07" East, 12.67 feet; thence South 25°29'53" East, 15.00 feet; thence South 64°30'07" West, 2.25 feet; thence South 05°04'31" East, 93.61 feet; thence North 67°44'54" East, 2.66 feet; thence South 00°01'32" East, 13.79 feet; thence South 48°19'37" West, 113.04 feet; thence South 08°58'21" West, 203.22 feet; thence South 89°16'06" East, 72.40 feet; thence South 00°00'00" East, 15.00 feet; thence North 89°16'06" West, 78.30 feet; thence South 47°37'26" West, 151.63 feet; thence North 89°06'55" East, 147.00 feet; thence South 00°53'05" East, 15.00 feet; thence South 89°06'55" West, 161.78 feet; thence South 21°33'33" West, 25.50 feet; thence North 89°06'55" East, 18.00 feet; thence South 00°53'05" East, 163.50 feet; thence North 86°25'13" East, 157.25 feet; thence South 71°22'56" East, 31.65 feet to an east line of said Certified Survey Map No. 9370; thence South 00°45'33" East along said east line, 8.50 feet to the south line of said Certified Survey Map; thence South 88°07'11" West along said south line, 214.39 feet; thence South 89°00'51" West along said south line, 58.53 feet to the Point of Beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S10°50'24"E	99.66'
L2	N89°06'55"E	15.54'
L3	N21°33'33"E	34.03'
L4	N17°51'07"W	38.86'
L5	N90°00'00"E	15.76'
L6	S17°51'07"E	25.05'
L7	N00°00'00"E	4.19'
L8	N90°00'00"W	15.00'
L9	S00°00'00"E	158.33'
L10	N08°58'21"E	152.91'
L11	N48°19'37"E	104.22'
L12	N50°29'49"W	32.97'
L13	N00°01'32"W	19.45'
L14	S50°29'49"E	36.18'
L15	N05°04'31"W	96.28'
L16	N64°30'07"E	12.67'
L17	S25°29'53"E	15.00'
L18	S64°30'07"W	2.25'
L19	S05°04'31"E	93.61'
L20	N67°44'54"E	2.66'
L21	S00°01'32"E	13.79'
L22	S21°33'33"W	25.50'
L23	N89°06'55"E	18.00'

**EXHIBIT F**

**WATER EASEMENT AREA**

[See attached]





**LEGAL DESCRIPTION:**

Being a part of Lot 2 and Lot 4 of Certified Survey Map No. \_\_\_\_\_, being a redivision of Certified Survey Map No. 8866, recorded in the office of the Register of Deeds for Milwaukee County on November 11, 2016 as Document No. 10622534, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

Beginning at the southwest corner of said Certified Survey Map No. 8866; thence North 00°53'05" West along the west line of said Certified Survey Map, 248.45 feet; thence North 90°00'00" East, 15.00 feet; thence South 00°53'05" East, 17.35 feet; thence North 89°13'20" East, 58.86 feet; thence North 19°24'30" East, 132.00 feet; thence North 00°00'00" East, 140.25 feet; thence South 90°00'00" East, 15.00 feet; thence South 00°00'00" West, 142.81 feet; thence South 19°24'30" West, 145.03 feet; thence South 89°13'20" West, 69.30 feet; thence South 00°53'05" East, 215.84 feet to the south line of said Certified Survey Map No. 8866; thence South 89°00'51" West along said south line, 15.00 feet to the Point of Beginning.



## EXHIBIT G

### RULES AND REGULATIONS

1. Proper parking of automobiles. All autos, trucks and other permitted vehicles shall park within the painted markings delineating each parking space such that no tires are overlapping with any of the guidance lines painted on the parking surface. Vehicles must be pulled fully and squarely into the space so that there is no interference with drive aisles. Vehicles not properly parked are subject to ticketing and towing as described below.

2. No maintenance of automobiles is allowed in the Parking Easement Area. Any maintenance of automobiles as described herein is strictly prohibited. This includes changing or replenishment of oil and other fluids, engine part removal and replacement, repair or replacement of body parts, or other maintenance of a similar nature. Replacement of flat tires or quick charging of dead batteries is permitted provided such repair is the sole repair necessary to allow the vehicle to be driven out of the Parking Easement Area under its own power. Any party undertaking permitted repairs shall fully remove from the Parking Easement Area all tires, batteries or other parts replaced and shall not dispose of any of replaced parts or packaging of new parts in any trash container within the Parking Easement Area.

3. Distress / Towing. To the extent a parked vehicle is unable to egress under its own power and requires a tow, the vehicle's owner shall promptly contact a qualified towing service to remove the disabled vehicle and provide Manager with the make, color, and license plate number of the disabled auto. Within twelve (12) hours of determining that the automobile cannot be removed from the Parking Easement Area under its own power, the vehicle owner agrees to have caused the removal of such automobile, the violation of which shall result in a ticket/tow order being issued by Manager.

4. Proper repair and maintenance. All parked vehicles are required to be properly maintained such that no oil or other fluids are dripping onto the parking surfaces, that gasoline storage and delivery systems are maintained with full integrity so as to prevent leakage of fuel, and otherwise that all systems and functions of the vehicle are operable and in good condition.

5. Disposal of trash, litter and debris. Any trash, litter or debris shall be properly disposed of in approved trash bins located within the Parking Easement Area.

6. Prohibited Vehicles. Campers, boats, trailers, recreational vehicles, and similar vehicles or equipment are prohibited from parking within the Parking Easement Area.

7. Respect Posted Speeds and Reserved Parking. Patrons and users of the Parking Easement Area are required to observe posted speeds and adhere to parking limitations including in the reserved or restricted parking areas.

8. No storage of materials. No materials, supplies, or other paraphernalia may be stored within any areas of the Parking Easement Area. The Parking Easement Area are solely intended for the parking of vehicles.

9. Permit holder information. All parties holding permits for longer-term parking shall maintain, at all times, proper and complete information with the Manager regarding the make, color, and license plate number of the automobile associated with the permit, and if requested will indicate the location where such automobile is located within the Parking Easement Area.

10. Snow Removal. Permit parkers agree to cooperate with Manager in order to allow for the orderly removal of accumulated snow within the Parking Easement Area, including the temporary relocation of parked automobiles from stalls identified for permit parkers into other stalls within the Parking Easement Area so that Manager can direct the efficient removal of snow buildup.

11. Enforcement. Manager reserves the right to enforce these Rules and Regulations and issue notices of violation in the form of progressive warnings up to and culminating with an order to ticket/tow violating parkers' automobiles. To the extent any party parking in the Parking Easement Area violates these rules and regulations more than three times (3x) in any twelve (12) month period, Manager may prohibit such repeat offender from parking within the Parking Easement Area.

12. Posting. The Parking Easement Area will be posted as regulated private property and subject to these Rules & Regulations, citing those proper statutes and ordinances necessary to allow local police to issue municipal "ticket and tow" violation orders. Signage posted within the Parking Easement Area will provide information for parkers instructing them how to attain a copy of the latest Rules & Regulations.

13. Parking Permits. Manager shall control the issuance of Parking Permits to those parties allowed to hold such permits, but not in a number in excess of the limits allotted to each Lot. Parking Permits allow for longer term parking of vehicles, it specifically does not permit for the storage of vehicles within the Parking Easement Area. For purposes hereof, "storage" shall mean the non operation of any vehicle for more than seven (7) consecutive days. Prior to distribution of window stickers and other materials used to identify permit parkers, authorized parties shall provide Manager with all required information pertaining to such permit parkers. Authorized parties shall be responsible for the timely updating of any changes in provided information, together with the obligation to notify management through the submittal of proper materials of any transfer of permits from one party to another. All permit parking is allowed on a first come, first served basis only in areas designated for longer term parking.

14. Standard of Care for Use/Notification of Management. The Parking Easement Area is privately owned but operated as a publicly accessible parking facility. Users are encouraged to timely report to Manager and unsafe conditions within the Parking Easement Area, including but not limited to burned out lights, buildup of ice and snow such that slippery conditions exist, and improperly parked, disabled or abandoned automobiles. Manager contact information will be supplied to each Parking Permit holder and posted within the Parking Easement Area.

15. Interpretations. All interpretations or clarifications of these Rules and Regulations shall be the sole authority of Manger, whose determination shall be final.

