

FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this "Amendment") is made and effective as of the ___ day of _____, 2024, 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").

RECITALS

A. The Authority, the City, SoNa Lofts, Makers Row I and Makers Row II are parties to a Reciprocal Easement and Operating Agreement dated December 23, 2021, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Recording Office"), December 30, 2021, as Document No. 11203577 (the "REA"), which established certain easements, covenants and agreements affecting Lots 1 through 4 of Certified Survey Map No. 9370, recorded in the Recording Office, on December 2, 2021, as Document No. 11193094 (the "CSM").

B. On or about the date of this Agreement, the Authority intends to convey to Mark Higgins a portion of Lot 1 of the CSM, as more particularly described and depicted on **Exhibit A** attached hereto (the "Released Property").

C. The parties hereto now desire to amend the REA to release the Access Easement Agreement as to the Released Property on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Easement Agreement.
2. Access Easement Area. **Exhibit B** to the REA is hereby deleted in its entirety and replaced with **Exhibit B** attached hereto.
3. Approved Development Plans. The last page of **Exhibit H** to the REA is hereby deleted in its entirety and replaced with the plan attached hereto as **Exhibit C**.

4. Lot 1 Definition. The definition of Lot 1 in the REA is amended to mean Lot 1 of the CSM less and except the Released Property. The owner of fee simple title to the Released Property shall not be an Owner under the REA.

5. Effect of Amendment. Except as modified by this Amendment, the terms and conditions of the REA shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed. All references to the REA shall be deemed to refer to the REA as amended by this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall, for all purposes, be deemed an original and both such counterparts, taken together, shall constitute one and the same instrument.

Remainder of Page Intentionally Left Blank

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

AUTHORITY:


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

By: 
Patrick Schloss, Executive Director

Dated: 4/25/24

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on April 25, 2024, by Patrick Schloss, as Executive Director of the Community Development Authority of the City of West Allis.


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

[NOTARIAL SEAL]



CITY:

CITY OF WEST ALLIS

By: *Dan Devine*
Dan Devine, Mayor

Dated: 4-26-24

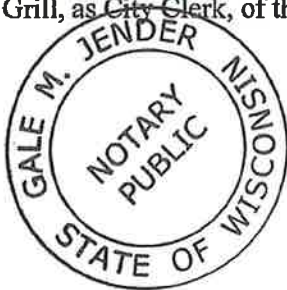
By: *Rebecca Grill*
Rebecca Grill, City Clerk

Dated: 4-26-24

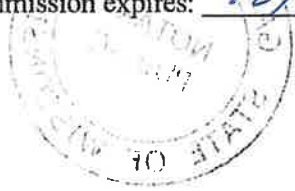
STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on April 26, 2024, by Dan Devine, as Mayor, and Rebecca Grill, as City Clerk, of the City of West Allis, Wisconsin.

[NOTARIAL SEAL]



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



Approved as to form this _____ day
of 4/26/2024, 2024.

DocuSigned by:
KOJ
D9E70EA874634AB
_____, City Attorney

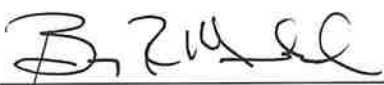
SONA LOFTS:

SONA LOFTS LLC,

a Wisconsin limited liability company

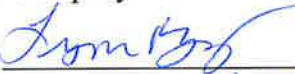
By: Mandel/SoNa Lofts LLC,
a Wisconsin limited liability company,
its Manager

By: BR Mandel LLC,
a Wisconsin limited liability company,
its Manager

By: 
Name: Barry R. Mandel
Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on April 24, 2024, 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.


