



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

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

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

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

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

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

45 **6. Easement Agreement.** At the Closing, the parties shall record an Easement Agreement  
46 against the Property to maintain a Public Alley per the attached CSM ("Alley"). The Easement  
47 Agreement will provide for public ingress and egress, the access, repair, and operation of the Alley.

48 **7. As Is, Where Is.**

49 **A.** Sale. The sale of the Property to the Developer hereunder shall be **AS IS, WHERE IS,**  
50 with all faults and without representation or warranty of any kind except as expressly  
51 provided in this Agreement and in the documents delivered at Closing. Any other warranties  
52 or representations of any kind made either orally or in writing by any agent or representative  
53 of the Authority or anyone purporting to be an agent or representative of the Authority shall  
54 be of no force and effect. Except as expressly provided in this Agreement and in the  
55 documents delivered at Closing, the Developer hereby acknowledges that it does not rely  
56 upon any representation or warranty made by the Authority or by the Authority's agents and,  
57 except as expressly provided in this Agreement and in the documents delivered at Closing,  
58 none have been made.

59 **B.** Developer's Investigation. Prior to Closing, the Developer, with the cooperation and  
60 assistance of the City and the Authority as provided in this Agreement, will have investigated  
61 and will have knowledge of operative or proposed governmental laws and regulations  
62 (including, but not limited to, zoning, environmental and land use laws and regulations) to  
63 which the Property is or may be subject and, based upon the foregoing, the Developer shall  
64 accept the Property upon the basis of its review and determination of the applicability and  
65 effect of such laws and regulations, except as expressly provided in this Agreement.

66 **C.** Warranties. The Developer further acknowledges that Authority, its agents and  
67 employees and other persons acting on behalf of the City and the Authority have made no  
68 representation or warranty of any kind in connection with any matter relating to the condition,  
69 value, fitness, use or zoning of the Property upon which the Developer has relied directly or  
70 indirectly for any purpose other than as may be expressly provided in this Agreement and in  
71 the documents delivered at Closing.

72 **8.** Environmental. Upon Closing, the Developer shall be responsible for all costs associated  
73 with environmental remediation and all general site preparation in accordance with the Remedial  
74 Action Plan approved by the Wisconsin Department of Natural Resources.

75 **9. Conditions of Closing.**

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

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

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

91 (3). Payment of Purchase Price. The Developer shall pay the Purchase Price  
92 outlined in the above Section 3.

93 (4). Execution and Delivery of Development Agreement, Memorandum of  
94 Agreements and Related Documents. Developer shall have executed and delivered  
95 the Development Agreement in form and substance reasonably acceptable to the

96 Parties (the “Development Agreement”), the Development Financing Agreement in  
97 form and substance reasonably acceptable to the Parties (the “Development  
98 Financing Agreement”), Park Agreement, the Memorandum (as defined in Section 11  
99 below); the Guaranty of Completion in form and substance reasonably acceptable to  
100 the Parties to be executed by JH3 LLC (the “Completion Guaranty”), and the  
101 Easement Agreement in the form and substance reasonably acceptable to the  
102 Parties.

103 (5). Representations. Each of the representations and warranties of the  
104 Developer in this Agreement shall be true and correct in all material respects as of  
105 the Closing Date.

106 (6). Public Space. The Developer shall agree to create a public space located on  
107 the Southwest Corner of the 6400 Block as outlined in **Exhibit B**.

108 (a) The Public Space will be deeded to the City upon completion of the  
109 Project.

110 (b) The Developer shall construct and install the Public Space per the  
111 Plans Approved by the City on \_\_\_\_\_ 2024.

112 (c) The Developer and or its assigns shall be responsible for the  
113 maintaining of the Public Space including all concrete work, landscaping  
114 maintenance and replacement, grass cutting, trash and refuse collection,  
115 snow removal, lighting, etc.

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

120 (7). Termination. In the event the conditions listed above (the West Allis  
121 Conditions) have not been satisfied or waived by West Allis on or before the Closing  
122 Date, then West Allis may terminate this Agreement by written notice to the Developer  
123 given on or before the Closing Date; provided, however, if West Allis Conditions set  
124 forth in subparagraphs (1), (2), (4), (5) and (6) have not been satisfied or waived by such  
125 date, West Allis will allow for an extension of this deadline if requested by the  
126 Developer, provided that Developer can demonstrate that it is pursuing satisfaction of  
127 the conditions in good faith and with due diligence. In case of such termination, no  
128 Party shall have any further liability under this Agreement except as specifically set  
129 forth as surviving termination.