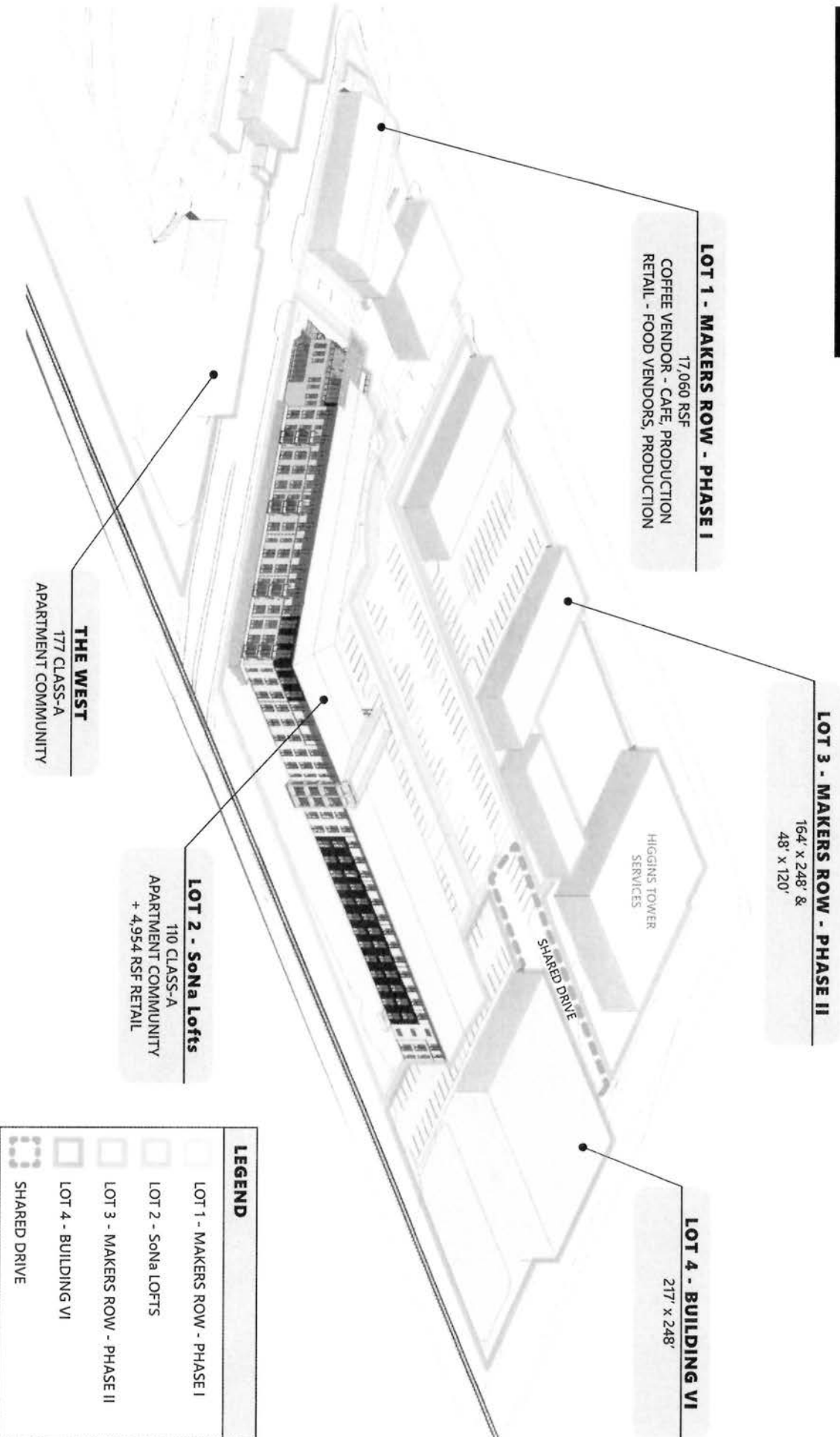
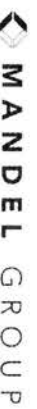
**EXHIBIT H**

**APPROVED DEVELOPMENT PLANS**

[See attached]

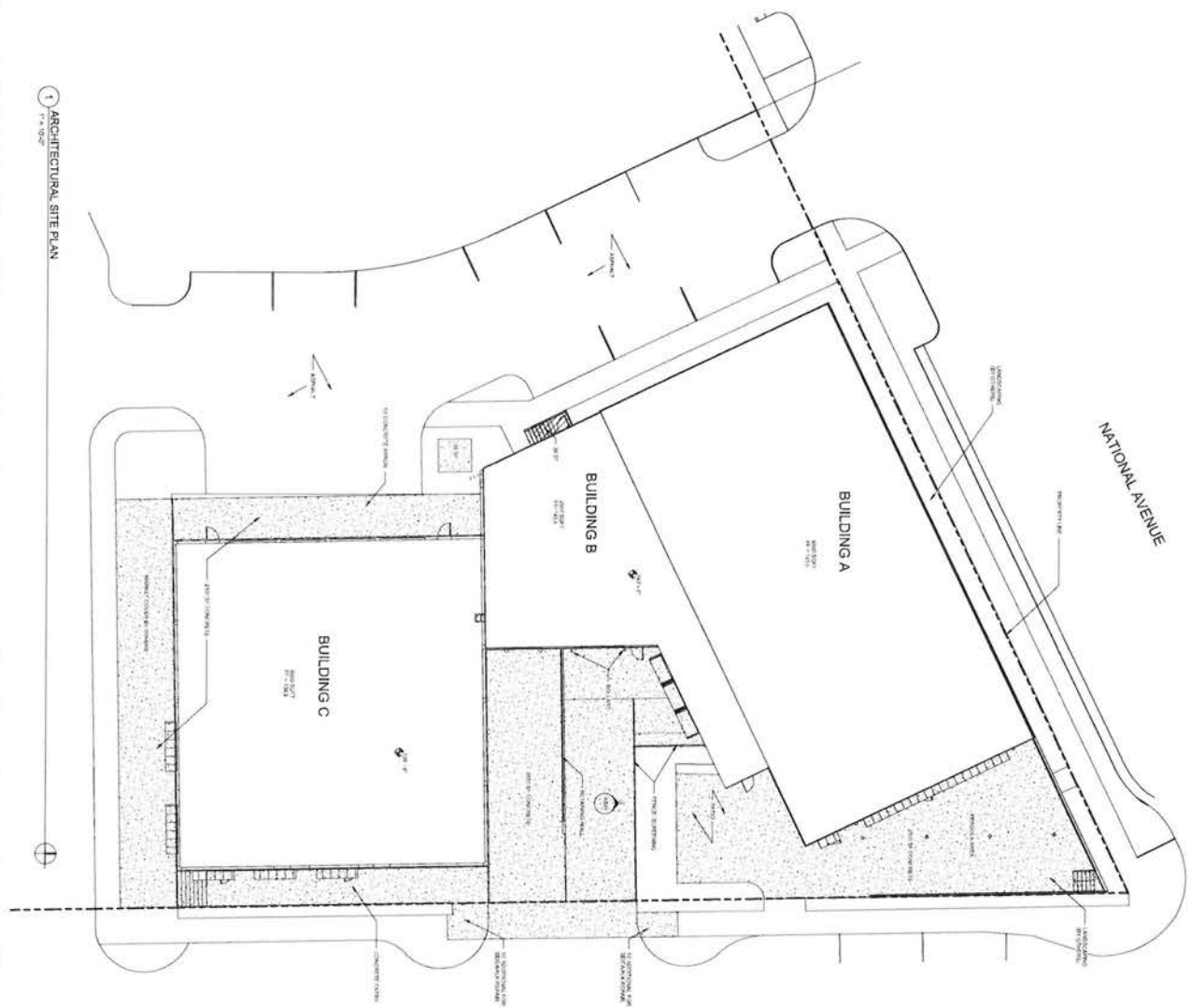
**SONA PARCEL PLAN - AERIAL VIEW**

11.06.2020



LEGEND	
[Symbol]	LOT 1 - MAKERS ROW - PHASE I
[Symbol]	LOT 2 - SoNa Lofts
[Symbol]	LOT 3 - MAKERS ROW - PHASE II
[Symbol]	LOT 4 - BUILDING VI
[Symbol]	SHARED DRIVE

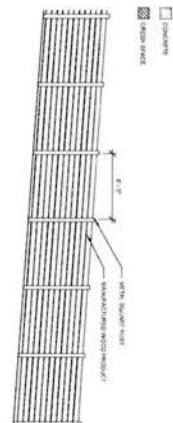
1 ARCHITECTURAL SITE PLAN  
1" = 10'-0"



66TH STREET

NATIONAL AVENUE

2 SCREENING DETAIL  
1" = 1'-0"



ZONING	
ZONING	CU - COMMUNITY COMMERCIAL CENTER
USE	FRONT STREET PARK AND SHOP
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM LOT COVERAGE	75%
MAXIMUM SETBACK	5 FEET