Name Printed: Lynn Beyer
Notary Public, County of Milwaukee
My commission expires: 02/22/27

[NOTARIAL SEAL]

LYNN BEYER
NOTARY PUBLIC
STATE OF WISCONSIN

MAKERS ROW I

MAKERS ROW I LLC,
a Wisconsin limited liability company

By: _____
Name: Robert B Monnat
Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on April 24, 2024, by
Robert Monnat, as Manager of
Makers Row I LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

Lynn Beyer
Name Printed: Lynn Beyer
Notary Public, County of Milwaukee
My commission expires: 02/27/27

**LYNN BEYER
NOTARY PUBLIC
STATE OF WISCONSIN**

MAKERS ROW II

MAKERS ROW II LLC,
a Wisconsin limited liability company

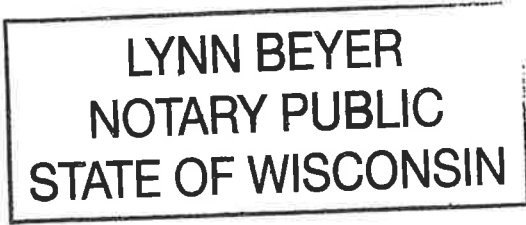
By: Robert B Mannst
Name: Manager/Robert B Mannst
Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on April 24, 2024, by Robert Mannst, as Manager of Makers Row II LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

Lynn Beyer
Name Printed: Lynn Beyer
Notary Public, County of Milwaukee
My commission expires: 02/22/27



**LENDER CONSENT
(Apartment Parcel)**

Deutsche Bank Trust Company Americas, as trustee for the registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2023-K160 (“Lender”) is the current noteholder and mortgagee of Lot 2 of CSM 9370 pursuant to a Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of and recorded on July 19, 2023 as Document No. 11352892, from SoNa Lofts LLC to Walker & Dunlop, LLC (“Original Lender”), as assigned by Original Lender to Federal Home Loan Mortgage Corporation (“Freddie Mac”) pursuant to an Assignment of Security Instrument dated as of June 29, 2023, effective as of and recorded on July 19, 2023 as Document No. 11352893, and further assigned by Freddie Mac to Lender pursuant to an all in the Official Records of Milwaukee County, Wisconsin. Lender hereby consents to the First Amendment to Reciprocal Easement and Operating Agreement (the “Amendment”) to which this Lender Consent is attached.

By consenting to the Amendment, the undersigned does not and shall not (a) undertake or assume any of the obligations or responsibilities of the Owners (as defined in the Amendment), (b) be liable for any act or omission of the Owners relating to the Amendment; (c) be subject to liability to any person for breach of the Amendment by any person or entity; or (d) be bound by any other amendment or modification to the REA (as defined in the Amendment) or the Amendment made without its prior written consent.

Executed and delivered this 1 day of May, 2024.

**DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS TRUSTEE FOR THE REGISTERED HOLDERS OF
WELLS FARGO COMMERCIAL MORTGAGE
SECURITIES, INC., MULTIFAMILY MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2023-K160**

By: Wells Fargo Bank, National Association, a national banking association, as Master Servicer pursuant to that certain Pooling and Servicing Agreement dated as of October 1, 2023

By: Walker & Dunlop, LLC, a Delaware limited liability company, as Sub-Servicer pursuant to that certain Sub-Servicing Agreement dated as of October 1, 2023

By:  (SEAL)
Name: Pete Rowan
Title: Vice President

STATE OF Maryland)
) ss:
COUNTY OF Montgomery)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose signature appears on this document.

On this 1st day of May 2024, before me personally appeared Pete Rowan to me known the Vice President of Walker & Dunlop, LLC, a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument as the Sub-Servicer for Wells Fargo Bank, National Association, the Master Servicer for Deutsche Bank Trust Company Americas, as trustee for the registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2023-K160, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Kenge Malikidogo Fludd (Seal)
Printed Name: Kenge Malikidogo-Fludd
Notary Public in and for the State of Maryland,
residing at _____

