



# City of West Allis

## Meeting Agenda

### Safety and Development Committee

*Aldersperson Thomas G. Lajsic, Chair*  
*Aldersperson Angelito Tenorio, Vice-Chair*  
*Alderspersons: Kevin Haass, Danna Kuehn, and Martin J. Weigel*

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Monday, December 13, 2021

6:00 PM

City Hall, Room 128  
7525 W. Greenfield Ave.

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#### SPECIAL JOINT MEETING WITH COMMUNITY DEVELOPMENT AUTHORITY

#### A. CALL TO ORDER

#### B. ROLL CALL

#### C. NEW AND PREVIOUS MATTERS

1. [2021-1522](#) Overview of draft Zoning Ordinance update.

**Recommendation:** Discussion purposes only.

2. [R-2021-0870](#) Resolution approving a Purchase and Sale Agreement and Development Agreement between the Community Development Authority of the City of West Allis and Mandel Group Properties, LLC (and/or assigned) for commercial and residential development within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment.

**Sponsors:** Safety and Development Committee

*For agenda item #2, the committee may convene in closed session pursuant to the provisions of Section 19.85(1)(e) of the state statutes for the purpose of deliberating the investing of public funds whenever competitive or bargaining reasons require a closed session. This committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.*

3. [R-2021-0843](#) Resolution to approve the release of existing city easements and covenants encumbering the south of National Avenue (SONA) redevelopment area.
4. [R-2021-0895](#) Resolution to approve the Reciprocal Easement Agreement and Operating Agreement between the Community Development Authority of The City of West Allis, The City of West Allis, and SoNa Lofts LLC, Makers Row I LLC., and Makers Row II LLC. for the Phase II of The Market development (South of National Avenue "SONA").

#### D. ADJOURNMENT



All meetings of the Safety and Development Committee are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

**NOTICE OF POSSIBLE QUORUM**

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

**NON-DISCRIMINATION STATEMENT**

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

**AMERICANS WITH DISABILITIES ACT NOTICE**

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

**LIMITED ENGLISH PROFICIENCY STATEMENT**

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

**CITY OF WEST ALLIS  
RESOLUTION R-2021-0870**

**RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT AND  
DEVELOPMENT AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT  
AUTHORITY OF THE CITY OF WEST ALLIS AND MANDEL GROUP  
PROPERTIES, LLC (AND/OR ASSIGNED) FOR COMMERCIAL AND  
RESIDENTIAL DEVELOPMENT WITHIN THE SIX POINTS/FARMERS MARKET  
REDEVELOPMENT AREA, SOUTH OF NATIONAL AVENUE (SONA)  
REDEVELOPMENT**

**WHEREAS**, the Community Development Authority of the City of West Allis (the “Authority”) is the owner approximate 6.63 acres of land consisting of 66\*\* W. National Avenue (454-0648-000), 66\*\* W. Mitchell St. (454-0650-000), and 66\*\* W. National Avenue (454-0649-000)( “Property”) on Property called South of National Avenue (SONA) redevelopment area; and,

**WHEREAS**, the Authority on December 13, 2021, by Resolution 1409, approved the Purchase and Sale and Development Agreement between the Community Development Authority of the City of West Allis and Mandel Group Properties, LLC for commercial and residential development within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment.

**WHEREAS**, the Authority, on November 9, 2021, by Resolution 1403, approved the Terms and Conditions of a Development Agreement between the Community Development Authority and the Mandel Group, Inc. for the Market development (South of National Avenue “SONA”)

**WHEREAS**, the Authority, on September 14, 2021, by Resolution 1390, approved an Access Agreement which stated that Mandel Group is responsible for all associated permits, liabilities, and costs for the SONA properties to advance site preparation work for the overall development SONA Lofts and Makers Row; and,

**WHEREAS**, the Authority, on October 20, 2020 by Resolution 1355, approved a Letter of Intent for SONA from the Mandel Group for Phase II of the Market Development; and

**WHEREAS**, the Authority, on May 31, 2016 by Resolution No.1180, authorized a Purchase and Sale Agreement and Development Agreement with Mandel Group Properties, LLC for 7.5 acres of property for commercial and residential development within the Six Points/Farmers Market Redevelopment Area to develop the area North of National Avenue (NONA).

**WHEREAS**, the Authority duly noticed and held a Public Hearing on the sale of the Property on May 31, 2016; and through Resolution No.1179, authorized the sale of land of 14 acres of land to the Mandel Group Properties, LLC; and,

**WHEREAS**, the City agrees with the Authority and wishes to create additional tax base and foster job creation for the City of West Allis (the “City”) through the sale and redevelopment of the 6.48 acres of property, South of National Avenue (SONA), into residential and commercial development; and,

**NOW THEREFORE**, BE IT RESOLVED that the Common Council of the City of West Allis, as follows:

1. Approves the Purchase and Sale Agreement and Development Agreement by and between the Community Development Authority of the City of West Allis and Mandel Group Properties, LLC for commercial and residential development within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment pursuant to section 66.1333(6)(b)2, Wis. Stat.
2. Authorizes the Executive Director to make such non-substantive changes, modifications, additions and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

**SECTION 1:**            **ADOPTION** “R-2021-0870” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2021-0870(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor City Of West  
Allis



25 **2. Project.** The Project will include the construction of approximately 110 market-rate  
26 apartment units and approximately 5,177 square feet of retail space in one three-story building  
27 with approximately 90 underground and approximately 42 surface parking spaces to be built on  
28 the Property (the "Apartment Project").

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

32 **4. Closing.** The closing of the transaction contemplated by this Agreement (the "Closing")  
33 will take place on December 31, 2021, or such earlier or later date as may be agreed to by the  
34 Developer and the Authority in writing (the "Closing Date"), provided the Authority's  
35 contingencies and the Developer's contingencies in connection therewith have been satisfied or  
36 waived as herein provided.

37 **5. Conveyance.** The Authority shall, at the Closing and upon receiving payment of the  
38 Purchase Price, convey the Property to the Developer by warranty deed in the form to be attached  
39 hereto as **Exhibit B** (the "Deed").

40 **6. Reciprocal Easement Agreement.** At the Closing, the parties shall record against the  
41 Property and certain adjacent parcels owned by the Authority, which are currently known as Lots  
42 2 and 3 of CSM 8866 (the "Adjacent Parcels," and together with the Property, the "Overall Project  
43 Site"), a reciprocal easement agreement ("REA") that will provide for the access, repair, and  
44 operation of the common areas and common utilities, including streets, shared parking areas,  
45 sidewalks, landscaping and the storm water management system within the Overall Project Site  
46 (the "Common Areas").

47 **7. As Is, Where Is.**

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

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

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

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

74 **9. Conditions to Closing.**

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

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

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

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

92 (4). Execution and Delivery of Development Agreement, Memorandum of  
93 Agreements and Related Documents. Developer shall have executed and delivered

94 the Development Agreement in form and substance reasonably acceptable to the  
95 Parties (the “Development Agreement”), the Development Financing Agreement  
96 in form and substance reasonably acceptable to the Parties (the “Development  
97 Financing Agreement”), the Memorandum (as defined in Section 11 below); the  
98 Guaranty of Completion in form and substance reasonably acceptable to the Parties  
99 to be executed by Mandel Group, Inc., an affiliate of the Developer (the  
100 “Completion Guaranty”), and the REA in form and substance reasonably  
101 acceptable to the Parties.

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

105 (6). Termination. In the event the conditions listed above (the “Authority  
106 Conditions”) have not been satisfied or waived by the Authority on or before the  
107 Closing Date, then the Authority may terminate this Agreement by written notice  
108 to the Developer given on or before the Closing Date; provided, however, if the  
109 Authority Conditions set forth in subparagraphs (1), (2), (4) or (5) have not been  
110 satisfied or waived by such date, the Authority will allow for an extension of this  
111 deadline if requested by the Developer, provided that Developer can demonstrate  
112 that it is pursuing satisfaction of the conditions in good faith and with due diligence.  
113 In case of such termination, no Party shall have any further liability under this  
114 Agreement except as specifically set forth as surviving termination.

115 **B. Developer’s Contingencies to Closing**. The obligation of the Developer to  
116 consummate the transaction contemplated hereby is subject to the fulfillment of all of the

117 following conditions (the “Developer Conditions”) on or before the Closing Date as  
118 indicated below (all of which may be waived by the Developer in whole or in part, in its  
119 sole discretion):

120 (1). Compliance with Agreement. The Authority shall have performed and  
121 complied with all of its obligations under this Agreement, in all material respects,  
122 to the extent such obligations are to be performed or complied with by the  
123 Authority.