AS01

PROPOSED (ADDITION REMODEL NEW) BUILDING FOR  
**Mandel - Maker's Row**  
1000 W. NATIONAL AVE. WEST PALM BEACH, FL



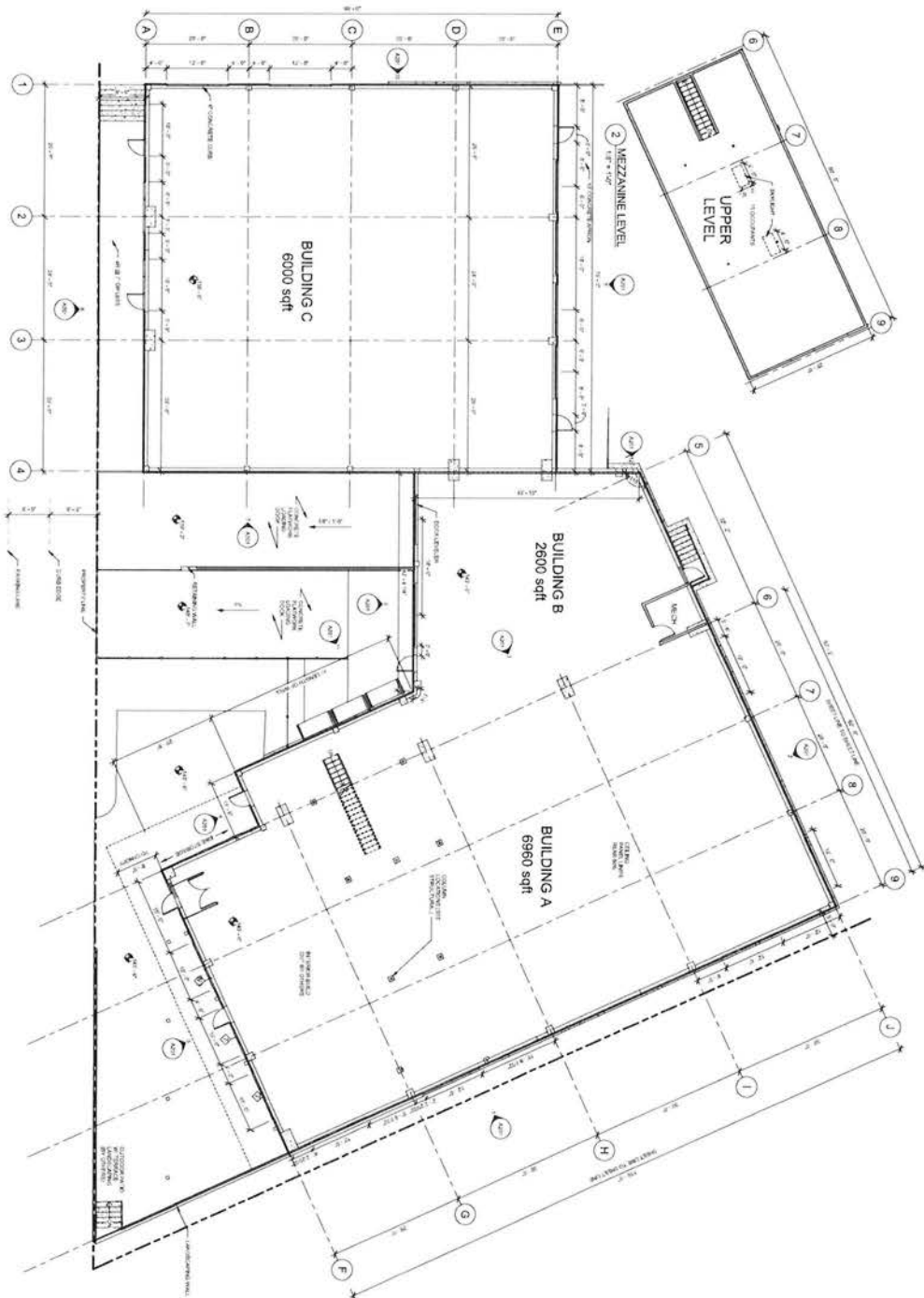
PRELIMINARY NOT FOR CONSTRUCTION

**ANDERSON-ASHTON INC.**  
DESIGN + BUILD  
7100 Lake Road  
New York, NY 10119  
Phone: 212-693-8888  
www.anderson-ashton.com

REVISIONS



1 FLOOR PLAN  
1/8" = 1'-0"



DATE: 01/11/11  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT NO: A101  
**A101**

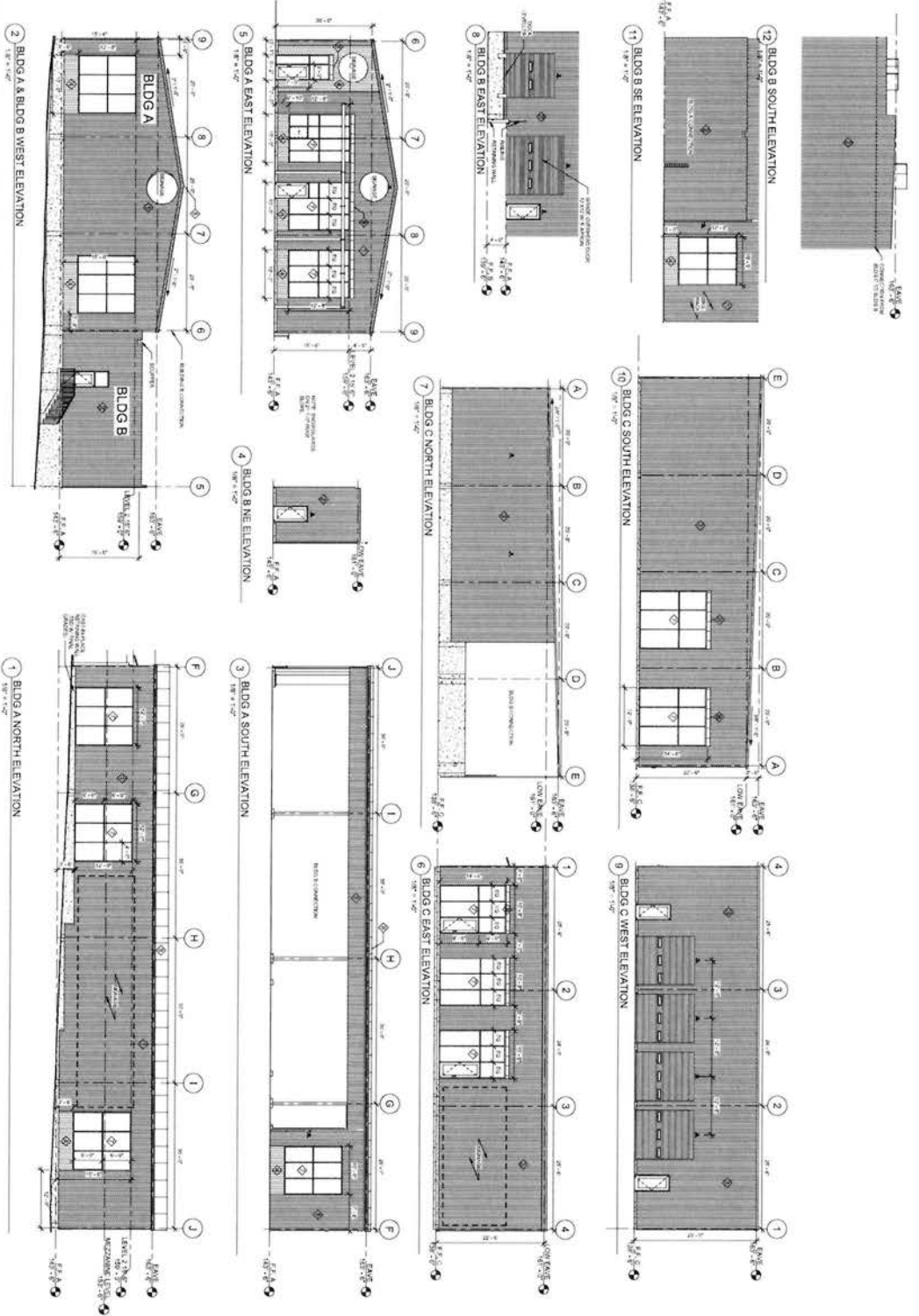
PROPOSED BUILDING FOR  
**Mandel - Maker's Row**  
 4400 W. ANDERSON AVENUE, SUITE 100, WEST JEFFERSON, MO



**ANDERSON-ASHTON, INC.**  
 ARCHITECTS  
 2101 South 44th Street  
 Suite 100, West Jefferson, MO 64088  
 Phone: 816.288.1111  
 Fax: 816.288.1112  
 www.anderson-ashton.com