130 **B. Developer's Contingencies to Closing**. The obligation of the Developer to  
131 consummate the transaction contemplated hereby is subject to the fulfillment of all the  
132 following conditions (the "Developer Conditions") on or before the Closing Date as indicated  
133 below (all of which may be waived by the Developer in whole or in part, in its sole discretion):

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

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

140 (3). No Litigation. No litigation, threat, investigation, or other proceeding  
141 challenging or affecting the legality of the transaction contemplated by this  
142 Agreement, or seeking the restraint, prohibition, damages or other relief in  
143 connection with this Agreement or the use intended for the Property by the

144 Developer, which would reasonably be expected to have an adverse impact, in any  
145 respect, on the Property or the Developer's intended use, individually or in the  
146 aggregate shall have been instituted or threatened by any person, agency, or other  
147 entity prior to the Closing.

148 (4). Developer's Financing and Approvals.

149 (a) The Developer has secured sources of financing and private equity  
150 with terms reasonably acceptable to the Developer.

151 (b) Developer has secured all necessary approvals and confirmations  
152 that all necessary actions by any governmental instrumentality, agency, or  
153 affiliate (such as but not limited to the Authority and the City) have been taken  
154 for the full execution and performance under this Agreement, the  
155 Development Agreement, the Development Financing Agreement, Park  
156 Agreement, and Easement Agreement.

157 (c) The Authority and the City and any of the other parties thereto shall  
158 have executed and delivered the Development Agreement, the Development  
159 Financing Agreement, Park Agreement, the Memorandum of Agreements,  
160 and the Easement Agreement, as applicable.

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

163 (6). Government Approvals. The Developer shall have confirmed prior to Closing  
164 that the Developer has obtained adequate assurances of the availability of any  
165 governmental permits, easement agreements, licenses, and approvals that are or  
166 may be necessary to develop and use the Property in the manner intended by the  
167 Development Agreement; provided, however, if any such approvals cannot be

168 obtained within said time period, the date for Closing shall be extended for a  
169 reasonable time to allow all approvals to be obtained, provided the Developer is  
170 pursuing such approvals in good faith and with due diligence.

171 (7). Utilities and Access. The Developer shall have been satisfied, in its sole  
172 discretion, with the location, availability, sufficiency and suitability of municipal and  
173 other utilities in connection with the Developer's intended use of the Property. West  
174 Allis makes no representations or warranties concerning the location or the condition  
175 of utilities. The Developer shall have been satisfied, in its sole discretion, that all  
176 access connections to public rights-of-way are available and sufficient to allow  
177 construction and operation of the Project.

178 (8). Due Diligence. The Developer and its lender shall have been satisfied, in their  
179 sole discretion, with the physical condition of the Property, including any  
180 environmental conditions, and with the condition of title to the Property.

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

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

189 (11). No Material Change. There shall not have occurred any change, and no  
190 circumstance shall have occurred, including, without limitation, with respect to the  
191 condition (including, without limitation, the environmental condition) or the zoning or



192 permitting or leasing of the Property except changes caused by Developer or an  
193 affiliate of Developer prior to Closing, or the commencement or continuation of any  
194 condemnation or moratorium affecting the Property which could reasonably be  
195 expected to have an adverse impact, in any respect, on the Property or as set forth in  
196 the Development Agreement, individually or in the aggregate.

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

208  
209

210 **10. Obligations and Title Matters.**

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

212 (1). Subdivision. Prior to the Closing, West Allis shall cause the CSM to be fully  
213 executed and recorded to combine the Property and to legally subdivide parcels.

214 (2). Zoning and Permitting Cooperation. West Allis shall cooperate with the  
215 Developer through the term of this Agreement and shall promptly assist in obtaining

216 and expediting the necessary review by the City and in processing all submissions  
217 and applications in accordance with the applicable City ordinances, such that, as of  
218 the Closing, all zoning approvals necessary for the construction and occupancy of  
219 the Project will have been granted other than those items that are subject to  
220 completion of construction.

221 (3). Due Diligence Documents. West Allis have delivered to the Developer such  
222 documents in the Authority's or the City's possession or under its control and West  
223 Allis shall promptly deliver such additional documents that West Allis may obtain  
224 hereafter, as may be requested by the Developer for purposes of evaluating the  
225 Property and its ability to use the Property for the use intended by the Developer  
226 under this Agreement (collectively, the "Due Diligence Documents").

227 (4). Operation and Maintenance of the Property before Closing. Between the  
228 Effective Date and the Closing, West Allis covenants and agrees that it will:

229 (a) continuously maintain in full force and effect liability insurance  
230 coverage with respect to the Property, as typically maintained in the City's  
231 and Authority's ordinary course of business in addition to that insurance.