My commission expires: 3/30/2025

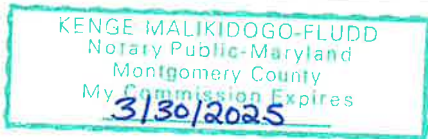


EXHIBIT A

The Released Property

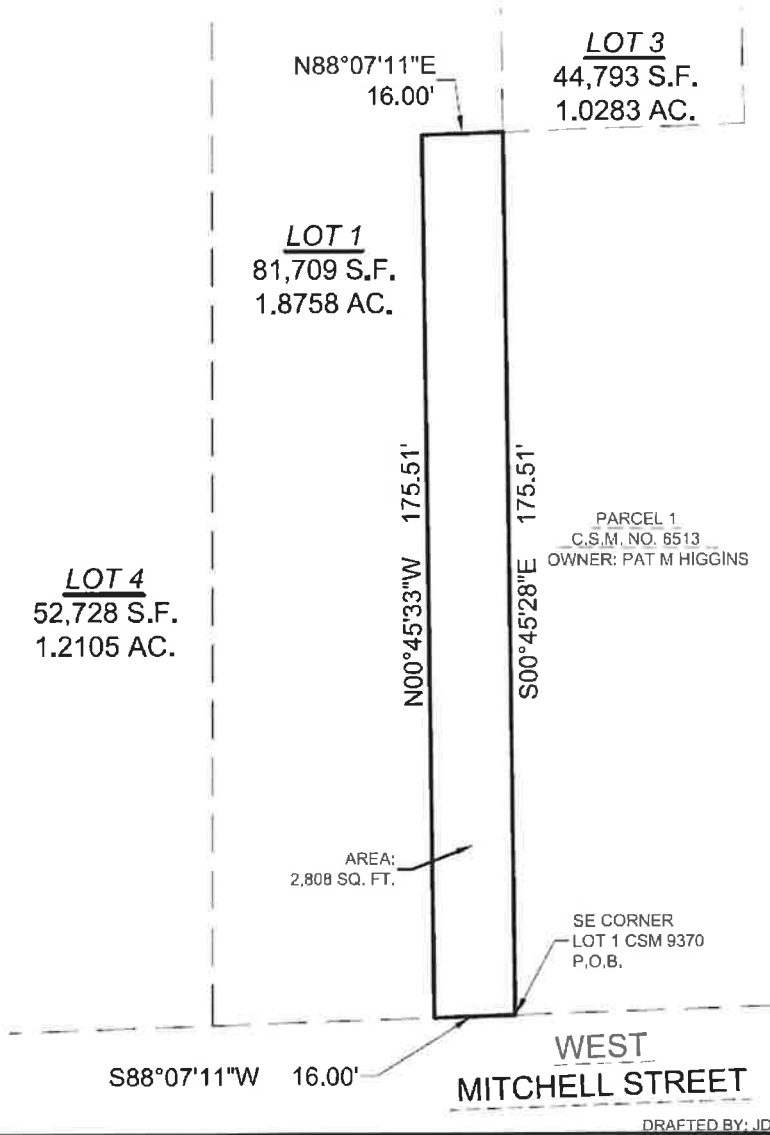
LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9370, recorded in the office of the Register of Deeds for Milwaukee County as Document No. 11193094, being a part of the Southeast 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 southeast corner of Lot 1 of Said Certified Survey Map No. 9370; thence South 88°07'11" West along the north right-of-way line of West Mitchell Street, 16.00 feet; thence North 00°45'33" West, 175.51 feet; thence North 88°07'11" East, 16.00 feet to the southwest corner of Lot 3 of said Certified Survey Map; thence South 00°45'28" East along the East line of Said Lot 1, 175.51 feet to the Point of Beginning.



GRAPHICAL SCALE (FEET)