PRELIMINARY NOT FOR CONSTRUCTION

REVISED



ELEVATION KEY	MATERIAL / MANUFACTURER	COLOR / FINISH
1	VERTICAL PANEL, BRICK	2025 BRICK
2	VERTICAL PANEL, BRICK	2025 BRICK
3	VERTICAL PANEL, BRICK	2025 BRICK
4	VERTICAL PANEL, BRICK	2025 BRICK
5	VERTICAL PANEL, BRICK	2025 BRICK
6	VERTICAL PANEL, BRICK	2025 BRICK
7	VERTICAL PANEL, BRICK	2025 BRICK
8	VERTICAL PANEL, BRICK	2025 BRICK
9	VERTICAL PANEL, BRICK	2025 BRICK
10	VERTICAL PANEL, BRICK	2025 BRICK
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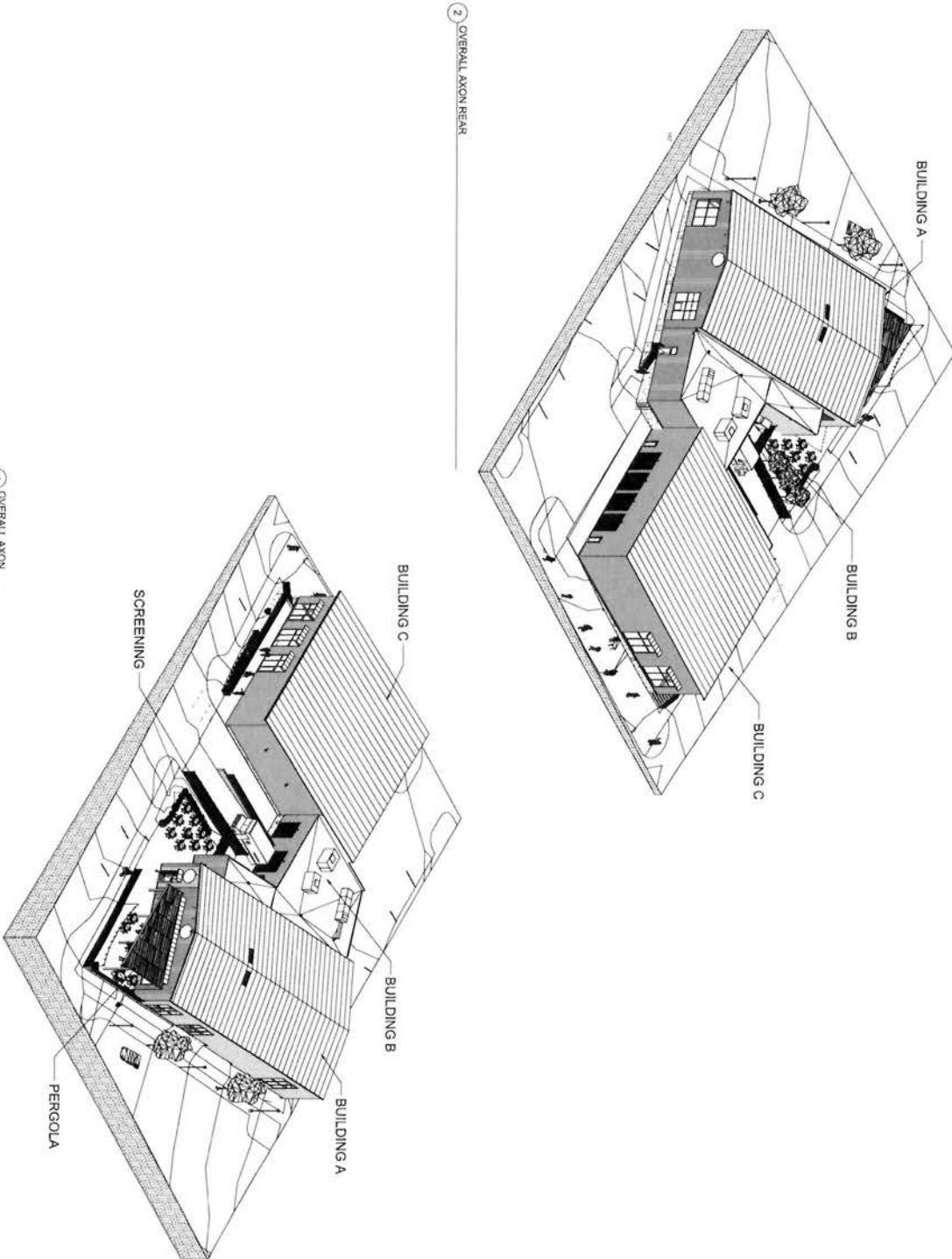
PRELIMINARY NOT FOR CONSTRUCTION

PROPOSED ADDITIONAL, REMODEL, NEW BUILDING FOR:  
**Mandel - Maker's Row**



**ANDERSON-ASHTON, INC.**  
 ARCHITECTS  
 1000 W. 10TH STREET, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1100  
 www.anderson-ashton.com

PROJECT NO:  
 SHEET NO:  
 DATE:  
 A201



AG01

Mandel - Maker's Row

DATE: 01/15/16  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]  
 PROJECT: [illegible]  
 SHEET NO.: [illegible]



ANDERSON-  
 ASHTON, INC.  
 11100 - [illegible]  
 [illegible]  
 [illegible]

PRELIMINARY NOT FOR CONSTRUCTION

# SoNa Apartments

6700 W National Avenue  
West Allis, WI 53214

## Planning Commission Submittal

11.06.20

**ARCHITECT/UNUSUATE ARCHITECT**  
**Zimmerman**  
ARCHITECTURAL STUDIOS, INC.  
2727 West Vero Avenue | Madiswi WI 53218 | zask@zsk.com

TEL: 414 254 2800  
FAX: 414 254 2800

**STRUCTURAL ENGINEERS**  
**HARWOOD**  
**ENGINEERING**  
**CONSULTANTS**  
2611 North 27th Street  
Milwaukee, WI 53207  
Tel: 414.425.5200 Fax: 414.425.5200 harwood@ed.com

**CIVIL ENGINEERS**  
**Pinnacle Engineering Group**  
**WISCONSIN OFFICE**  
1325 SOUTH MOHAWCK AVENUE  
SHEPARDVILLE, WI 53085  
(262) 754-8888  
WWW.PINACPLEENGINEERING.COM

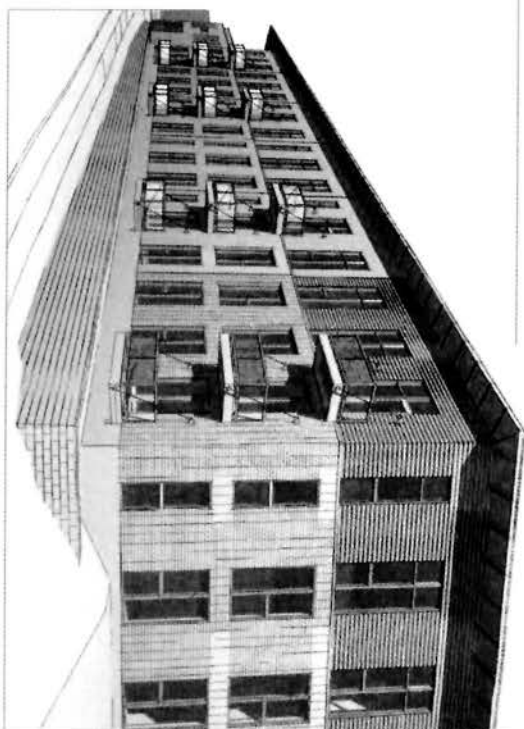
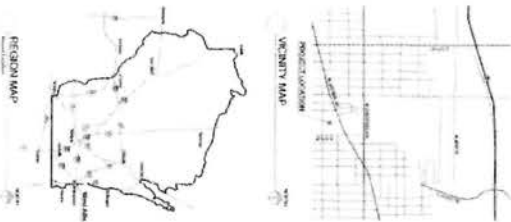
**DEVELOPER**  
**MANDEL GROUP**

**Zimmerman**  
ARCHITECTURAL STUDIOS, INC.

2020 West Vero Avenue | Madiswi, WI 53218 | zask@zsk.com  
TEL: 414 254 2800  
FAX: 414 254 2800

**SHEET INDEX**

1.0 SITE PLAN  
2.0 FLOOR PLANS  
3.0 SECTION  
4.0 EXTERIOR WALLS  
5.0 EXTERIOR ROOFING  
6.0 EXTERIOR FINISHES  
7.0 EXTERIOR WALLS  
8.0 EXTERIOR ROOFING  
9.0 EXTERIOR FINISHES  
10.0 EXTERIOR WALLS  
11.0 EXTERIOR ROOFING  
12.0 EXTERIOR FINISHES



NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	ISSUED FOR PERMIT	11/06/20	J. ZASK		
2	ISSUED FOR PERMIT	11/06/20	J. ZASK		
3	ISSUED FOR PERMIT	11/06/20	J. ZASK		
4	ISSUED FOR PERMIT	11/06/20	J. ZASK		
5	ISSUED FOR PERMIT	11/06/20	J. ZASK		
6	ISSUED FOR PERMIT	11/06/20	J. ZASK		
7	ISSUED FOR PERMIT	11/06/20	J. ZASK		
8	ISSUED FOR PERMIT	11/06/20	J. ZASK		
9	ISSUED FOR PERMIT	11/06/20	J. ZASK		
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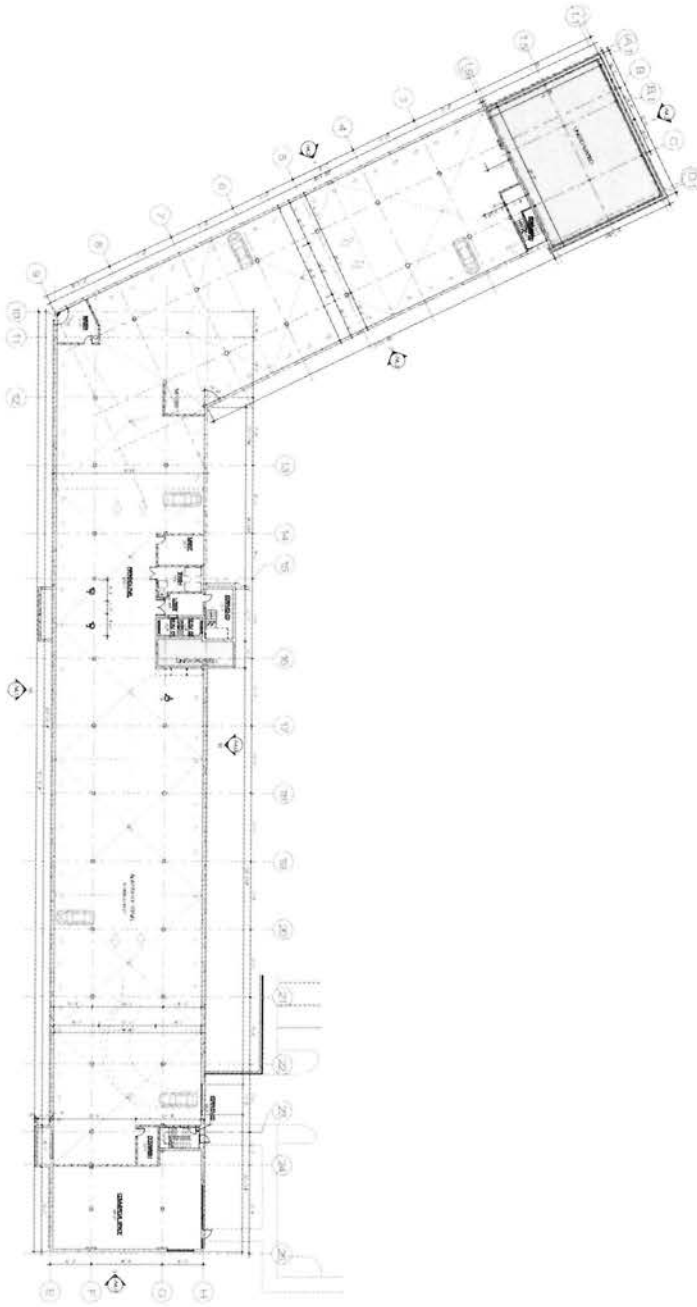
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Scale: TITLE 9 FEET