232 (b) refrain from entering any new lease, easement, agreement, or  
233 contract affecting the Property unless approved by the Developer in writing  
234 (which approval may be granted or withheld in the Developer's sole  
235 discretion); and

236 (c) not do or permit to be done any act with respect to the Property that  
237 would adversely affect or make more expensive the Developer's intended use  
238 thereof as set forth in the Development Agreement.

239 **B. Approvals.** The Developer is responsible, at its sole cost, to seek to obtain all  
240 necessary governmental approvals and financing without contingencies as may be required  
241 for the Developer’s intended use of the Property as set forth in the Development Agreement.

242 **C. Title Evidence and Documents.**

243 (1). Title Commitment. The Developer shall obtain and pay for prior to or at  
244 Closing a commitment (the “Title Commitment”) from First American Title Insurance  
245 Company (the “Title Company”) to issue an owner’s policy of title insurance (the  
246 “Title Policy”) to the Developer or its permitted assigns in the amount of the Purchase  
247 Price of the Property or such higher amount as reflects the Developer’s projected  
248 development costs for the Project which Title Commitment shall show West Allis title  
249 to be merchantable as of the Closing Date, subject only to such liens as will be paid  
250 out of the proceeds of closing and such exceptions to title which will not  
251 unreasonably inhibit, prohibit or impair the Developer’s use of the Property for the  
252 Developer’s intended uses as set forth in the Development Agreement and which are  
253 approved by Developer in writing (“Permitted Encumbrances”). West Allis shall  
254 release, or cause to be released, any encumbrances in favor of the West Allis other  
255 than Permitted Encumbrances.

256 (2). Survey. The Developer shall be responsible for obtaining and paying for an  
257 ALTA/ASCM all-urban standards survey (“Survey”) of the Property.

258 (3). Objections. The Developer, at least fifteen (15) calendar days prior to Closing  
259 shall submit to West Allis in writing a list of matters affecting the Property to which  
260 the Developer objects (“Title Objections”). Such Title Objections shall not have been  
261 caused by Developer Contractor, or any of their affiliates. West Allis shall have ten  
262 (10) calendar days to remove or cause the Title Company to insure over the Title

263                   Objections. Failure of West Allis to notify Developer that said objections will be  
264 removed or waived constitutes refusal of West Allis to agree to such waiver or  
265 removal. The Developer reserves the right to approve the means and methods by  
266 which the West Allis proposes to remove or cause the Title Company to insure over  
267 the Title Objections. If West Allis is unable or unwilling to remove the Title Objections  
268 to the Developer's satisfaction, the Developer shall have five (5) days from the  
269 expiration of such ten (10) day period, to deliver written notice to the West Allis  
270 waiving the Title Objections. If the Developer does not waive the Title Objections,  
271 then this Agreement shall be null, and void and both the Developer and West Allis  
272 shall have no further liabilities under this Agreement.

273                   **D.     Assessments.** As of the date hereof and as of the Closing Date, the Property is not  
274 and will not be subject to real estate taxes or assessments. The West Allis represents to the  
275 Developer that there are no special assessments or charges outstanding for public  
276 improvements that have been made, or will have been made, against the Property that have  
277 not been paid.

278                   **11.   Memorandum of Agreements.** West Allis and the Developer agree that, on or before  
279 Closing, they will execute a Memorandum of this Agreement, the Development Financing  
280 Agreement, Park Agreement, Easement Agreement, and the Development Agreement to be recorded  
281 in the Office of the Register of Deeds of Milwaukee County, Wisconsin (the "Register's Office")  
282 against the Property in substantially the form to be attached hereto as **Exhibit D** (the  
283 "Memorandum"). The Parties further agree that the Memorandum shall be recorded prior to the  
284 Developer attaching any mortgage, lien, or other encumbrance on the Property except for any  
285 mortgage or lien granted to a lender in connection with its construction and permanent loans on the  
286 Property.

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

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

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

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

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

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

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

297 **13. Representations and Warranties.**

298 **A. West Allis Representations and Warranties.** West Allis hereby represents and  
299 warrants that as of the date hereof and as of the Closing Date:

300 (1). Organization; Good Standing. The City as a municipal corporation under the  
301 laws of the State of Wisconsin and the Authority as a Community Development  
302 Authority duly organized and validly existing under Sec. 66.1335 of the laws of the  
303 State of Wisconsin. The City and the Authority have full power and authority to sell,  
304 own, or hold under lease its properties and assets and to carry on its business as  
305 presently conducted, to enter into this Agreement, and to carry out the transactions  
306 contemplated hereby.