Land Transfer Exhibit

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

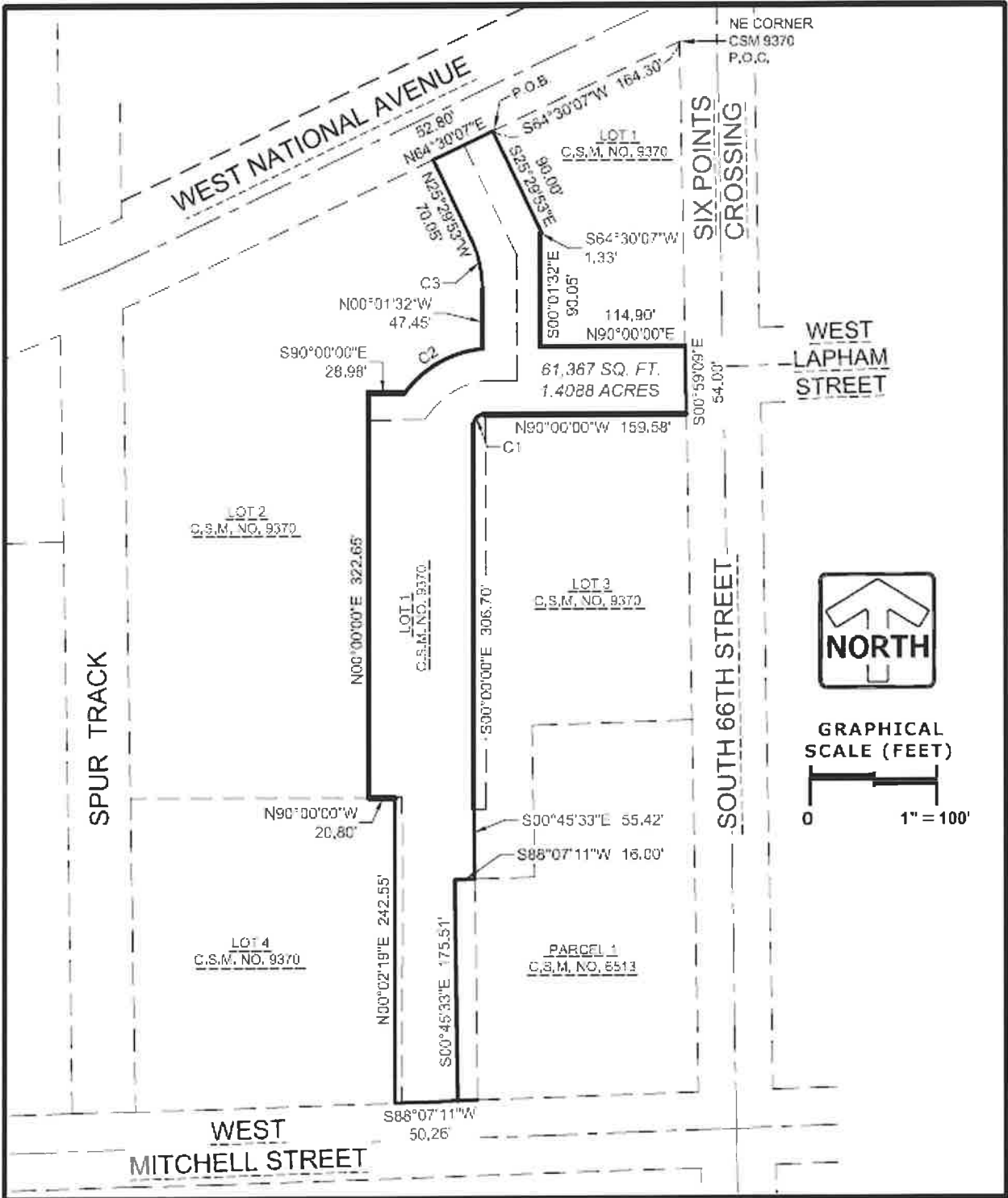
03/01/2023

PLAN | DESIGN | DELIVER

PEG JOB#650,00

EXHIBIT B

Access Easement Area



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:

Commencing at the northeast corner of said Certified Survey Map No. 9370; thence South 64°30'07" West along the north line of said Certified Survey Map, 164.30 feet to the Point of Beginning:

Thence South 25°29'53" East, 90.00 feet; thence South 64°30'07" West, 1.33 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. 9370; thence South 00°59'09" East along said east line, 54.00 feet; thence North 90°00'00" West, 159.58 feet to a point of curvature; thence southwesterly 12.57 feet along the arc of said curve to the left, whose radius is 8.00 feet and whose chord bears South 45°00'00" West, 11.31 feet; thence South 00°00'00" East, 306.70 feet; thence South 00°45'33" East, 55.42 feet; thence South 00°07'11" West, 16.00 feet; thence South 00°45'33" East, 175.51 feet to the south line of said Certified Survey Map No. 9370; thence South 88°07'11" West along said south line, 50.26 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, 322.65 feet; thence South 90°00'00" West, 28.98 feet to a point on a curve; thence northeasterly 73.60 feet along the arc of said curve to the right, whose radius is 87.70 feet and whose chord bears North 60°39'04" East, 71.46 feet; thence North 00°01'32" West, 47.45 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. 9370; thence North 64°30'07" East along said north line, 52.80 feet to the Point of Beginning.