124 (2). No Misrepresentation or Breach of Covenants and Warranties. Each of the  
125 representations and warranties of the Authority in this Agreement shall be true and  
126 correct in all material respects as of the Closing Date.

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

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

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

138 (b) Developer has secured all necessary approvals and confirmations  
139 that all necessary actions by any governmental instrumentality, agency or

140 affiliate (such as but not limited to the Authority and the City of West Allis  
141 (the "City")) have been taken for the full execution and performance under  
142 this Agreement, the Development Agreement, the Development Financing  
143 Agreement and the REA.

144 (c) The Authority and the City and any of the other parties thereto shall  
145 have executed and delivered the Development Agreement, the  
146 Development Financing Agreement, the Memorandum of Agreements and  
147 the REA, as applicable.

148 (5). Authority's Approvals, Test, and Reports. The Authority has furnished to  
149 the Developer the Due Diligence Documents (as hereinafter defined).

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

158 (7). Utilities and Access. The Developer shall have been satisfied, in its sole  
159 discretion, with the location, availability, sufficiency and suitability of municipal  
160 and other utilities in connection with the Developer's intended use of the Property.  
161 The Authority makes no representations or warranties concerning the location or  
162 the condition of utilities. The Developer shall have been satisfied, in its sole

163 discretion, that all access connections to public rights-of-way are available and  
164 sufficient to allow construction and operation of the Project.

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

168 (9). Title Policy. The Title Company shall be ready, willing and able to issue at  
169 Closing (upon payment of the premiums and other charges) the Title Policy (as  
170 hereinafter defined) insuring fee simple title to the Property to the Developer,  
171 subject only to Permitted Encumbrances (as hereinafter defined) and shall  
172 irrevocably agree to do so for the Closing.

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

176 (11). No Material Change. There shall not have occurred any change, and no  
177 circumstance shall have occurred, including, without limitation, with respect to the  
178 condition (including, without limitation, the environmental condition) or the zoning  
179 or permitting or leasing of the Property except changes caused by Developer or an  
180 affiliate of Developer prior to Closing, or the commencement or continuation of  
181 any condemnation or moratorium affecting the Property which could reasonably be  
182 expected to have an adverse impact, in any respect, on the Property or as set forth  
183 in the Development Agreement, individually or in the aggregate.

184 (12). Termination. In the event that any of the Developer Conditions have not  
185 been satisfied or waived by the Developer on or before Closing, the Developer may,

186 by written notice to the Authority on or before the Closing Date, terminate this  
187 Agreement; provided, however, if the Developer Conditions set forth in subsections  
188 (4), (6) or (7) have not been satisfied or waived by such date, the Authority will  
189 allow for an extension of this deadline if requested by the Developer, provided that  
190 Developer can demonstrate that it is pursuing satisfaction of the conditions in good  
191 faith and with due diligence. In case of such termination, no party shall have any  
192 further liability under this Agreement except as specifically set forth as surviving  
193 termination. Closing on the Property shall be deemed as satisfaction or waiver of  
194 the Developer Conditions.

195 **10. Obligations and Title Matters.**

196 **A. Authority's Obligations.** The Authority's obligations under this Agreement  
197 include:

198 (1). Subdivision. Prior to the Closing, the Authority shall cause the CSM to be  
199 fully executed and recorded to subdivide the Property into a legally subdivided  
200 parcel.

201 (2). Zoning and Permitting Cooperation. The Authority shall cooperate with the  
202 Developer through the term of this Agreement and shall promptly assist in  
203 obtaining and expediting the necessary review by the City and in processing all  
204 submissions and applications in accordance with the applicable City ordinances,  
205 such that, as of the Closing, all zoning approvals necessary for the construction and  
206 occupancy of the Project will have been granted other than those items that are  
207 subject to completion of construction.

208 (3). Due Diligence Documents. The Authority has delivered to the Developer  
209 such documents in the Authority’s or the City’s possession or under its control and  
210 the Authority shall promptly deliver such additional documents that the Authority  
211 may obtain hereafter, as may be requested by the Developer for purposes of  
212 evaluating the Property and its ability to use the Property for the use intended by  
213 the Developer under this Agreement (collectively, the “Due Diligence  
214 Documents”).

215 (4). Operation and Maintenance of the Property before Closing. Between the  
216 Effective Date and the Closing, the Authority covenants and agrees that it will:

217 (a) Fulfill its obligations under the Staging and Grading Temporary  
218 Easement Agreement dated October 25, 2021, by and between the Authority  
219 and Mandel Development, Inc., a Wisconsin corporation, as assigned to  
220 Makers Row Phase I LLC (“Makers Row”) (as amended, the “Staging  
221 Easement”), and otherwise not cause any use of or allow any public access  
222 onto the Property;

223 (b) continuously maintain in full force and effect liability insurance  
224 coverage with respect to the Property, as typically maintained in the  
225 Authority’s ordinary course of business in addition to that insurance  
226 provided by Makers Row or its contractor under the Staging Easement;

227 (c) refrain from entering into any new lease, easement, agreement or  
228 contract affecting the Property unless approved by the Developer in writing  
229 (which approval may be granted or withheld in the Developer’s sole  
230 discretion); and

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

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

238 **C. Title Evidence and Documents.**

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

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

255 (3). Objections. The Developer, at least fifteen (15) calendar days prior to  
256 Closing shall submit to the Authority in writing a list of matters affecting the  
257 Property to which the Developer objects (“Title Objections”). Such Title  
258 Objections shall not have been caused by Developer Contractor, or any of their  
259 affiliates. The Authority shall have ten (10) calendar days to remove or cause the  
260 Title Company to insure over the Title Objections. Failure of Authority to notify  
261 Developer that said objections will be removed or waived constitutes refusal of  
262 Authority to agree to such waiver or removal. The Developer reserves the right to  
263 approve the means and methods by which the Authority proposes to remove or  
264 cause the Title Company to insure over the Title Objections. In the event that the  
265 Authority is unable or unwilling to remove the Title Objections to the Developer’s  
266 satisfaction, the Developer shall have five (5) days from the expiration of such ten  
267 (10) day period, to deliver written notice to the Authority waiving the Title  
268 Objections. If the Developer does not waive the Title Objections, then this  
269 Agreement shall be null and void and both the Developer and the Authority shall  
270 have no further liabilities under this Agreement.

271 **D. Assessments**. As of the date hereof and as of the Closing Date, the Property is not  
272 and will not be subject to real estate taxes or assessments. The Authority represents to the  
273 Developer that there are no special assessments or charges outstanding for public  
274 improvements that have been made, or will have been made, against the Property that have  
275 not been paid; except for a special assessment for road work on South 66<sup>th</sup> Street, which

276 will be allocated across the Overall Project Site pursuant to the REA. The Developer shall  
277 pay all taxes, special assessments, and charges first made against the Property on and after  
278 January 1, 2022.

279 **11. Memorandum of Agreements.** The Authority and the Developer agree that, on or before  
280 Closing, they will execute a Memorandum of this Agreement, the Development Financing  
281 Agreement and the Development Agreement to be recorded in the Office of the Register of Deeds  
282 of Milwaukee County, Wisconsin (the "Register's Office") against the Property in substantially  
283 the form to be attached hereto as **Exhibit C** (the "Memorandum"). The Parties further agree that  
284 the Memorandum shall be recorded prior to the Developer attaching any mortgage, lien, or other  
285 encumbrance on the Property except for any mortgage or lien granted to a lender in connection  
286 with its construction and permanent loans on the 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). The Authority shall pay the recording fee for any satisfaction of its existing  
293 liens 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.     Authority’s Representations and Warranties.** The Authority hereby represents  
299 and warrants that as of the date hereof and as of the Closing Date:

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

306                   (2).     Authorization. The execution and delivery of this Agreement and the  
307 consummation by the Authority of the transaction contemplated hereby are within  
308 the power and authority of the Authority and have been duly authorized by all  
309 necessary actions on the part of the Authority and the persons executing this  
310 Agreement on behalf of the Authority have been duly authorized.

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

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

317                   (5).     Liens. Excluding work performed under the Staging Easement, all work  
318 performed or materials furnished for lienable work on the Property contracted for  
319 by the Authority shall have been fully paid for, and, if applicable, the Authority  
320 shall provide the Developer with appropriate lien waivers or releases from any and

321 all contractors, laborers, or materialmen furnishing labor or material for lienable  
322 work on the Property during the six (6) months preceding the Closing Date and  
323 contracted for by the Authority.

324 (6). Leases. There are no written or oral leases, occupancy agreements or rights  
325 of possession affecting the Property, except for the Staging Easement. There are  
326 no rights of first refusal, options to purchase or other restrictions upon the free  
327 transferability of the Property.

328 (7). Service Agreements. There is no existing service, maintenance,  
329 management or any other agreements with regard to the Property.