307 (2). Authorization. The execution and delivery of this Agreement and the  
308 consummation by West Allis of the transaction contemplated hereby are within the  
309 power and authority of West Allis and have been duly authorized by all necessary

310 actions on the part of the Community Development Authority and the persons  
311 executing this Agreement on behalf of West Allis have been duly authorized.

312 (3). No Violation or Conflict. The execution, delivery, and performance of this  
313 Agreement by West Allis does not and will not conflict with or violate any law,  
314 regulation, judgment, deed restriction, order, decree, or any contract or agreement  
315 to which West Allis is a party or by which it is bound.

316 (4). Floodplain. No part of the Property is in a floodplain, flood hazard area, shore  
317 land, wetland, or similarly restricted area.

318 (5). Liens. There are no Liens on the Property naming West Allis regarding work  
319 performed or materials furnished for lien able work on the Property.

320 (6). Leases. There are no written or oral leases, occupancy agreements or rights  
321 of possession affecting the Property.

322 (7). Service Agreements. There is no existing service, maintenance,  
323 management, or any other agreements regarding the Property.

324 (8). No Default, Violation or Litigation. Regarding the Property and, to West Allis  
325 knowledge, West Allis are not in violation of any regulation, law, order of any court,  
326 federal, state, or municipal, or other governmental department, commission, board,  
327 bureau, agency or instrumentality, or restriction or covenant contained in any  
328 agreement or document of title (including, without limitation, legislation, regulations  
329 and agreements applicable to environmental protection, civil rights, public and  
330 occupational health and safety), nor has West Allis received any notice of  
331 noncompliance that has not been remedied, except as set forth in subsection (9)  
332 below as to certain environmental conditions. To West Allis' , there are no lawsuits,  
333 proceedings, claims, governmental investigations, citations or actions of any kind

334 pending or threatened against West Allis or against the Property nor is there any basis  
335 known to West Allis for any such action, and there is no action, suit or proceeding by  
336 any governmental agency pending or threatened which questions the legality, validity  
337 or propriety of the transaction contemplated hereby nor is there any basis known to  
338 West Allis for any such action.

339 (9). Laws. Except for the exhibits and schedules attached to this Agreement  
340 relating to environmental condition and any documents listed thereon, there is no  
341 government agency or court order requiring repairs, alterations, or corrections of or  
342 relating to the Property or any condition which might be cause for any such order, and  
343 to West Allis' knowledge, the Property complies with all laws. Further, except for  
344 documents provided to Developer as part of the Due Diligence Documents relating  
345 to the environmental condition, to West Allis' knowledge, there is no violation of any  
346 law or any building, zoning, environmental, or other ordinance, code, rule, or  
347 regulation and no notice from any governmental body or other person has been  
348 served upon West Allis' or upon the Property, claiming the violation of any such law,  
349 ordinance, code rule, or regulation; there are no legal actions, suits, or administrative  
350 proceedings, including condemnation, pending or threatened against the Property.  
351 West Allis has provided to the Developer all materials in the possession related to  
352 known environmental conditions of the Overall Project Site.

353 (10). Warranty. West Allis acknowledges that the warranties and representations  
354 made herein and by West Allis are a material inducement to the Developer entering  
355 into this Agreement, the Developer is entitled to rely upon these warranties and  
356 representations despite independent investigation undertaken by the Developer and

357 that the warranties and representations made here and by West Allis shall survive the  
358 Closing and the execution and delivery of the Deed.

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

361 (1). Organization; Good Standing. The Developer is a Wisconsin limited liability  
362 company duly organized and validly existing under the laws of the State of Wisconsin  
363 and authorized to do business in the State of Wisconsin. The Developer has full  
364 power and authority to acquire and own real estate and to carry on with its business  
365 as presently conducted, to enter into this Agreement, and to carry out the transaction  
366 contemplated hereby.

367 (2). Authorization. The execution and delivery of this Agreement and the  
368 consummation by the Developer of the transaction contemplated hereby are within  
369 the power and authority of the Developer and have been duly authorized by all  
370 necessary actions on the part of the Developer, and the persons executing this  
371 Agreement on behalf of the Developer have been duly authorized.

372 (3). No Violation or Conflict. The execution, delivery, and performance of this  
373 Agreement by the Developer do not and will not conflict with or violate any law,  
374 regulation, judgment, deed restriction, order, decree, or any contract or agreement  
375 to which the Developer is a party or by which it is bound.