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TO:0



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**MANDAL GROUP**

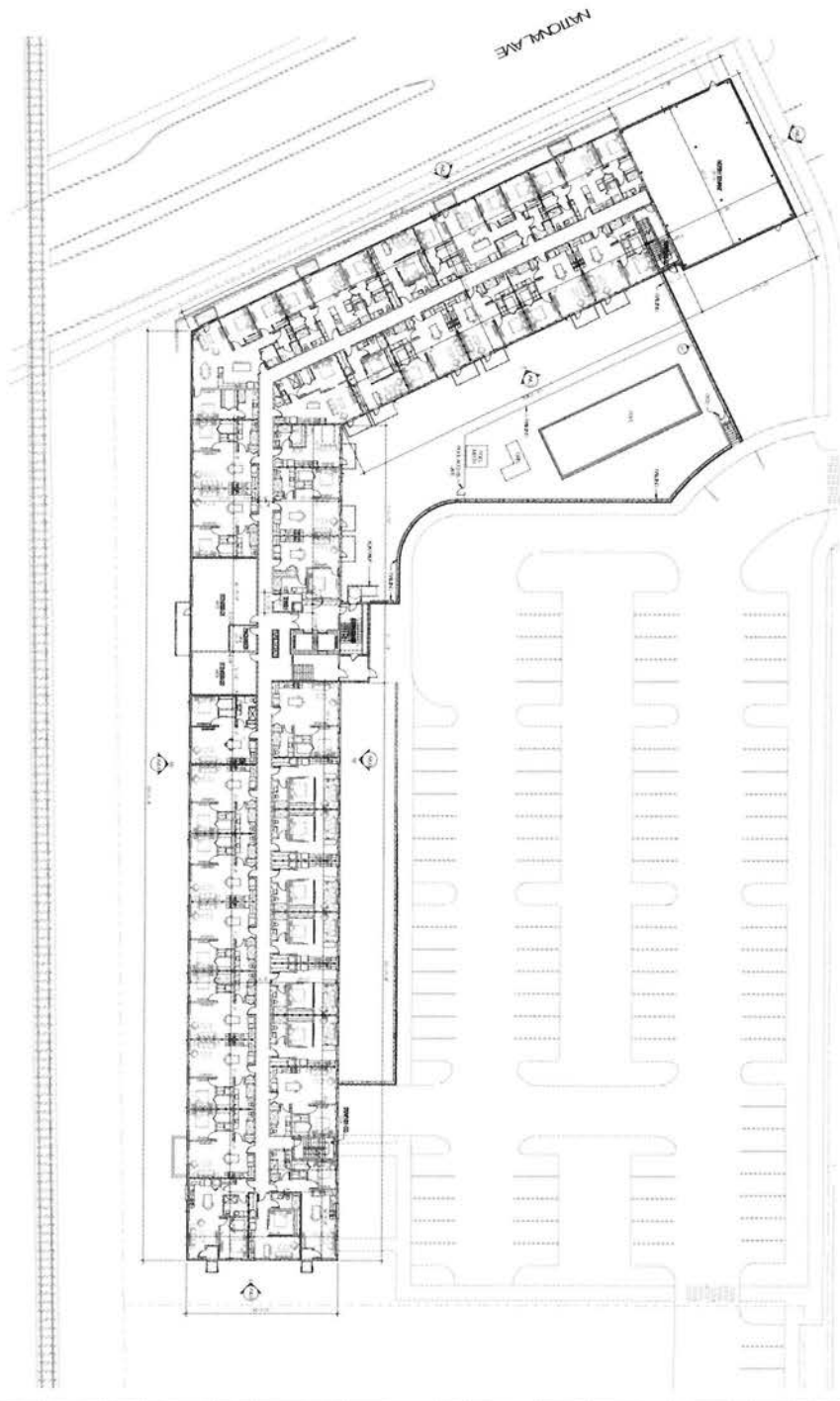
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PROJECT: **FARMER'S MARKET**  
DATE: **08/11/10**

DESIGNER: **Zimmerman Architects**  
SCALE: **AS SHOWN**

**A2.0**



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 ARCHITECTURAL STUDIO, INC.  
 250 West Main Street | Madison, WI 53701 | 608.451.9100  
 TELEPHONE: 608.476.3500  
 FACSIMILE: 608.476.3500

**CHANDLER GROUP**

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DATE: 08/24/2011  
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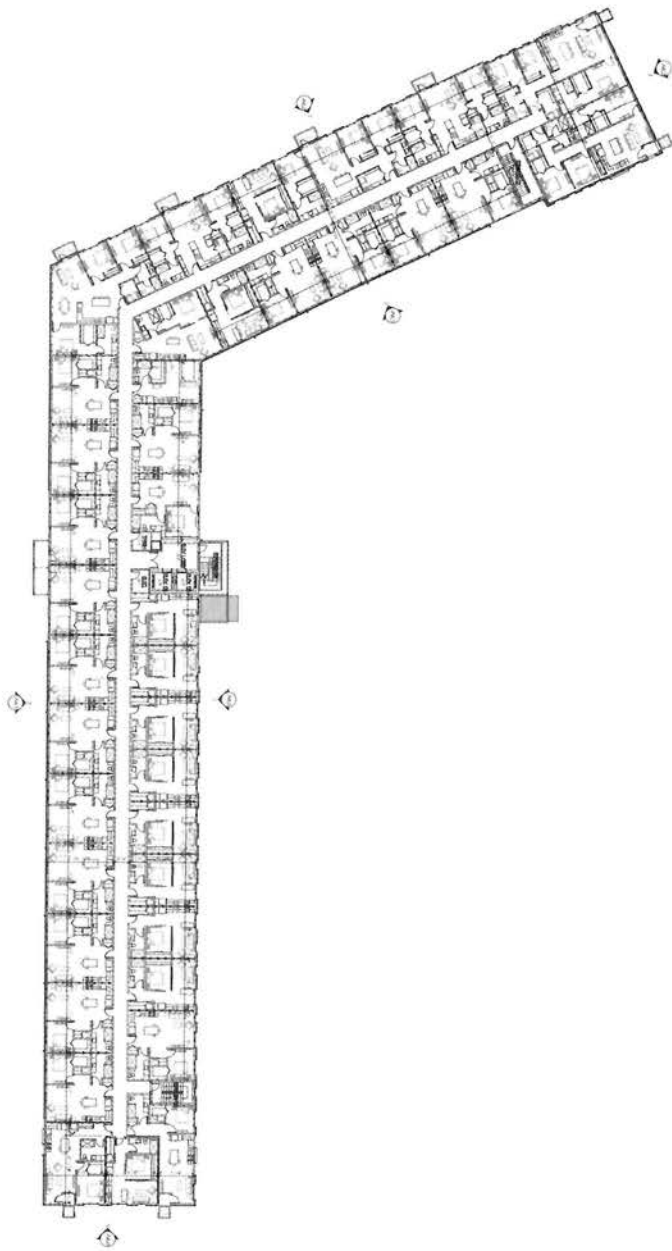
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NO.	DATE	DESCRIPTION

Project: **RENTAL OFFICE BUILDING**  
 Location: **MINTON AVE**  
 Client: **CHANDLER GROUP**  
 Architect: **ZIMMERMAN ARCHITECTURAL STUDIO, INC.**  
 Date: **08/24/2011**  
 Time: **10:00 AM**

**A21**





**zimmerman**  
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210 W. First Street, Suite 200 | Madison, WI 53702 | zimmerman.com  
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FAX: 608.263.4500