330 (8). No Default, Violation or Litigation. Regarding the Property and, to the  
331 Authority's knowledge, the Authority is not in violation of any regulation, law,  
332 order of any court, federal, state, or municipal, or other governmental department,  
333 commission, board, bureau, agency or instrumentality, or restriction or covenant  
334 contained in any agreement or document of title (including, without limitation,  
335 legislation, regulations and agreements applicable to environmental protection,  
336 civil rights, public and occupational health and safety), nor has the Authority  
337 received any notice of noncompliance that has not been remedied, except as set  
338 forth in subsection (9) below as to certain environmental conditions. To the  
339 Authority's knowledge, there are no lawsuits, proceedings, claims, governmental  
340 investigations, citations or actions of any kind pending or threatened against the  
341 Authority or against the Property nor is there any basis known to the Authority for  
342 any such action, and there is no action, suit or proceeding by any governmental  
343 agency pending or threatened which questions the legality, validity or propriety of

344 the transaction contemplated hereby nor is there any basis known to the Authority  
345 for any such action.

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

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

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

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

375 (2). Authorization. The execution and delivery of this Agreement and the  
376 consummation by the Developer of the transaction contemplated hereby are within  
377 the power and authority of the Developer and have been duly authorized by all  
378 necessary actions on the part of the Developer, and the persons executing this  
379 Agreement on behalf of the Developer have been duly authorized.

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

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

389 or propriety of the transactions contemplated hereby nor is there any basis known  
390 to the Developer for any such action.

391 (5). Warranty. The Developer acknowledges that the warranties and  
392 representations made here and by the Developer are a material inducement to the  
393 Authority entering into this Agreement, the Authority is entitled to rely upon these  
394 warranties and representations despite independent investigation undertaken by the  
395 Authority and that the warranties and representations made here and by the  
396 Developer shall survive the Closing and the execution and delivery of the Deed.

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

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

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

418 **16. Closing Documentation.**

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

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

- 429 (1). Warranty Deed. The Deed to the Property executed by the Authority.  
430 (2). Development Agreement. The Development Agreement executed by the  
431 Parties.  
432 (3). Development Financing Agreement. The Financing Agreement executed  
433 by the City and the Parties.

434 (4). Memorandum of Agreements. The Memorandum executed by the City and  
435 the Parties.

436 (5). REA. The REA executed by the Parties.

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

439 (7). Other Documents. Such other documents and instruments reasonably  
440 requested by the Title Company to consummate the transactions contemplated by  
441 this Agreement.

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

443 (9). Assignment of Easement. An assignment and assumption of the Staging  
444 Easement executed by the Parties, which shall include a waiver by the Authority of  
445 any ownership of any completed work on the Property.

446 **17. Possession**. At Closing, the Authority shall deliver to the Developer legal and physical  
447 possession of the Property.

448 **18. Independent Consideration and Project Documents**. In the event the Developer  
449 terminates this Agreement prior to Closing, the Developer shall deliver to the Authority the  
450 Survey, the Title Commitment and any environmental reports prepared for the Developer and shall  
451 pay to the Authority One and No/100 Dollar (\$1.00) as consideration for entering into this  
452 Agreement (the "Independent Consideration"), which amount the Parties bargained for and agreed  
453 to as consideration for the Authority's grant to the Developer of the Developer's exclusive right to  
454 purchase the Property pursuant to the terms hereof and for the Authority's execution, delivery and  
455 performance of this Agreement. Each Party waives any and all claims or defenses to enforceability  
456 of this Agreement in any way predicated upon the broad discretion afforded the Developer in

457 evaluating the satisfaction of conditions precedent to the Developer's performance. The provisions  
458 of this Section 18 shall survive termination of this Agreement.

459 **19. Condemnation.** If, prior to the Closing Date, an authority other than the Authority itself  
460 takes the Property or any material portion thereof by power or exercise of eminent domain, or  
461 institutes any proceedings to effect such a taking, the Authority shall immediately give the  
462 Developer notice of such occurrence, and the Developer shall have the option to terminate this  
463 Agreement, whereupon no Party shall have any obligation to another under this Agreement;  
464 provided, however, if such action is instituted by the Authority, the Authority shall reimburse the  
465 Developer for actual pre-development expenses, including sitework expenses, incurred by the  
466 Developer prior to the date of such notice. If this Agreement is not so terminated, the conveyance  
467 that is the subject of this Agreement shall be completed and the Developer shall receive all  
468 proceeds of such condemnation. As used herein, a material portion of the Property shall be deemed  
469 taken if the same shall unreasonably interfere with the intended use of the Property by the  
470 Developer.

471 **20. No Partnership or Venture.** The Developer and its contractors or subcontractors shall be  
472 solely responsible for the completion of the Apartment Project. Nothing contained in this  
473 Agreement shall create or effect any partnership, venture or relationship between the Authority  
474 and the Developer or any contractor or subcontractor employed by the Developer in the  
475 construction of the Apartment Project. No elected official, member, officer, or employee of the  
476 Authority during his/her tenure or for one year thereafter, will have or shall have had any interest,  
477 direct or indirect, in this Agreement or any proceeds thereof.

478 **21. Notices.** All notices permitted or required by this Agreement shall be given in writing and  
479 shall be considered given upon receipt if hand delivered to the party or person intended, or one

480 calendar day after deposit with a nationally recognized overnight commercial courier service, or  
481 two (2) business days after deposit in the United States mail, postage prepaid, by certified mail,  
482 return receipt requested, addressed by name and address to the party or person intended as follows:

483           To the Authority:     Community Development Authority of the City of West Allis  
484                                     Office of the Executive Director  
485                                     7525 West Greenfield Avenue  
486                                     West Allis, WI 53214  
487                                     Attn: Executive Director  
488

489           With a copy to:     City of West Allis  
490                                     Office of the City Attorney  
491                                     7525 West Greenfield Avenue  
492                                     West Allis, WI 53214  
493                                     Attn: City Attorney  
494

495           To Developer:       SoNa Lofts LLC  
496                                     330 East Kilbourn Avenue  
497                                     Suite 600 South  
498                                     Milwaukee, WI 53202  
499                                     Attn: Barry R. Mandel  
500

501           With a copy to:     Foley & Lardner LLP  
502                                     777 East Wisconsin Avenue  
503                                     Milwaukee, WI 53202  
504                                     Attn: Joshua P. Roling  
505

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

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

515 **24. Right of Entry.**

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

528 (1) Before entering the Property, Developer shall obtain and maintain in full force  
529 and effect, at its own expense: (i) workers’ compensation insurance required  
530 under state law, if applicable; (ii) a policy of insurance written by one or more  
531 responsible insurance carrier(s), which will include Authority as an additional  
532 insured, insuring against liability for injury to persons and/or property and death  
533 of any person or persons occurring in, on or about Property arising from  
534 Developer’s conduct, with a liability limit of not less than \$1,000,000 per  
535 occurrence, and \$3,000,000 general aggregate limit, and which shall not be  
536 canceled except after thirty (30) days written notice to Authority; and (iii)  
537 umbrella or excess liability insurance providing a minimum limit of

538 \$5,000,000.00 per occurrence and in the aggregate. Before entering the  
539 Property, Developer shall furnish Authority with evidence of insurance  
540 reasonably acceptable to Authority demonstrating compliance with the terms of  
541 this subsection, including but not limited to a certificate of insurance and  
542 endorsements naming the Authority as an additional insured, waiving the  
543 insurance company's right to recover against the Authority, providing notice of  
544 cancellation for all causes, and making Developer's insurance primary and  
545 noncontributory.

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

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

554 **25. Amendment of Agreement.** This Agreement may be amended, supplemented, or  
555 modified at any time, but only by a written instrument duly executed by the Authority and the  
556 Developer.

557 **26. Governing Law and Venue.** This Agreement shall, in all respects whether as to validity,  
558 construction, capacity, performance, or otherwise, be governed by the laws of the State of  
559 Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced  
560 and maintained only in a court of competent jurisdiction in the state or federal courts located in

561 Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive  
562 jurisdiction of such courts.

563 **27. Successors and Assigns.** This Agreement and all rights and obligations therein, including  
564 but not limited to the indemnification provisions thereunder, may be assigned in whole or in part  
565 by the Developer to an affiliated entity upon notice to the Authority. For purposes of this Section  
566 27, the term “affiliated entity” shall mean an entity controlling or controlled by or under common  
567 control with the Developer. This Agreement may also be collaterally assigned in whole or in part  
568 by the Developer to any lender or lenders holding a mortgage on all or any part of the Property.  
569 No such lender shall have any liability hereunder unless said lender elects to effectuate such  
570 assignment and exercise the Developer’s rights hereunder.