376 (4). Litigation. To the Developer's knowledge, there are no lawsuits, proceedings,  
377 claims, governmental investigations, citations or action of any kind pending or  
378 threatened against the Developer, nor is there any basis known to the Developer for  
379 any such action, and there is no action, suit or proceeding by any governmental  
380 agency pending or threatened which questions the legality, validity or propriety of the



381 transactions contemplated hereby nor is there any basis known to the Developer for  
382 any such action.

383 (5). Warranty. The Developer acknowledges that the warranties and  
384 representations made here and by the Developer are a material inducement to West  
385 Allis entering into this Agreement, West Allis is entitled to rely upon these warranties  
386 and representations despite independent investigation undertaken by West Allis that  
387 the warranties and representations made here and by the Developer shall survive the  
388 Closing and the execution and delivery of the Deed.

389 **C. Waiver and Release.** Except to matters otherwise specifically set forth herein,  
390 including this Section 13, in any closing documents signed in connection with this  
391 Agreement, such as, but not limited to, the Development Agreement and the Development  
392 Financing Agreement, if this transaction closes, the Developer agrees to waive, release and  
393 forever discharge West Allis officers, employees and agents or any other person acting on  
394 behalf of West Allis of and from any claims, actions, causes of action, demands, rights,  
395 damages, costs, expenses or compensation whatsoever, direct or indirect, known or  
396 unknown, foreseen or unforeseen, which the Developer now has or which may arise in the  
397 future on account of or in any way growing out of or connected with this transaction. This  
398 waiver and release do not extend to any matter with respect to which West Allis had actual  
399 notice or knowledge prior to Closing and failed to disclose to the Developer or to any breach  
400 of this Agreement.

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

403 **15. Brokers.** West Allis shall be responsible for and shall indemnify and hold the Developer and  
404 its affiliates harmless for any claim for commission made by any agent or broker claiming to have

405 acted on West Allis 'behalf or otherwise in connection with the sale or conveyance of the Property.  
406 The Developer shall be responsible for and shall indemnify and hold West Allis harmless for any  
407 claim for commission made by any agent or broker claiming to have acted on the Developer's behalf  
408 or otherwise in connection with leasing of any portion of the Property.

409 **16. Closing Documentation.**

410 **A.** The Closing on the purchase and sale of the Property shall occur by placing all  
411 documents and funds into a trust or escrow with Title Company, at least one business day  
412 prior to the Closing Date. The Title Company shall prepare a closing statement setting forth  
413 a summary of the Purchase Price and debits and credits to the Developer and West Allis for  
414 Closing. The Title Company shall provide and record at Closing a properly completed  
415 Wisconsin Real Estate Transfer Return. A Payout Letter shall be delivered at Closing for any  
416 mortgages or other liens being satisfied as of the Closing Date.

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

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

422 (2). Development Agreement. The Development Agreement executed by the  
423 Parties.

424 (3). Development Financing Agreement. The Financing Agreement executed by  
425 the City and the Parties.

426 (4). Memorandum of Agreements. The Memorandum executed by the City and  
427 the Parties.

428 (5). Easement Agreement. The Alley Easement Agreement by the Parties.

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

431 (7). Other Documents. Such other documents and instruments reasonably  
432 requested by the Title Company to consummate the transactions contemplated by  
433 this Agreement.

434 (8). Guaranty. The Completion Guaranty executed by Mandel Group, Inc.

435 **17. Possession**. At Closing, the City and the Authority shall deliver to the Developer legal and  
436 physical possession of the Property.

437 **18. Independent Consideration and Project Documents**. In the event the Developer  
438 terminates this Agreement prior to Closing, the Developer shall deliver to West Allis the Survey, the  
439 Title Commitment and any environmental reports prepared for the Developer and shall pay to West  
440 Allis One and No/100 Dollar (\$1.00) as consideration for entering into this Agreement (the  
441 “Independent Consideration”), which amount the Parties bargained for and agreed to as  
442 consideration for the City’s and Authority’s grant to the Developer of the Developer’s exclusive right  
443 to purchase the Property pursuant to the terms hereof and for the City’s and the Authority’s  
444 execution, delivery and performance of this Agreement. Each Party waives all claims or defenses to  
445 enforceability of this Agreement in any way predicated upon the broad discretion afforded the  
446 Developer in evaluating the satisfaction of conditions precedent to the Developer’s performance.  
447 The provisions of this Section 18 shall survive termination of this Agreement.