**MANDEL GROUP**

Scale: As Shown

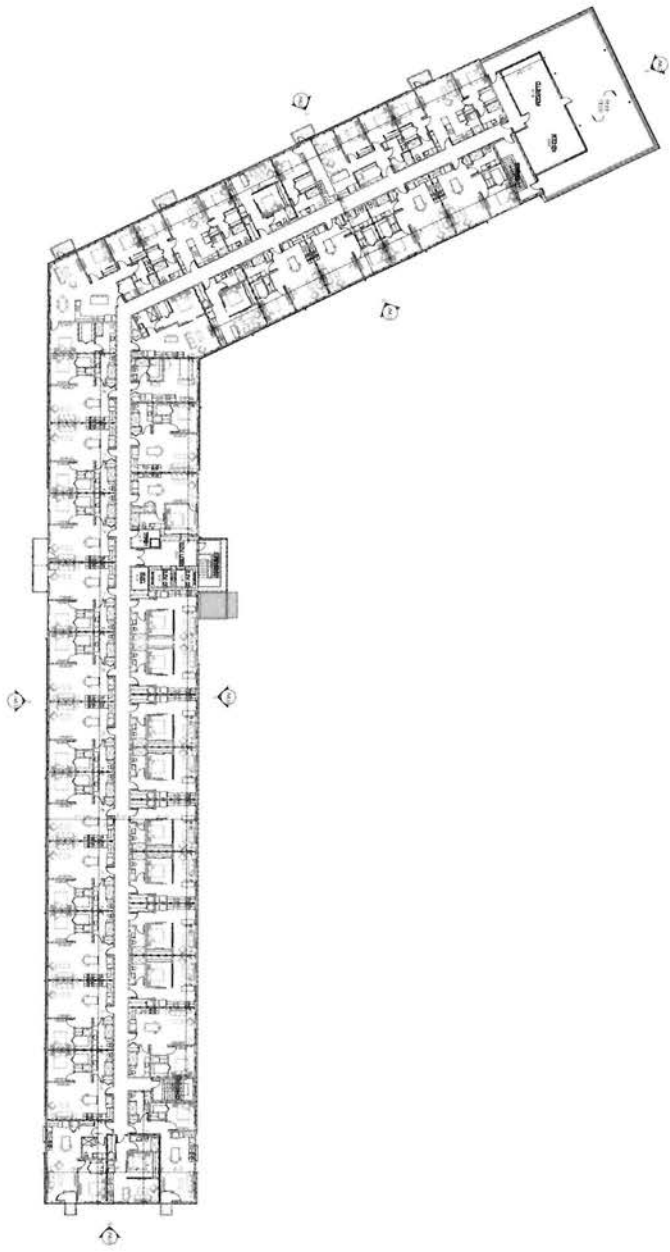
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PROJECT: [Project Name]



**SECTION C-C**  
- ELEVATION

**A22**



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250 W. North Dear Street | Madison, WI 53703 | zimmerman.com  
TEL: 608.226.4200 FAX: 608.226.4202

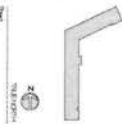
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3330 Astor Drive  
Madison, WI 53704

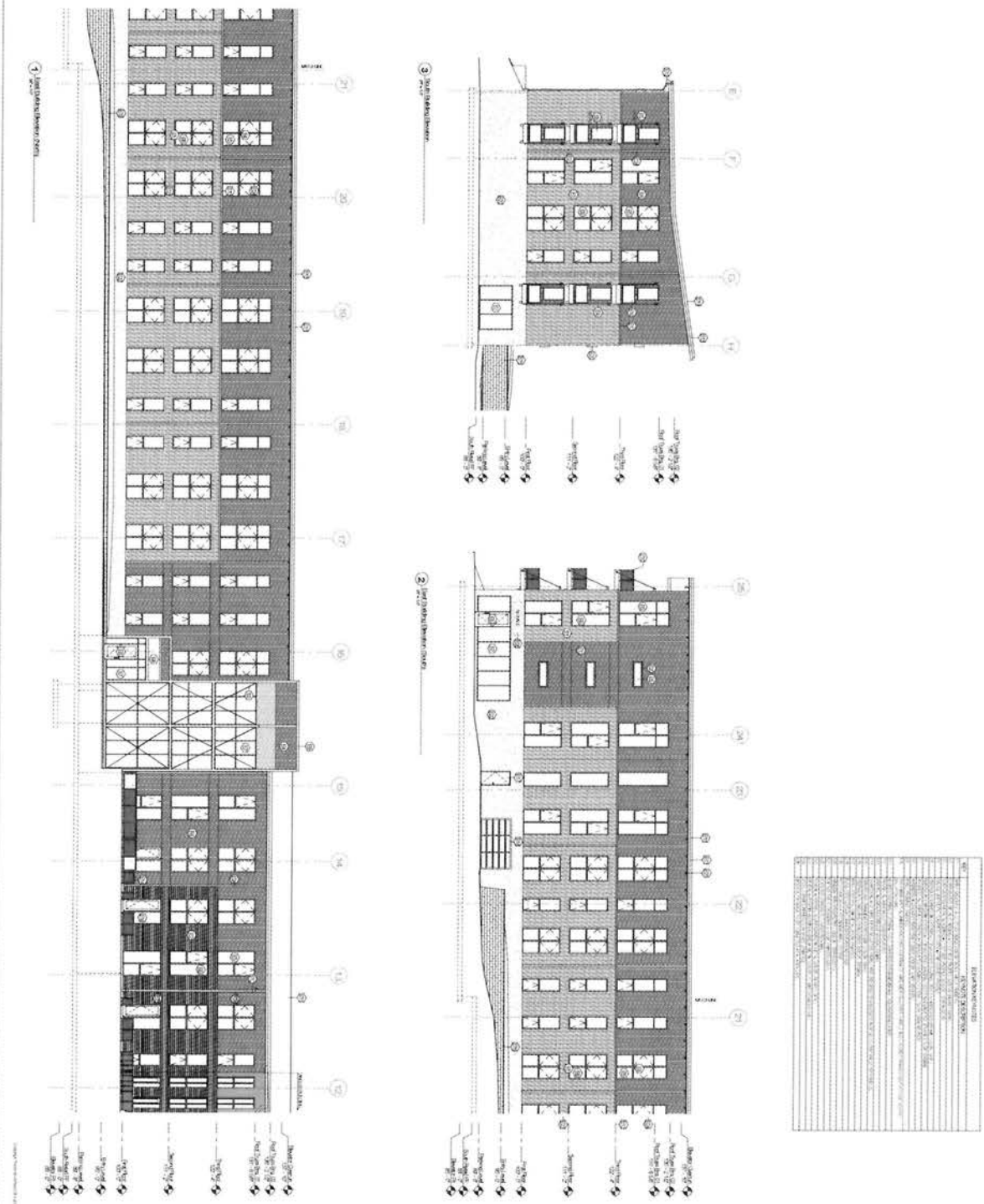
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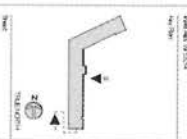


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 TEL: 603.437.0000  
 FAX: 603.437.8992