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

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

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

579 **31. Interpretation.** Unless the context requires otherwise, all words used in this Agreement  
580 in the singular number shall extend to and include the plural, all words in the plural number shall  
581 extend to and include the singular, and all words in any gender shall extend to and include all  
582 genders.

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

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

590 **34. Default Provisions and Remedies.**

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

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

605           **C.    Limitation on Remedies.** Neither party shall be liable to the other for  
606 consequential, indirect, incidental or exemplary damages, whether based on contract, negligence,  
607 and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall  
608 be entitled to its costs, including statutory attorney’s fees.

609   **35.   No Reliance.** No third party, except for the City as to Section 11 of this Agreement, is  
610 entitled to rely on any of the representations, warranties, or agreements of the Developer or the  
611 Authority contained in this Agreement. The Parties assume no liability to any third party because  
612 of any reliance on the representations, warranties and agreements of the Parties contained in this  
613 Agreement.

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

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

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

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

627 **40. Confidentiality Agreement.** The Authority acknowledges that certain portions of the  
628 materials to be exchanged pursuant to this Agreement contain sensitive and proprietary  
629 information relating to the Developer, the Property, and the Apartment Project and that disclosure  
630 could cause irreparable harm if such materials were to be made available to the general public.  
631 Additionally, certain of the materials to be exchanged may be trade secrets or copyrighted. The  
632 Parties further acknowledge that the Authority is subject to the requirements of the Wisconsin  
633 Public Records Law, Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records  
634 are subject to public disclosure, unless there is a statutory, common law, or public policy reason  
635 for nondisclosure. The Parties acknowledge that this Agreement is subject to the provisions of the  
636 Public Records Law of the State of Wisconsin (Wis. Stat. Section 19.21 et seq.)

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

646 **[Signature Pages Follow]**

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

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

By: \_\_\_\_\_  
Name:  
Title:

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

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

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

**SONA LOFTS LLC**

**By: Mandel/SoNa Lofts LLC**

By: BR Mandel LLC

Its: Manager

By: \_\_\_\_\_  
Barry R. Mandel, Manager

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

**EXHIBITS TABLE**

**Exhibit A - Property**

**Exhibit B - Warranty Deed Form**

**Exhibit C - Memorandum of Agreements**

## **EXHIBIT A**

### **Property**

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.

**EXHIBIT B**

**Warranty Deed Form**

	State Bar of Wisconsin Form 1-2003 <b>WARRANTY DEED</b>	
Document Number	Document Name	
<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). 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):		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 <u>not</u> homestead property. (is) (is not)
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.		

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.

Dated December 2021

Community Development Authority of the City of West Allis (SEAL)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
 \_\_\_\_\_  
 authenticated on \_\_\_\_\_  
 \_\_\_\_\_  
 \* \_\_\_\_\_  
 TITLE: MEMBER STATE BAR OF WISCONSIN  
 (if not, \_\_\_\_\_  
 authorized by Wis. Stat. § 706.06)

**ACKNOWLEDGMENT**

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.

THIS INSTRUMENT DRAFTED BY:  
Attorney Joshua P. Roling, Foley & Lardner LLP  
777 E. Wisconsin Ave., Milwaukee, WI 53202

\* \_\_\_\_\_  
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.**  
**WARRANTY DEED** © 2003 STATE BAR OF WISCONSIN **FORM NO. 1-2003**  
 \* Type name below signatures.

**EXHIBIT C**

**Memorandum of Agreements**

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

**MEMORANDUM OF AGREEMENTS**

NOTICE IS HEREBY GIVEN that (1) a Purchase and Sale Agreement: SONA Lofts, (2) a Development Agreement, and (3) a Development Financing Agreement have been made and entered into as of the \_\_\_\_ day of December, 2021 (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, SONA LOFTS LLC, a Wisconsin limited liability company, and its successors and assigns, and, as applicable, the City of West Allis, Wisconsin, wherein the parties have set forth certain terms and conditions governing the sale, purchase, and development of certain lands located in the City of West Allis, Milwaukee County, State of Wisconsin, legally described on Exhibit "A", attached hereto and made a part hereof.

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

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

(SIGNATURE PAGE FOLLOWS)

This instrument was drafted by: Joshua P. Roling, Esq., Foley & Lardner LLP, 777 East Wisconsin Ave Milwaukee, WI53202.

---

This space is reserved for recording data

---

Return to

Joshua P. Roling  
 Foley & Lardner LLP  
 777 East Wisconsin Ave.  
 Milwaukee, Wisconsin 53202

---

Parcel Identification Number/Tax Key Number

Part of 454-0648-000

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[Signature Page to Memorandum of Agreements]

EXHIBIT A

LEGAL DESCRIPTION

LOT 2 OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON \_\_\_\_\_, AS DOCUMENT NO. \_\_\_\_\_, 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.

1 **DEVELOPMENT AGREEMENT**  
2 **(SONA Lofts)**

3 **THIS DEVELOPMENT AGREEMENT** (this “Agreement”), made and entered into as  
4 of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Community Development  
5 Authority of the City of West Allis, a separate body politic created by ordinance of the City of  
6 West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (“Authority”), and SoNa Lofts  
7 LLC, a Wisconsin limited liability company, its successors and/or assigns (“Developer”).  
8 Authority and Developer are each referred to herein as a party or together as the “Parties.”

9 **WHEREAS**, the Developer and Authority are parties to a Purchase and Sale Agreement  
10 (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property owned by  
11 Authority, which is Lot 2 on the Certified Survey Map (the “CSM”) described in **Exhibit A**  
12 attached hereto (the “Property” or “Lot 2”).

13 **WHEREAS**, on even date hereof, Authority closed on the sale of the Property to  
14 Developer pursuant to the Purchase and Sale Agreement.

15 **WHEREAS**, the Developer intends to construct one three-story multifamily apartment  
16 building having in total approximately 110 apartment units and approximately 5,177 square feet  
17 of retail space, including approximately 90 underground parking spaces and approximately 42  
18 surface parking spaces, generally consistent with the preliminary site plan and rendering, attached  
19 hereto as **Exhibit B** (the “Project Plans”) which, subject to Section 1.C below, the Authority agrees  
20 is acceptable in all respects, and satisfies, in Authority’s opinion, the standards set forth in this  
21 Development Agreement. The development described above is hereinafter referred to as the  
22 “Project” and is located within Six Points/Farmers Market Redevelopment Area, south of W.  
23 National Ave., west of South 66<sup>th</sup> Street, in the City of West Allis, Wisconsin and will be developed  
24 pursuant to the terms of this Agreement.

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

29           **WHEREAS**, on even date hereof, the Parties have executed and recorded against the  
30   Property and certain adjacent parcels owned by the Authority, which are currently known as Lots  
31   1, 3 and 4 of CSM 9370 (the “Adjacent Parcels,” and together with the Property, the “Overall  
32   Project Site”), a reciprocal easement agreement (“REA”) that provides for the access, repair, and  
33   operation of the common areas and common utilities, including streets, shared parking areas,  
34   sidewalks, landscaping and the storm water management system within the Overall Project Site.

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

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

41   **1.    AUTHORITY’S OBLIGATIONS.** Authority shall have completed the following  
42   actions:

43       **A.    Zoning and Planning Approvals.** Authority shall have issued all required  
44       approvals for the Project, which remain subject to final approval of City’s Common  
45       Council and City’s Plan Commission.

- 46 **2. DEVELOPER’S OBLIGATIONS.** Developer shall be obligated as follows:
- 47 **A. Environmental Remediation.** Developer shall be responsible for all costs
- 48 associated with environmental remediation of the Property as required by the
- 49 Wisconsin Department of Natural Resources to obtain a conditional “cap closure.”
- 50 **B. Construction of Project.** Subject to the obligations and contingencies set forth in
- 51 the Purchase and Sale Agreement, Developer will undertake the following;
- 52 (1) Commence construction of the Project and substantially complete the
- 53 Project in accordance with Section 2.C below.
- 54 (2) The Project shall be landscaped in accordance with approved Project Plans.
- 55 **C. Schedule.** Developer shall commence construction of the Project no later than the
- 56 date referred to in **Exhibit C** of this Agreement (the “Project Schedule”) and shall
- 57 proceed with due diligence to substantial completion and occupancy no later than
- 58 the date referred to in the Project Schedule. Failure of Developer to commence or
- 59 substantially complete construction as required by the Project Schedule, subject to
- 60 Force Majeure (as defined below), shall constitute a breach of this Agreement;
- 61 provided, however, such failure shall not constitute a default if Developer is
- 62 actively and continuously pursuing commencement or substantial completion, as
- 63 applicable, of construction in good faith and with due diligence.
- 64 **D. Availability of Funds and Approval for Construction.** Prior to the execution of
- 65 this Agreement, and from time to time thereafter, upon reasonable request of
- 66 Authority, but not more than once in a 12-month period, Developer shall provide
- 67 to Authority evidence satisfactory to Authority and its financial and/or construction
- 68 cost consultants, in Authority’s reasonable discretion, that Developer has available

69 to it the necessary corporate approvals and sufficient funds for the completion of  
70 the Project upon the schedule set forth herein.