448 **19. Condemnation**. If, prior to the Closing Date, an authority other than West Allis itself takes  
449 the Property or any material portion thereof by power or exercise of eminent domain, or institutes  
450 any proceedings to effect such a taking, the West Allis shall immediately give the Developer notice  
451 of such occurrence, and the Developer shall have the option to terminate this Agreement,  
452 whereupon no Party shall have any obligation to another under this Agreement; provided, however,

453 if such action is instituted by West Allis, West Allis shall reimburse the Developer for actual pre-  
454 development expenses, including sitework expenses, incurred by the Developer prior to the date of  
455 such notice. If this Agreement is not so terminated, the conveyance that is the subject of this  
456 Agreement shall be completed and the Developer shall receive all proceeds of such condemnation.  
457 As used herein, a material portion of the Property shall be deemed taken if the same shall  
458 unreasonably interfere with the intended use of the Property by the Developer.

459 **20. No Partnership or Venture.** The Developer and its contractors or subcontractors shall be  
460 solely responsible for the completion of the Project. Nothing contained in this Agreement shall  
461 create or effect any partnership, venture or relationship between West Allis and the Developer or any  
462 contractor or subcontractor employed by the Developer in the construction of the Project. No  
463 elected official, member, officer, or employee of West Allis during his/her tenure or for one year  
464 thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any  
465 proceeds thereof.

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

471

472 To the Authority: Community Development Authority of the City of West Allis  
473 Office of the Executive Director  
474 7525 West Greenfield Avenue  
475 West Allis, WI 53214  
476 Attn: Executive Director

477  
478 With a copy to: City of West Allis  
479 Office of the City Attorney  
480 7525 West Greenfield Avenue  
481 West Allis, WI 53214

482 Attn: City Attorney

483

484 To Developer: JJH3 LLC  
485 P.O. Box 1798  
486 Milwaukee, WI 53201  
487 Attn: Jeffery J. Hook

488

489 With a copy to: Peter J. Faust, Attorney at Law  
490 O’Neil, Cannon, Hollman, DeJong, and Laing S.C.  
491 111 E. Wisconsin Avenue, Suite 1400  
492 Milwaukee, WI 53202  
493 Attn: Peter J. Faust

494

495 **22. Further Assurances.** Following the Closing Date, each of the Parties will take such further  
496 actions and execute and deliver such additional documents and instruments as may be reasonably  
497 requested by any other Party to perfect and complete the purchase and sale of the Property as set  
498 forth herein as well as any other transactions specifically contemplated herein.

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

503 **24. Right of Entry.**

504 **A. To Developer.** The City and the Authority grants to the Developer, its agents and  
505 contractors, the right to enter upon the Property, subject to the insurance requirements  
506 below, at all reasonable times prior to closing for the purpose of performing the physical and  
507 environmental tests, investigations, testing and analysis of the Property and the feasibility of  
508 the Property for the Developer’s intended use thereof. However, the Developer must restore  
509 the Property to substantially its previous condition if the Closing does not occur and this  
510 Agreement and the Development Agreement are terminated, except for any work completed  
511 pursuant to the Staging Easement; such work shall remain “as is.” The Developer must  
512 provide West Allis copies of all written reports generated from such investigation.

513 Developers shall restore the site and provide copies of reports within 30 days of termination.

514 The provisions of Section 24(A) shall survive the termination of this Agreement.

515 (1) Before entering the Property, Developer shall obtain and maintain in full force and  
516 effect, at its own expense: (i) workers' compensation insurance required under  
517 state law, if applicable; (ii) a policy of insurance written by one or more  
518 responsible insurance carrier(s), which will include West Allis as an additional  
519 insured, insuring against liability for injury to persons and/or property and death  
520 of any person or persons occurring in, on or about Property arising from  
521 Developer's conduct, with a liability limit of not less than \$1,000,000 per  
522 occurrence, and \$3,000,000 general aggregate limit, and which shall not be  
523 canceled except after thirty (30) days written notice to West Allis; and (iii)  
524 umbrella or excess liability insurance providing a minimum limit of \$5,000,000.00  
525 per occurrence and in the aggregate. Before entering the Property, Developer  
526 shall furnish West Allis with evidence of insurance reasonably acceptable to  
527 West Allis demonstrating compliance with the terms of this subsection, including  
528 but not limited to a certificate of insurance and endorsements naming the City  
529 and the Authority as an additional insured, waiving the insurance company's right  
530 to recover against West Allis, providing notice of cancellation for all causes, and  
531 making Developer's insurance primary and noncontributory.

532

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

536

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

542           **25.     Amendment of Agreement.** This Agreement may be amended, supplemented, or modified  
543           at any time, but only by a written instrument duly executed by West Allis and the Developer.