**CHANDLER GROUP**

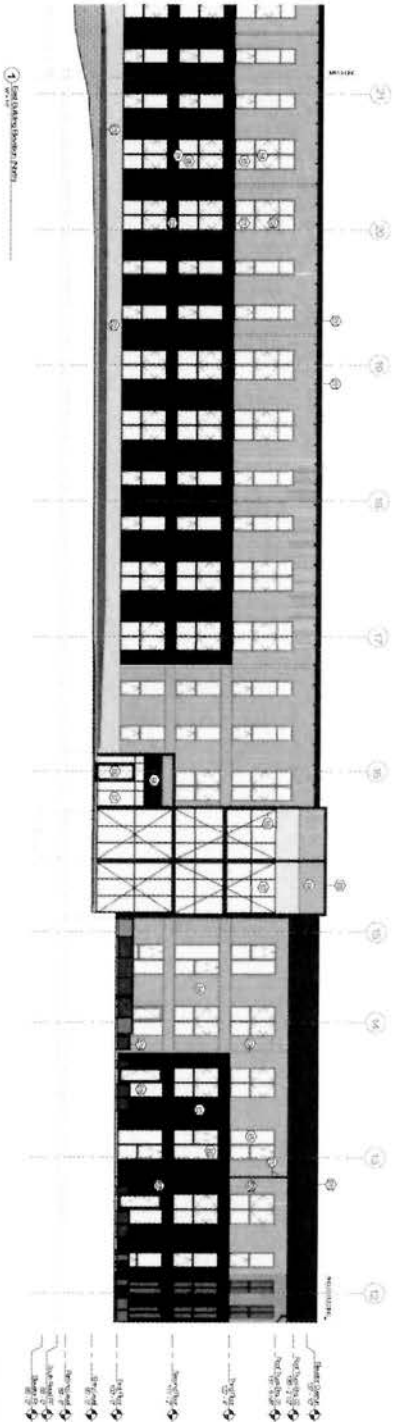
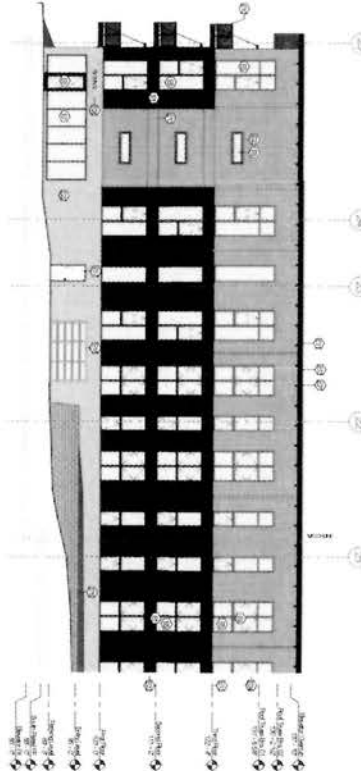
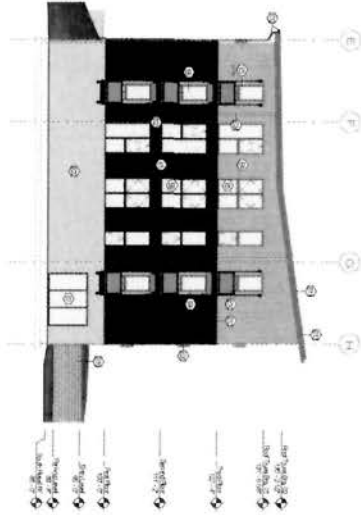
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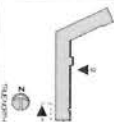
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 150 West 10th Street | Suite 1000 | New York, NY 10011  
 TEL: 212 675 1000 | FAX: 212 675 1001  
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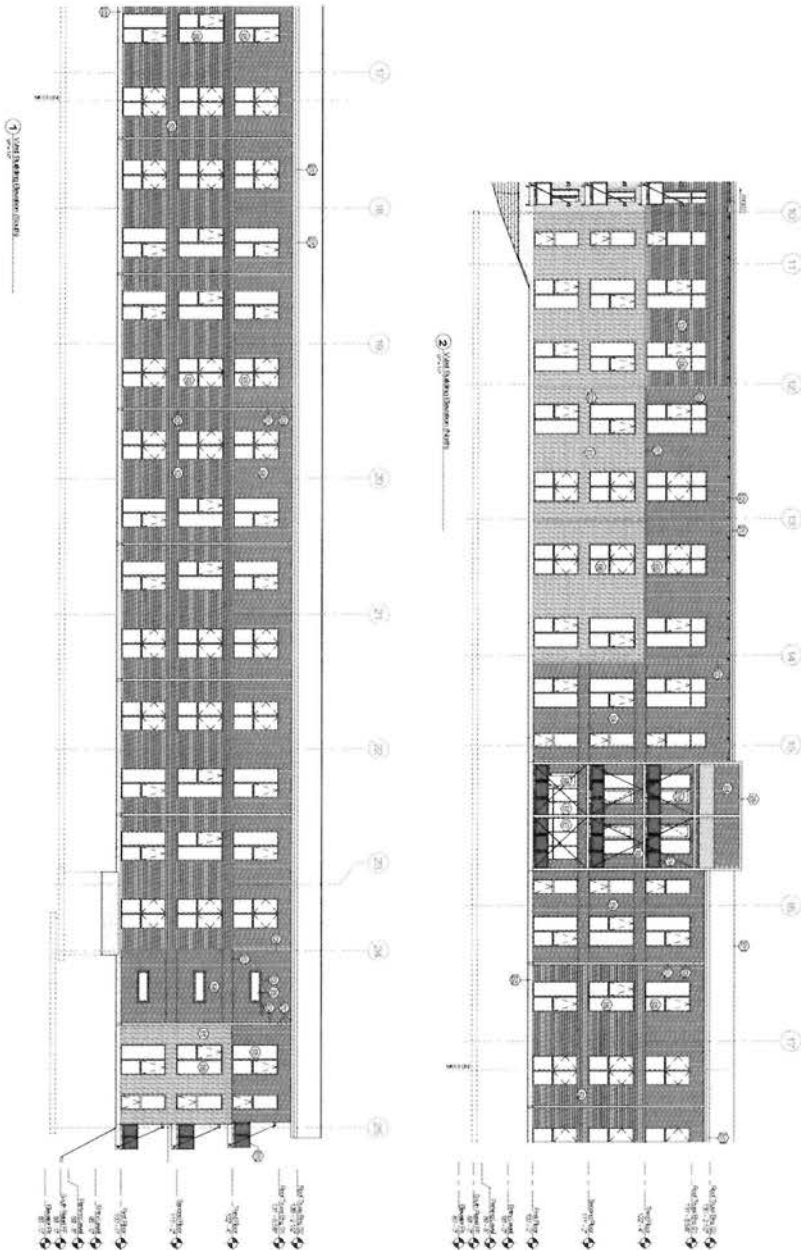
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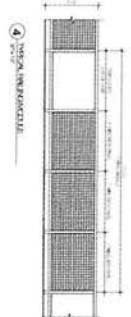
1200 North Union Avenue | Madison, WI 53701 | info@zimmerman.com  
TELEPHONE: 608.476.8500  
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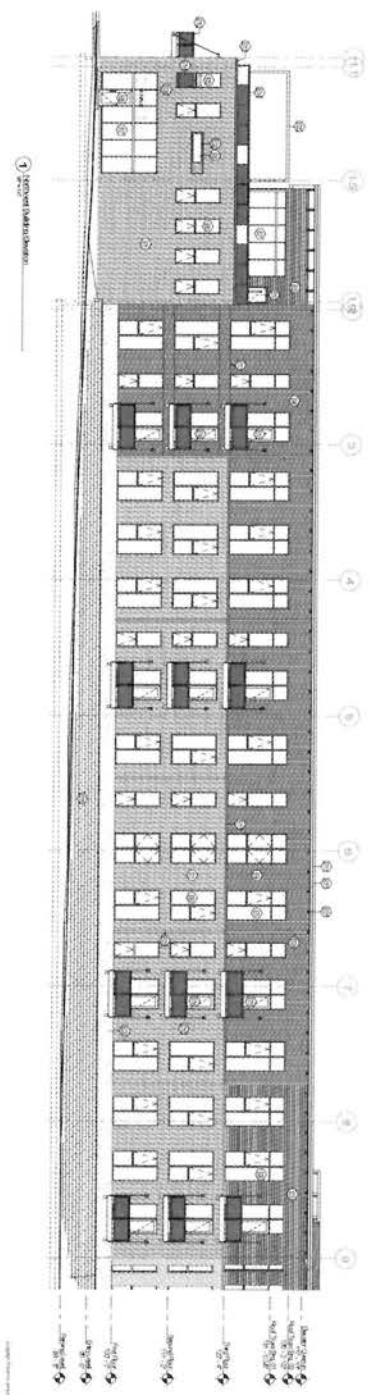
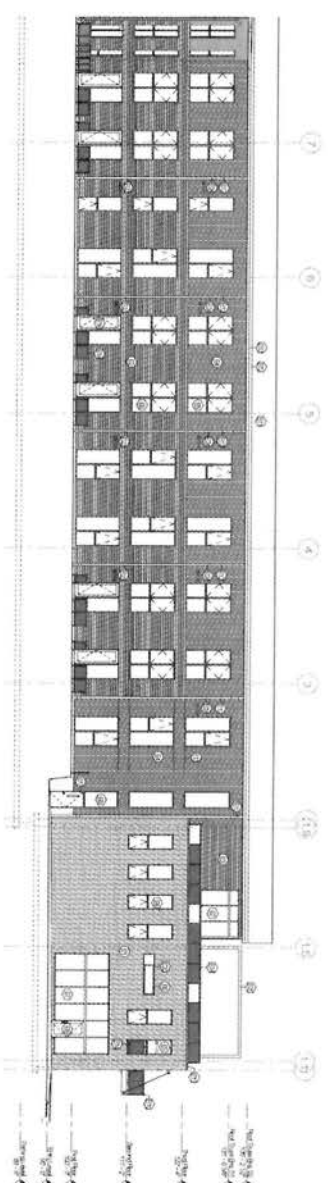
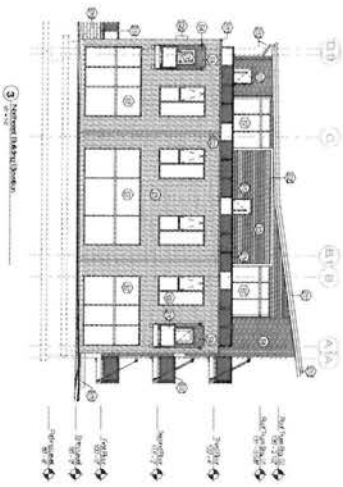
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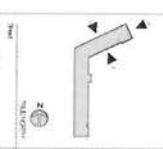
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 1425 N. ZIMMERMAN BLVD. | MADISON, WI 53704