71 Notwithstanding anything in this Section 2 to the contrary, Section 40 of the  
72 Purchase and Sale Agreement shall apply with respect to any materials that  
73 Developer determines contain sensitive or proprietary information relating to  
74 Developer or the Property or that may be trade secrets or copyrighted. Pursuant to  
75 said Section 40, among other things, Developer may deliver such materials to  
76 Authority's financial consultant upon receipt of such consultant's agreement to  
77 keep such information confidential, other than with respect to disclosures to the  
78 Authority, and the financial consultant will report to Authority on the contents  
79 thereof.

80 **E. Conveyance.** Prior to issuance of an Occupancy Permit for the Project, Developer  
81 shall not sell, transfer or convey the Property to anyone other than an Affiliate (as  
82 hereinafter defined), except that Developer may at any time, with or without the  
83 Authority's consent: (i) mortgage all or any portion of the Project property as  
84 security for the Project's financing (a "Mortgage"); (ii) collaterally assign  
85 Developer's interest in this Agreement to Developer's mortgage lender ("Lender")  
86 in connection with the Project's financing; and (iii) enter into the REA (as defined  
87 in the Purchase and Sale Agreement) and execute and record customary easements  
88 associated with the development of the Project. For purposes of this Agreement  
89 "Affiliate" shall mean an entity controlling, controlled by or in common control  
90 with Developer. Nothing herein shall preclude Developer from selling a majority

91 membership interest in the ownership of the Property. Lender shall be permitted to  
92 foreclose on the Property without Authority's consent.

93 **F. Nondiscrimination.** Developer shall not restrict the use or enjoyment of the  
94 Property or the Project of a person because of race, color, national origin, age, sex  
95 or disability in the sale, use or occupancy of the Project.

96 **3. DESIGN AND CONSTRUCTION STANDARDS.** The Parties have concluded that the  
97 Project will create a quality development that fits the context and vitality of the surrounding  
98 neighborhood redevelopment while utilizing contemporary design standards, and that the  
99 development is intended to increase the tax base and enhance the neighborhood. Building  
100 plans and specifications, including architectural elevations, for the Project, to include  
101 construction materials, shall be substantially in conformity with the Project Plans.  
102 Notwithstanding anything to the contrary set forth in Sections 4 through 10 below, the  
103 construction, design and operation of the Project shall comply in all material respects with  
104 the approved Project Plans.

105 **4. LANDSCAPING.** Landscaping for the Project shall be substantially in conformity with  
106 the Project Plans.

107 **A.** All areas on the Property not used for building, storage, parking, walks, and access  
108 roads, shall be suitably graded and drained, seeded, sodded, landscaped and  
109 maintained as provided in Sec. 12.13 of the Revised Municipal Code.

110 **B.** All required landscaping shall be completed within one year of the completion of  
111 construction of the principal buildings on the Property and shall, thereafter, be  
112 maintained in a manner acceptable to City. Developer will maintain the site  
113 landscaping in accordance with the requirements of the City Code.

114 5. **SITE STANDARDS AND IMPROVEMENTS.** Unless otherwise approved by the  
115 City’s Plan Commission, including with respect to the approved Project Plans, all buildings  
116 and other site improvements (collectively “Improvements”) to be constructed under this  
117 Agreement shall comply with the following minimum standards:

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

122 **B. Parking.** Any surface parking shall be distributed throughout the Property in a  
123 manner that no more than 30% of total surface parking should be located on any  
124 side facing a street. Landscaping shall be used to define parking areas, primary  
125 vehicular drives and pedestrian areas in an aesthetically and environmentally  
126 pleasing manner. The Plan Commission hereby approves the parking plan and  
127 associated landscaping as depicted on the Approved Plans.

128 6. **REFUSE.** Trash containers for the apartment buildings will be located in the underground  
129 parking areas, except on collection days, when such containers are temporarily placed  
130 outside for emptying by Developer’s waste removal vendor. Any permanent trash  
131 containers located outdoors and above ground, including dumpsters, must be enclosed by  
132 a wall that matches the character of the building facade and provides a suitable visual  
133 screen. Permanent outdoor trash enclosure areas will also feature a rooftop  
134 structure/covering to limit sight lines into the refuse area from housing units on site and  
135 adjacent to the Property. Such wall shall be of sufficient height to cover the material stored

136 and shall be maintained so as to present an aesthetically appealing appearance at all times.  
137 All permanent, outdoor trash enclosures to be permitted in side and rear yards only.

138 **7. UTILITIES AND SITE LIGHTING.** All new utility lines on the Property shall be  
139 installed underground in easements provided therefore. No new overhead electric power,  
140 telephone or cable service will be permitted. Existing overhead wires may remain in place.  
141 Parking and roadway lighting (fixture, height, type and intensity) where provided shall be  
142 approved by City. Area lighting shall not be mounted on the building. Full cut off fixtures  
143 shall be utilized to prevent light splay onto surrounding properties.

144 **8. PEDESTRIAN AND VEHICULAR ACCESS.**

145 **A.** All curb cuts and service drives shall be designed to minimize disruption of  
146 pedestrian activity and movements and are subject to the approval of City's Board  
147 of Public Works.

148 **B.** Pedestrian linkages and crossing access are encouraged between existing  
149 neighborhoods and the proposed development area in an effort to promote  
150 walkability, traffic safety, and reduction of the number of new driveways on major  
151 street arterials.

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

153 **9. ACCESSORY STRUCTURES.** The location, size and design compatibility of all  
154 permitted Accessory Structures (defined below) in the Project shall be approved by the  
155 City's Plan Commission pursuant to this Agreement before construction of such accessory  
156 structure. As used in this Agreement, the term "Accessory Structure" includes, but is not  
157 limited to, garages, maintenance buildings and the following structures (if such structures  
158 are to be located within the required setbacks): ground-mounted telephone and electrical

159 transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar  
160 structures. Issuance of a building permit by the City and Plan Commission approval shall  
161 constitute conclusive evidence that the City has approved any and all Accessory  
162 Structures.

163 **10. SIGNAGE.** Signage placement shall be considered in the building and site design. A  
164 complete signage package, indicating design, materials size, location, and illumination,  
165 shall be submitted to City’s Development Department for approval.

166 **11. CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to  
167 the contrary, construction of the Project in accordance with the final plans and  
168 specifications approved by the City’s Plan Commission shall conclusively evidence  
169 compliance with this Agreement. Following completion of construction of the Project in  
170 accordance with such final approved plans and issuance of an occupancy permit by the  
171 City of West Allis, at the written request of Developer, Authority shall execute and deliver  
172 to Developer a certificate of completion in substantially the form attached hereto as **Exhibit**  
173 **D** confirming that the Project is acceptable to Authority in all respects and satisfies, in  
174 Authority’s opinion, the standards set forth in this Agreement (the “Certificate of  
175 Completion”). The Certificate of Completion shall constitute a conclusive determination  
176 of satisfaction and termination of Developer’s covenants and agreements set forth in this  
177 Agreement, including, without limitation, any provision related to (a) the obligation of  
178 Developer to complete the Project, and (b) the required date for completion of the Project;  
179 provided, however, that Developer’s obligations pursuant to Sections 2.F, 4.B, 12.A, and  
180 12.C shall continue in effect until otherwise satisfied as set forth in this Agreement.

181 **12. MAINTENANCE RESPONSIBILITIES.**

182           A.     Developer shall keep the Property and easement areas on the Property in a well  
183                   maintained, safe, clean, and attractive condition at all times. Such maintenance  
184                   includes, but is not limited to, the following:

- 185                   (1)     The removal of all litter, trash, refuse, and wastes.
- 186                   (2)     The mowing of all lawn areas should be conducted in accordance with  
187                                 municipal code.
- 188                   (3)     The maintenance of lawn and landscape areas in a weed-free, healthy and  
189                                 attractive condition.
- 190                   (4)     The care and pruning of trees and shrubbery outside of easements within  
191                                 Property boundaries.
- 192                   (5)     The maintenance of exterior lighting, signs, and mechanical facilities in  
193                                 working order.
- 194                   (6)     The keeping of all exterior building surfaces in a clean, well maintained  
195                                 condition.
- 196                   (7)     The striping and sealing of parking and driveway areas.
- 197                   (8)     The removal of unlicensed or inoperable vehicles.
- 198                   (9)     Snow and ice removal.