544           **26.     Governing Law and Venue.** This Agreement shall, in all respects whether as to validity,  
545           construction, capacity, performance, or otherwise, be governed by the laws of the State of  
546           Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced  
547           and maintained only in a court of competent jurisdiction in the state or federal courts located in  
548           Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive  
549           jurisdiction of such courts.

550           **27.     Successors and Assigns.** This Agreement and all rights and obligations therein, including  
551           but not limited to the indemnification provisions thereunder, may be assigned in whole or in part by  
552           the Developer to an affiliated entity upon notice to West Allis. For purposes of this Section 27, the  
553           term “affiliated entity” shall mean an entity controlling or controlled by or under common control  
554           with the Developer. This Agreement may also be collaterally assigned in whole or in part by the  
555           Developer to any lender or lenders holding a mortgage on all or any part of the Property. No such  
556           lender shall have any liability hereunder unless said lender elects to effectuate such assignment and  
557           exercise the Developer’s rights hereunder.

558           **28.     Execution in Counterparts.** This Agreement may be executed simultaneously in one or  
559           more counterparts, each of which shall be deemed an original Agreement, but all of which together  
560           shall constitute one and the same instrument.

561 **29. Titles and Headings.** Titles and headings to sections or subsections are for purposes of  
562 references only and shall in no way limit, define, or otherwise affect the provisions herein.

563 **30. Entire Agreement.** This Agreement, including the schedules and Exhibits annexed hereto,  
564 constitutes the entire agreement, and supersedes all other prior agreements and understandings,  
565 both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

566 **31. Interpretation.** Unless the context requires otherwise, all words used in this Agreement in  
567 the singular number shall extend to and include the plural, all words in the plural number shall  
568 extend to and include the singular, and all words in any gender shall extend to and include all  
569 genders.

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

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

577 **34. Default Provisions and Remedies.**

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

582 **B. Developer Remedies.** In the event that the purchase and sale of the Property is not  
583 consummated because of the City's or the Authority's failure to perform its obligations under this  
584 Agreement within three (3) business days after written notice from West Allis, then the Developer



585 shall have the following rights and remedies, which shall be cumulative to the fullest extent  
586 permitted by law: (1) to seek injunctive relief; (2) to bring an action for specific performance; (3) to  
587 terminate this Agreement upon notice to West Allis, whereupon the Developer and West Allis shall  
588 have no further rights, obligations or liabilities hereunder, except for those agreements, which by  
589 their terms, expressly survive termination of this Agreement; and (4) to bring an action for direct  
590 money damages.

591 **C. Limitations on Remedies.** Neither party shall be liable to the other for  
592 consequential, indirect, incidental, or exemplary damages, whether based on contract, negligence,  
593 and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall be  
594 entitled to its costs, including statutory attorney's fees.

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

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

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

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

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

613 **40. Confidentiality Agreement.** West Allis acknowledges that certain portions of the materials  
614 to be exchanged pursuant to this Agreement contain sensitive and proprietary information relating  
615 to the Developer, the Property, and the Project and that disclosure could cause irreparable harm if  
616 such materials were to be made available to the general public. Additionally, certain materials to be  
617 exchanged may be trade secrets or copyrighted. The Parties further acknowledge that West Allis is  
618 subject to the requirements of the Wisconsin Public Records Law, Wis. Stats. §§19.21 et seq. Under  
619 these statutes, all documents and records are subject to public disclosure, unless there is a  
620 statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this  
621 Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin (Wis. Stat.  
622 Section 19.21 et seq.)

623 **41. Force Majeure.** No Party shall be responsible to the other Party for any resulting losses, and  
624 it shall not be an Event of Default hereunder, if fulfillment of any of the terms of this Agreement is  
625 delayed or prevented by reason of acts of God, inclement weather, civil disorders, pandemics,  
626 national epidemics, wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods,  
627 legally required environmental remedial actions, shortage of materials, relocation of utilities, or by  
628 other cause not within the control of the Party whose performance was interfered with ("Force  
629 Majeure"), and which by the exercise of reasonable diligence such Party is unable to prevent. The  
630 time for performance shall be extended by the period of delay occasioned by such Force Majeure.