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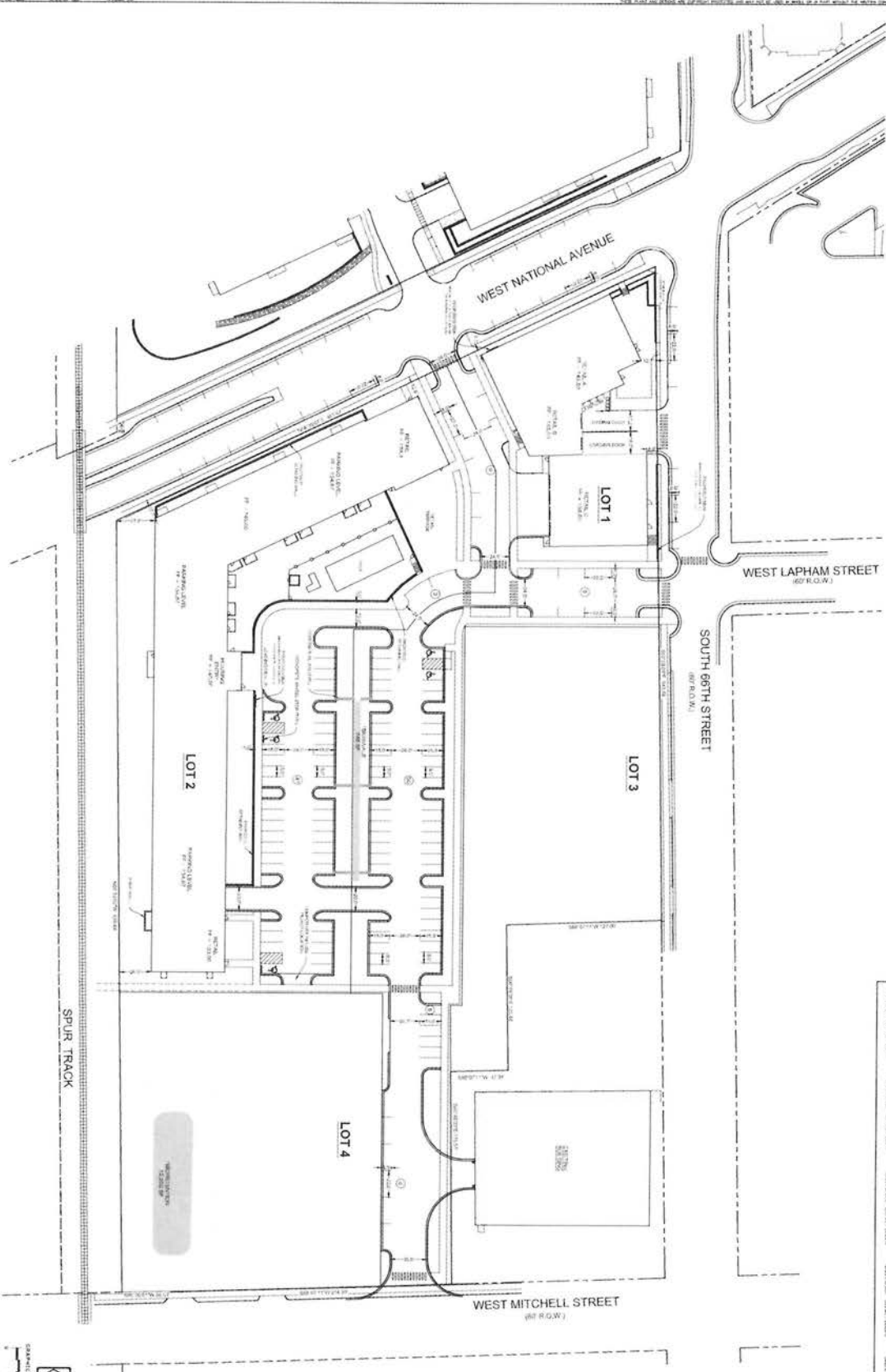
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**LEGEND**

[Symbol]	EXISTING BUILDING FOOTPRINT
[Symbol]	PROPOSED BUILDING FOOTPRINT
[Symbol]	PROPOSED DRIVE AND PARKING SPACE
[Symbol]	PROPOSED DRIVE AND PARKING SPACE (NOT TO SCALE)

**PARKING DATA**

LOT	TYPE	NO.
LOT 1	RESIDENT	10
LOT 2	RESIDENT	10
LOT 3	RESIDENT	10
LOT 4	RESIDENT	10
TOTAL	RESIDENT	40

**SITE DATA**

LOT	AREA (SQ. FT.)	PERCENT COVERED	PERCENT OPEN	PERCENT IMPERVIOUS	PERCENT PERMEABLE
LOT 1	10,000	10%	90%	10%	90%
LOT 2	10,000	10%	90%	10%	90%
LOT 3	10,000	10%	90%	10%	90%
LOT 4	10,000	10%	90%	10%	90%
TOTAL	40,000	40%	60%	40%	60%

## EXHIBIT I

### STORMWATER MANAGEMENT PRACTICES

#### **Stormwater Management Practices Included in this Agreement:**

- All site storm sewer pipes and structures
- Wet Pond
- Dry Pond
- Infiltration Pond, Bioretention Facility, Rain Garden
- Stormwater Conveyance Channel
- Pervious pavement system (poured-in-place concrete, poured-in-place asphalt, concrete pavers, brick pavers, plastic grid pavers – *specify which are included*)

#### **Specific Inspection and Maintenance Requirements:**

##### Short Term Maintenance(during construction and/or restoration):

- The Owner or contractor shall perform inspection of all facilities during construction and until site stabilization.
- Inspections during construction shall be weekly and/or after a rainfall event of 0.5" or more.
- Repairs necessary to restore the facility to design performance will be made within 48 hours of the inspection.
- Deficiencies include, but are not limited to, rill erosion, sediment deposition in the infiltration pond or behind perimeter control, and deposition of sediment on the tracking pad.
- Tracking on the public right-of-way shall be inspected regularly during days that construction traffic is leaving the construction site. Any excessive sediment tracked onto the public right-of-way shall be scraped immediately. Thorough sweeping, with appropriate equipment that physically picks up and removes the sediment (vs. pushing it to other locations within the public right-of-way) shall be conducted at the end of each working day during construction activities.

##### Long Term Maintenance:

- Inspector qualifications for Long Term Maintenance: Inspectors under this item shall maintain a current Registered Professional Engineer License in the State of Wisconsin or possess an alternate certification approved by the City of West Allis' Building Inspection and Neighborhood Services Department.
- All stormwater provisions constructed as part of this project are permanent in location and function over time. The constructed stormwater provisions such as wet ponds, dry ponds, infiltration ponds, inlet filters, and storm structures shall not be removed or significantly altered without written permission from the City of West Allis' Building Inspection and Neighborhood Services Department. Owner shall maintain records of inspections and maintenance as described below in accordance with Section 98-410 of the City of West Allis Municipal Code of Ordinances. Inspections and maintenance reports shall be submitted to the City of West Allis' Building Inspection and Neighborhood Services Department on an annual basis.
- Stormwater Management Practices showing signs of soil erosion should be repaired. Stormwater Management Practices or parts of practices with no vegetation shall be restored to good vegetated catch.
- Inspections of **wet ponds** shall be done at least semi-annually in early spring and early fall. Ponding depths shall be verified to be at least 3.5 feet. If portions are less than this depth, dredging must be performed to restore sufficient ponding depth, preferably to a 5 foot minimum depth.

- Inspections of **dry ponds** shall be done at least semi-annually in early spring and early fall. Any indication of sediment build-up shall be noted and appropriate sediment removal shall be undertaken.
- Inspections of **infiltration ponds, bioretention facilities, and rain gardens** shall be done at least semi-annually in early spring and early fall. Infiltration area inspections shall include spreader and overflow spillway for indication of failure. Note the condition of vegetation as part of inspection. If standing water is observed over 50% of the pond floor 3 days after rainfall, the practice is considered clogged and efforts should be undertaken to unclog it. Acceptable efforts include removing the top 2 to 3 inches, chisel plowing and adding engineered compost material. If deep tilling is used, the practice shall be drained and the soils dried to a depth of 8 inches. After procedures, the owner /operator shall reseed or replant vegetation per qualified vegetation management consultant recommendations.
- **Pervious pavement systems** shall be inspected at least 3 times per year (eg: early spring, early summer, and early fall). Inspections are recommended to be made during or shortly after heavy rainfalls (eg: 1" or more over the area of the pervious pavement system within a 24 hour period). An alternative to inspecting during heavy rainfalls would be to apply sufficient water onto the pervious pavement system to simulate a heavy rainfall. If ponding occurs, the owner shall cause an investigation to be made for the reason for failure and notify the City of West Allis' Building Inspection and Neighborhood Services Department of the failure. If sediment, leaves, or other debris are apparent, the owner shall coordinate vacuuming the pervious pavement system with an appropriately sized vacuum sweeper. After vacuuming, the pervious pavement system shall be tested and inspected again. If ponding still occurs, the owner shall coordinate the necessary repairs and/or replacement as approved by the City of West Allis' Building Inspection and Neighborhood Services Department.

EXHIBIT J

ESTIMATED INITIAL BUDGET

Lots 1 - Lot 4 Easement Area  
Estimated Annual Operating Budget

INCOME

Lot 1	15%	\$	2,955
Lot 2	55%	\$	10,835
Lot 3	15%	\$	2,955
Lot 4	15%	\$	2,955

Total Income		\$	<u>19,700</u>
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OPERATING EXPENSES

Real Estate Taxes		\$	-
Property Insurance		\$	1,500
Professional Fees - Reimbursable		\$	500
Janitorial Services & Supplies		\$	500
Waste Removal		\$	500
Snow Removal		\$	3,500
Landscape & Grounds Maintenance		\$	5,500
Parking Lot Surface Maintenance		\$	2,500
Utilities		\$	1,800
General Maintenance		\$	1,000
Security Services		\$	-
Management & Administrative Fees		\$	2,400

Total Estimated Operating Expenses		\$	<u>19,700</u>
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