199           B.     **Maintenance During Construction.**     During construction, it shall be the  
200                   responsibility of Developer to ensure that construction sites on the Property are kept  
201                   free of unsightly accumulations of rubbish and scrap materials; and that  
202                   construction material, trailers, and the like are kept in a neat and orderly manner.  
203                   If any street right-of-ways abutting the Property are damaged as a result of  
204                   Developer’s construction activities, Developer shall repair said damage to edge of

205 pavement. Burning of excess or scrap construction material is prohibited.  
206 Construction site erosion control practices shall be implemented to prevent erosion,  
207 sedimentation and pollution of air or water during construction in accordance with  
208 the Building Permit for erosion control issued by the City’s Building Inspection &  
209 Neighborhood Services Department on October 25, 2021, as Permit No. 211849.

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

212 **13. DEFAULT PROVISIONS AND REMEDIES.**

213 **A. Event of Default.** The occurrence of the following conditions shall constitute an  
214 “Event of Default” so long as such conditions exist and are continuing:

215 (1) Developer fails to perform or satisfy any of its obligations under this  
216 Agreement within thirty (30) days following written notice from Authority;  
217 provided, however, if the default is not reasonably susceptible of cure within  
218 such thirty (30) day period, then Developer shall have such additional  
219 period of time to cure the default as long as the Developer is diligently  
220 pursuing such cure to completion.

221 (2) Developer becomes insolvent or generally does not pay or becomes unable  
222 to pay or admits in writing to its inability to pay its debts as they mature.

223 (3) Developer makes an assignment for the benefit of creditors or to an agent  
224 authorized to liquidate any substantial amount of assets.

225 (4) Developer becomes the subject of an “order for relief” within the meaning  
226 of the United States Bankruptcy Code or files a petition in bankruptcy, for  
227 reorganization or to affect a plan or other arrangement with creditors.

- 228 (5) Developer has a petition or application filed against it in bankruptcy or any  
229 similar proceeding or has such a proceeding commenced against it, and such  
230 petition, application or proceeding shall remain undismissed for a period of  
231 ninety (90) days or Developer files an answer to such petition or application,  
232 admitting the material allegations thereof.
- 233 (6) Developer applies to a court for the appointment of a receiver or custodian  
234 for any of its assets or properties or has a receiver or custodian appointed  
235 for any of its assets or properties, with or without consent, and such receiver  
236 shall not be discharged within ninety (90) days after his appointment.
- 237 (7) Developer adopts a plan of complete liquidation of its assets.

238 **B. Failure to Commence or Substantially Complete Construction.** So long as  
239 Authority is in compliance with all of its obligations under the Purchase and Sale  
240 Agreement and the Development Financing Agreement, in the event Developer  
241 does not commence construction of the Project pursuant to the Project Schedule,  
242 subject to Force Majeure, Authority may, but shall not be required to, purchase the  
243 Property for the price paid to Authority by Developer, as its sole remedy, by giving  
244 at least thirty (30) days' prior written notice to Developer of its intention to  
245 repurchase, in which case the Authority will take title subject to the terms of the  
246 REA. If commencement of construction of the Project has occurred, but Developer  
247 does not substantially complete construction of the Project pursuant to the Project  
248 Schedule, subject to Force Majeure, Authority may charge Developer a fee of  
249 \$50.00 per day for each day between the date that substantial completion is required

250 pursuant to the Project Schedule and the date that the Project is substantially  
251 complete.

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

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

262 **C. Limitation on Remedies.** Neither party shall be liable to the other for  
263 consequential, indirect, incidental or exemplary damages, whether based on  
264 contract, negligence, and strict liability or otherwise. In any action to enforce this  
265 Agreement, the prevailing party shall be entitled to its costs, including statutory  
266 attorney’s fees.

267 **14. APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms  
268 and conditions of Section 14 (Time of the Essence), Section 20 (No Partnership or  
269 Venture), Section 21 (Notices), Section 22 (Further Assurances), Section 23 (Waiver of  
270 Terms), Section 25 (Amendment of Agreement), Section 26 (Governing Law and Venue),  
271 Section 27 (Successors and Assigns), Section 28 (Execution in Counterparts), Section 29  
272 (Titles and Headings), Section 31 (Interpretation), Section 32 (Construction), Section 33

273 (Severability), Section 38 (Binding Effect), and Section 39 (Good Faith) of the Purchase  
274 and Sale Agreement shall govern the interpretation and application of this Agreement.

275 **15. DEFINED TERMS.** Defined terms contained in the Development Agreement shall,  
276 unless a different specific definition is given, be governed by the definitions contained in  
277 the Purchase and Sale Agreement.

278 **16. ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits annexed  
279 hereto, constitutes the entire agreement and supersedes all other prior agreements and  
280 understandings, both written and oral, by the Parties or any of them, with respect to the  
281 development and maintenance of the Project

282 **17. FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting  
283 losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of  
284 this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil  
285 disorders, pandemics, national epidemics wars, acts of enemies, strikes, lockouts, or similar  
286 labor troubles, fires, floods, legally required environmental remedial actions, shortage of  
287 materials, relocation of utilities, or by other cause not within the control of the Party whose  
288 performance was interfered with ("Force Majeure"), and which by the exercise of  
289 reasonable diligence such Party is unable to prevent. The time for performance shall be  
290 extended by the period of delay occasioned by such Force Majeure.

291 **(SIGNATURE PAGES FOLLOW)**

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

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

By: \_\_\_\_\_  
Name:  
Title:

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

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Name:  
Title: Deputy City Attorney

**DEVELOPER: SONA LOFTS LLC**

**By: Mandel/SoNa Lofts LLC**

By: BR Mandel LLC

Its: Manager

By: \_\_\_\_\_  
Barry R. Mandel, Manager

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

**Development Agreement List of Exhibits**

<b>Exhibit A</b>	Property
<b>Exhibit B</b>	Project Plans
<b>Exhibit C</b>	Project Schedule
<b>Exhibit D</b>	Certificate of Completion

## **EXHIBIT A**

### **Property**

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.

# EXHIBIT B

## Project Plans

(See attached)