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	12.57'	8.00'	S45°00'00"W	11.31'
C2	73.60'	87.70'	N60°39'04"E	71.46'
C3	41.35'	93.00'	N12°45'42"W	41.01'



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 300 | BROOKFIELD, WI 53186

SHEET 2 OF 2

03/13/2024

PLAN | DESIGN | DELIVER

PEG JOB#650.00

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EXHIBIT C

Update to Approved Development Plan

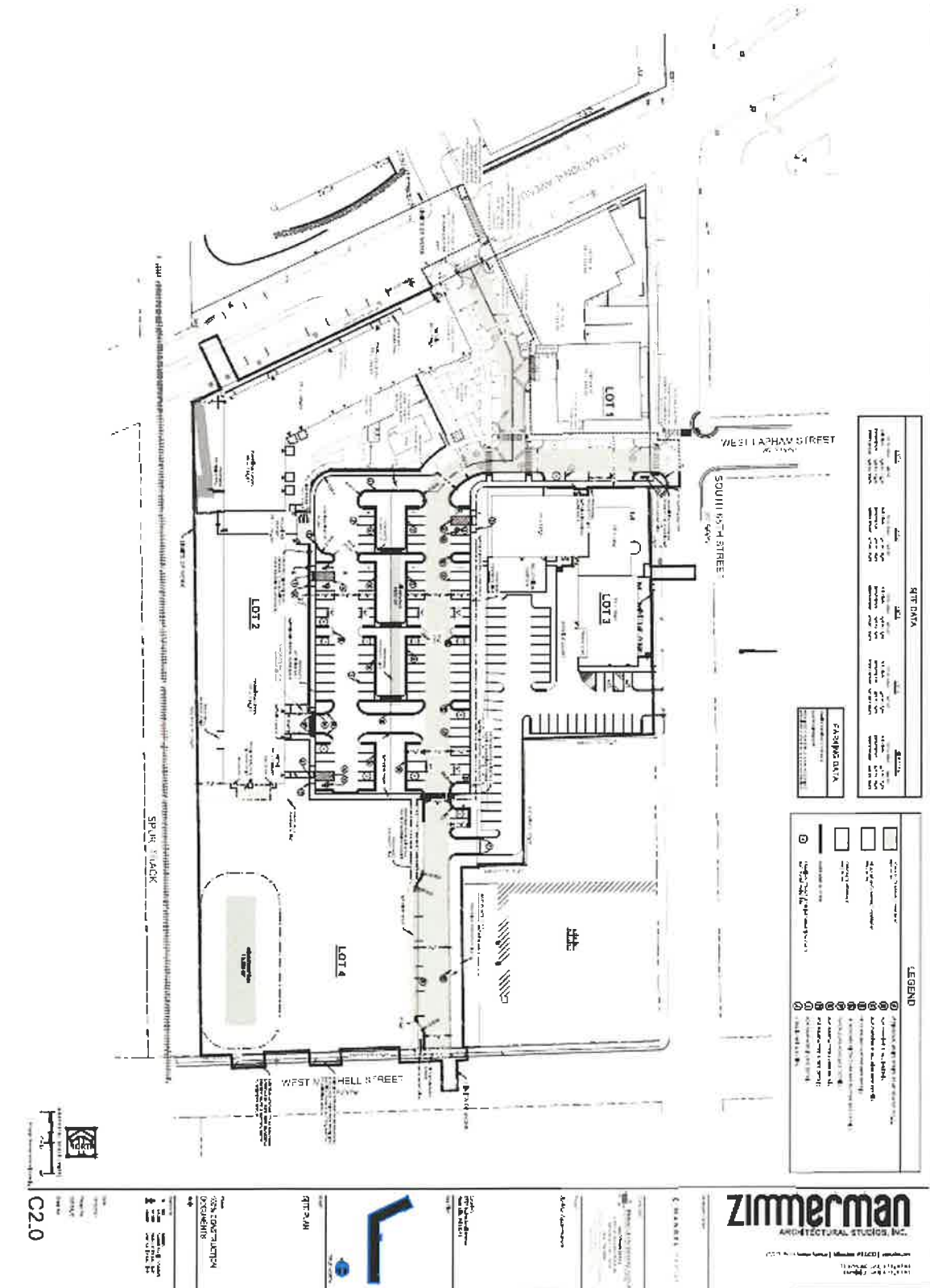


Exhibit C