631 **[Signature Pages Follow]**

**AGREED TO BY AND BETWEEN** the Developer and the Authority and the City on the date first set forth above.

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

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

**CITY OF WEST ALLIS**

By: \_\_\_\_\_

Dan Devine, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Rebecca Grill, City Administrator and City Clerk

Dated: \_\_\_\_\_

Approved as to form this \_\_\_\_ day.  
of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name:

Title:

**JH 3 LLC**

Its: Manager

By: \_\_\_\_\_  
Jeffrey Hook, owner, and manager Dated:

DRAFT

**EXHIBITS TABLE**

**Exhibit A - Parcel Map**

**Exhibit B - The Project**

**Exhibit C - Warranty Deed Form**

**Exhibit D - Public Space Agreement**

**Exhibit E - Memorandum of Agreements**

**DRAFT**

**EXHIBIT A**

**Property**



## Tax Increment District # 20: Parcel Map



### Parcel Map

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



### EXHIBIT B – PROJECT







**Warranty Deed Form NEED TO REPLACE WITH A COPY**

	State Bar of Wisconsin Form 1-2003 <b>WARRANTY DEED</b>	
Document Number	Document Name	
<p><b>THIS DEED</b>, made between <u>Community Development Authority of the City of West Allis</u>                  _____ ("Grantor," whether one or more),                  and <u>SoNa Lofts LLC, a Wisconsin limited liability Company</u>                  _____ ("Grantee," whether one or more).</p> <p>Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee _____ County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):</p> <p>LOT 2 OF CERTIFIED SURVEY MAP NO. 9370, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 2, 2021, AS DOCUMENT NO. 11193094, BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8866, 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, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.</p> <p>Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: easements, covenants and restrictions of record.</p> <p>Dated <u>December</u> 2021</p> <p>Community Development Authority of the City of West Allis (SEAL)</p> <p>By: _____                  Name: _____                  Title: _____</p>		
		Recording Area <hr/> Name and Return Address Foley & Lardner LLP c/o Joshua P. Roling 777 E. Wisconsin Avenue Milwaukee, WI 53202 <hr/> Part of 454-0648-000 Parcel Identification Number (PIN) This is not _____ homestead property. (is) (is not)
<p style="text-align: center;"><b>AUTHENTICATION</b></p> Signature(s) _____ _____ authenticated on _____ _____ * _____ TITLE: MEMBER STATE BAR OF WISCONSIN (If not, _____ authorized by Wis. Stat. § 706.06) <p>THIS INSTRUMENT DRAFTED BY:                  Attorney Joshua P. Roling, Foley &amp; Lardner LLP                  777 E. Wisconsin Ave., Milwaukee, WI 53202</p>	<p style="text-align: center;"><b>ACKNOWLEDGMENT</b></p> STATE OF WISCONSIN ) ) ss. _____ COUNTY ) Personally came before me on _____, the above-named _____ _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same. _____ + _____ Notary Public, State of Wisconsin My Commission (is permanent) (expires: _____)	
(Signatures may be authenticated or acknowledged. Both are not necessary.) NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. <b>WARRANTY DEED</b> © 2003 STATE BAR OF WISCONSIN <b>FORM NO. 1-2003</b> * Type name below signatures.		

**EXHIBIT D**

**Memorandum of Agreements**

**Document Number** \_\_\_\_\_

**MEMORANDUM OF AGREEMENTS**

**NOTICE IS HEREBY GIVEN** that (1) a Purchase and Sale Agreement: JJH3 LLC, (2) a Development Agreement, and (3) a Development Financing Agreement have been made and entered into as of the \_\_\_\_ day of December, 2024 (collectively, the “Agreements”), by and among the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance by the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, the CITY OF WEST ALLIS, and JJH3 LLC, a Wisconsin limited liability company, and its successors and assigns, and, as applicable, the City of West Allis, Wisconsin, wherein the parties have set forth certain terms and conditions governing the sale, purchase, and development of certain lands located in the City of West Allis, Milwaukee County, State of Wisconsin, legally described on **Exhibit "A"**, attached hereto and made a part hereof.

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

**For Notice Purposes.** This Memorandum of Agreements (this “Memorandum”) is entered into for notice purposes only, and anyone relying hereon is put on notice that this Memorandum is only a summary of certain terms and conditions set forth in the Agreements, and the Agreements contain additional terms and conditions not set forth herein, including an agreement requiring, under certain circumstances, payments in lieu of taxes. Nothing contained herein shall modify or amend the terms of the Agreements, and if the terms of this Memorandum conflict with the terms of the Agreements, the Agreements shall control.

**Counterparts.** This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one original.

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Memorandum of Agreements.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Wisconsin    )  
                                  ) ss  
Milwaukee County    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_, the \_\_\_\_\_ of the Community Development Authority of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said Authority.

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







( )  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**NEED LEGAL**

DRAFT