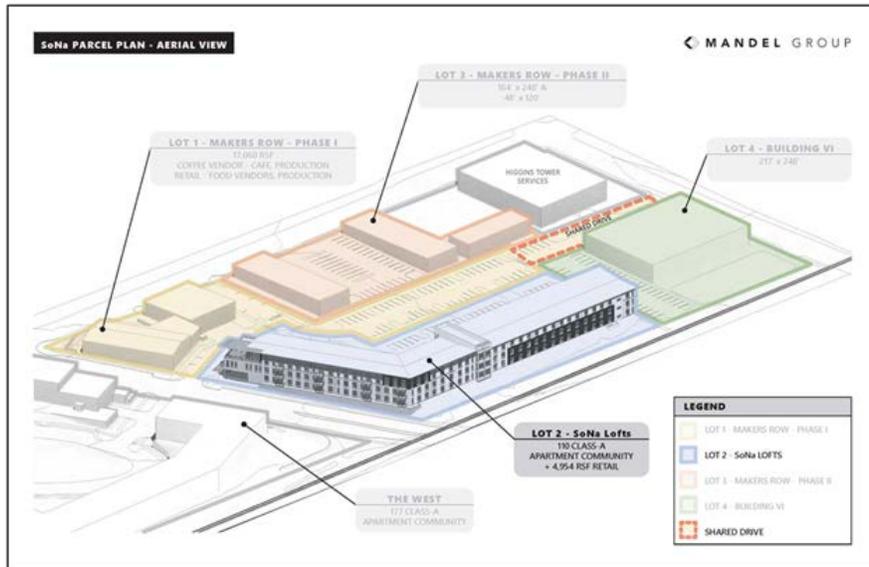


Exhibit B

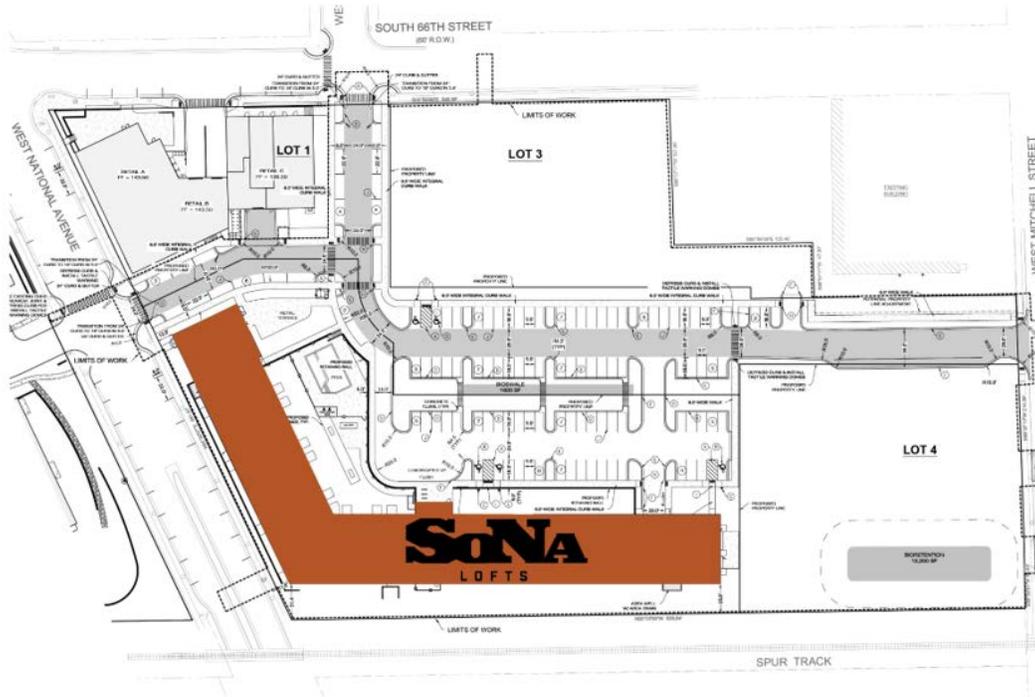
**EXHIBIT B (CONTINUED)**



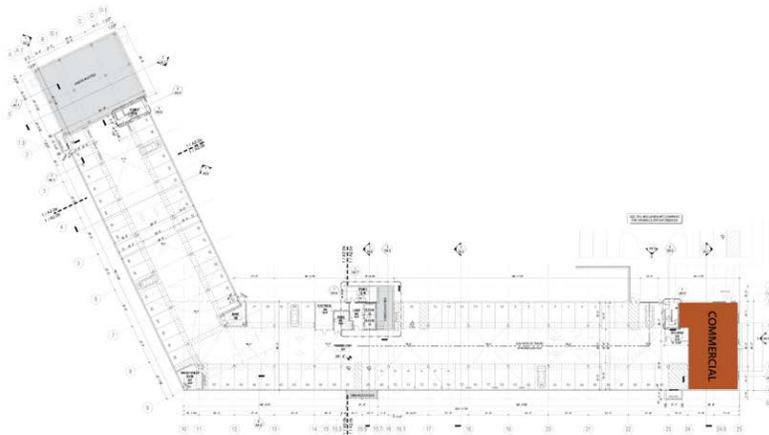
**EXHIBIT B (CONTINUED)**



**EXHIBIT B (CONTINUED)**



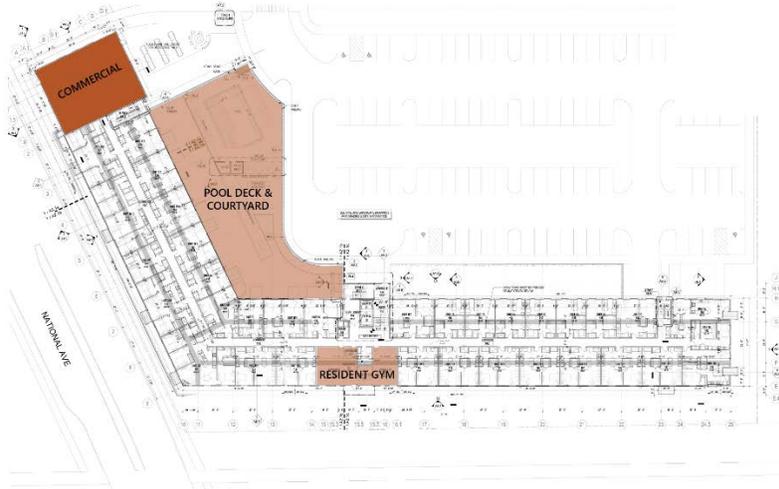
**SO NA**  
LOFTS  
BASEMENT PLAN



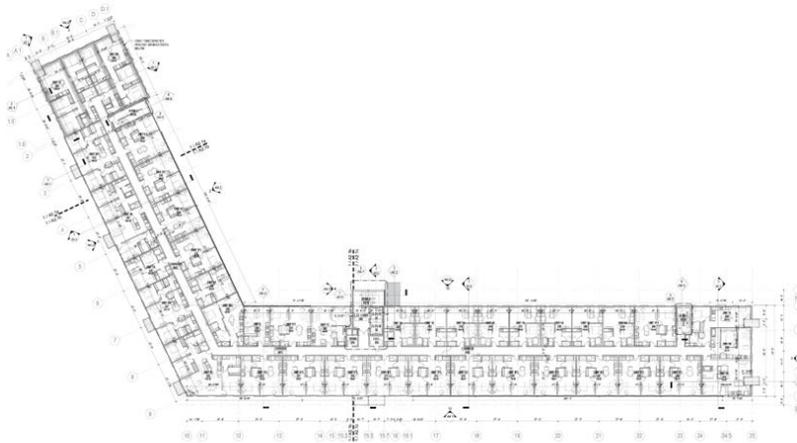
**EXHIBIT B (CONTINUED)**



1st FLOOR PLAN



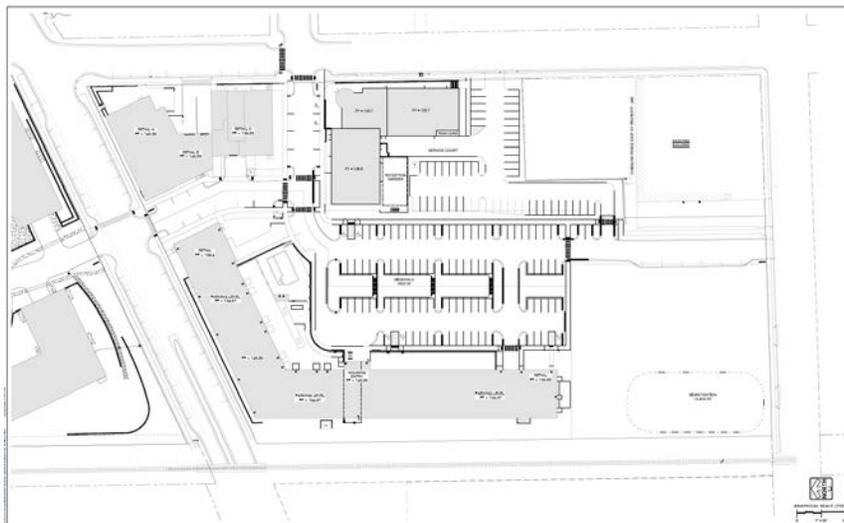
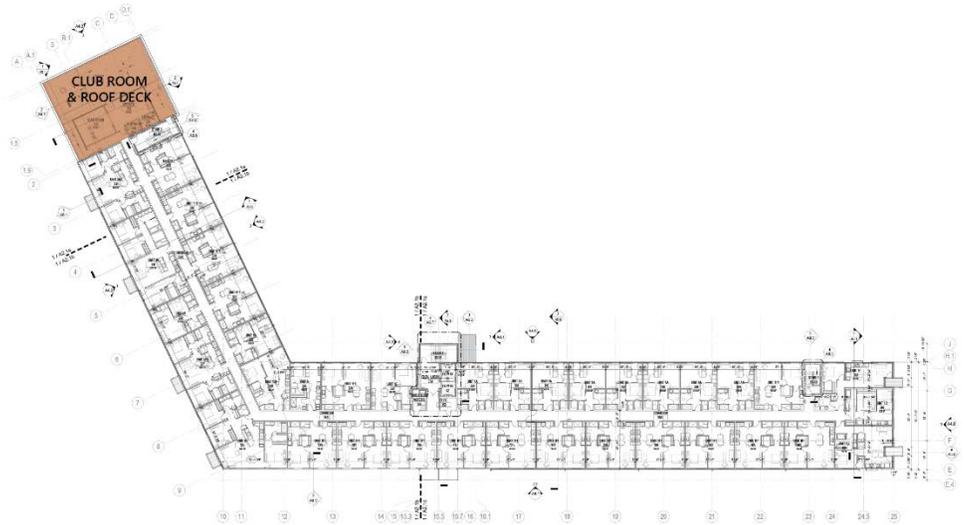
2nd FLOOR PLAN



# EXHIBIT B (CONTINUED)



3rd FLOOR PLAN



## EXHIBIT C

### Project Schedule

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

## EXHIBIT D

### Certificate of Completion

#### MGI COMPLETION GUARANTY

This Guaranty by is made by MANDEL GROUP, INC., a Wisconsin corporation (“**MGI**” or “**Guarantor**”) and SONA LOFTS LLC, a Wisconsin limited liability company (“**Developer**”), to and for the benefit of the City of West Allis, Wisconsin (the “**City**”).

WHEREAS, pursuant to that certain Development Financing Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Development Financing Agreement**”) by and among Developer, 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 “**CDA**”) and the City, the City has agreed to make certain financial accommodations available to Developer, on the terms and subject to the conditions set forth in the Development Financing Agreement; and,

WHEREAS, pursuant to that certain Development Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Development Agreement**”) by and among the CDA and the Developer, the Developer agreed to certain terms and conditions with respect to the development and maintenance of a multifamily apartment project more particularly described in the Development Agreement (the “**Project**”); and

WHEREAS, the City requires, as a condition of entering into the Development Financing Agreement and the transactions related thereto, that Guarantor guaranty certain obligations of Developer to the City pursuant to the terms hereof; and,

WHEREAS, MGI is an affiliate of the Developer, and will derive substantial benefits from the conduct of the Developer's business and operations; and, by reason of the relationship with the Developer, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Developer and MGI that the Developer obtain the benefits under the Development Financing Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Financing Agreement

2. So long as this Guaranty is outstanding, the Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against such Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. The Guarantor agrees to file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by it to the extent that such taxes shall have become

due and all extensions have expired. The Guarantor has no knowledge of any liabilities as to it, which may be asserted against it upon audit of its federal or state tax returns for any period that remains subject to audit.

B. Except as disclosed by the Guarantor to the City or the CDA, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor, or any of its properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

C. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Development Financing Agreement or the financial condition of Developer. The Guarantor has independently determined the issues relating to completion of the Project.

3. The Guarantor hereby absolutely and unconditionally guarantees to the City (i) the prompt and complete performance of Developer's obligation to complete the construction of the Project as set forth in the Development Agreement ("**Guaranteed Obligations**"). In the event that Developer fails to substantially complete construction of the Project as required under the terms of the Development Agreement, then, upon receipt of written notice from the City, Guarantor will within thirty (30) days after receipt of such notice undertake to complete construction of the Project pursuant to the provisions of this Section 3 and thereafter pursue such

construction through to substantial completion of the Project. If the City elects to require Guarantor to complete the Project, then within thirty (30) days after written demand by the City, Guarantor will commence such construction of the Project.

4. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, its successors, and permitted assigns; however, the Guarantor shall not transfer or assign its Obligations to an affiliate or another entity without the written consent of the City. This Guaranty shall remain in full force and effect so long as any of the Guaranteed Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Development Agreement or any of the terms thereof, the continuance of any Guaranteed Obligations on the part of the Developer on the Development Agreement, or the power or authority or lack of power or authority of the Developer or any other party to execute and deliver the Development Financing Agreement, Development Agreement, or to perform any of the Guaranteed Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Developer to perform any covenant or agreement under the terms of the Development Agreement, or the failure to resort for payment to the Developer or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Development Financing Agreement and/or Development Agreement or amendments, modifications, consents or waivers with respect to the Development Financing Agreement and/or Development Agreement or any subordination of the Guaranteed Obligations to any other obligations of the Developer (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Developer might have to the payment or to the performance or observance of any of the Guaranteed Obligations, other than full payment or performance thereof, as applicable.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

F. Any act or failure to act with regard to any of the Guaranteed Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Guaranteed Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment or performance of the Guaranteed Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor.

Without limiting any of the other terms or provisions hereof, it is understood and agreed that in

order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Developer or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Developer shall default in the performance of the Guaranteed Obligations under the terms of the Development Agreement beyond any applicable grace or cure period and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default until terminated as herein provided.

5. This Guaranty shall be a continuing guaranty so long as any of the Guaranteed Obligations remain unpaid or unperformed, as applicable, and may be enforced by the City or any successor in interest under the Development Agreement; provided that the City may only transfer this Guaranty, the Development Agreement and the Development Financing Agreement to the CDA or any successor to the CDA or to the City, in each case, affiliated with the City of West Allis and to no other party without the consent of Guarantor and provided further that notice is given to the Guarantor within a reasonable time after such assignment.

6. This Guaranty shall terminate and Guarantor shall be released from all further liability hereunder upon the issuance of the Certificate of Completion (as defined in the Development Agreement).

7. Notices hereunder shall be given in accordance with the provisions of the Development Financing Agreement.

8. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(SIGNATURES CONTINUED ON NEXT PAGE)





Acceptance:

This Guaranty is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by the City of West Allis.

CITY OF WEST ALLIS (“City”)

By: \_\_\_\_\_  
Dan Devine, Mayor

By: \_\_\_\_\_  
Rebecca Grill, City Clerk

Document Number	<b>CERTIFICATE OF COMPLETION</b>
	Document Title

**CERTIFICATE  
OF COMPLETION**

**Six Points  
Apartments**

Recording Area
Name and Return Address
Joshua P. Roling Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202

Parcel Identification Number (PIN)

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Property Address	
Developer:	SONA Lofts LLC, a Wisconsin limited liability company
Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 2021, as amended or modified, recorded on _____, 2021, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of \_\_\_\_\_, 2021, which is evidenced by that certain Memorandum of Agreements recorded on \_\_\_\_\_, 2021, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number \_\_\_\_\_ (the "Memorandum").

Construction was deemed by Authority to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth

in the Development Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

Upon recording of this CERTIFICATE, the real estate described above shall specifically be “released” of record from the Development Agreement and the restrictions against the real estate set forth therein; provided, however, that Developer’s obligations pursuant to Sections 2.F, 4.B, 12.A, and 12.C of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

Dated at West Allis, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

Title:

STATE OF WISCONSIN )

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_,  
\_\_\_\_\_ of the Community Development Authority of the City of West Allis, to me known to be  
the persons who executed the foregoing instrument, and to me known to be such \_\_\_\_\_, and  
acknowledged that they executed the foregoing instrument as such officers as the deed of said Community  
Development Authority by its authority.

(SEAL)

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

Notary Public, State of Wisconsin

My Commission expires:

## **DEVELOPMENT FINANCING AGREEMENT**

### **(SONA Lofts)**

**THIS DEVELOPMENT FINANCING AGREEMENT** (“Agreement”), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, 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”) and SoNa Lofts LLC, a Wisconsin limited liability company, its successors and/or assigns (“Developer”). The Authority, City and Developer are each referred to herein as a party or together as the “Parties.” The Authority and City collectively are referred to as “West Allis.”

**WHEREAS**, the Developer and the Authority have entered into a Purchase and Sale Agreement (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property owned by Authority, which is Lot 2 on the Certified Survey Map (the “CSM”) described in **Exhibit A** attached hereto (the “Property” or “Lot 2”).

**WHEREAS**, as of the date hereof, the Authority closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement (the “Closing”).

**WHEREAS**, the Developer intends to construct one three-story multifamily apartment building having in total approximately 110 apartment units and approximately 5,177 square feet of retail space, including approximately 90 underground parking spaces and approximately 42 surface parking spaces. The development described above is hereinafter referred to as the “Project” and is located within Six Points/Farmers Market Redevelopment Area, south of W. National Ave., west of South 66<sup>th</sup> Street, in the City of West Allis, Wisconsin. The Property is located within a Redevelopment District (the “District”) that was declared to be a blighted area

district pursuant to the Project Plan for the creation of Tax Incremental District No. 15 approved on July 5, 2016 (deemed to be and referred to herein as the “Project Master Plan”). The Project will be developed pursuant to the terms of this Agreement.

**WHEREAS**, the Authority and City agree to provide certain financial incentives and assistance to allow the Developer to develop the Project, and the Developer would not undertake the development and construction of the Project without such financial incentives and assistance.

**WHEREAS**, the Parties desire to set forth in writing the terms of such financial incentives and assistance and the terms and conditions under which West Allis will provide such financial incentives and assistance.

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

1. **Developer Investment, Equity and Financing**. On or prior to Closing, Developer will demonstrate to the City that in connection with the Project: (a) Developer or its sponsor, Mandel/SoNa Lofts LLC, a Wisconsin limited liability company (“Sponsor”) has through reduced fees (“Sponsor Created Savings”) “invested” the savings from such reduced fees in the Project in an amount equal to or greater than \$707,319, and (b) Developer or its parent company, SoNa Lofts OZ Fund LLC, a Wisconsin limited liability company (the “Fund”), has obtained approximately \$21,600,000 in a combination of (i) debt financing from a private lending institution (the “Debt Financing”) and (ii) private equity (“Equity”). Developer shall have the right to adjust the projected amounts of Debt Financing and Equity provided that Developer shall, in the aggregate, have obtained sufficient Debt Financing and Equity that, together with the public funding and financing assistance described in this Agreement, is sufficient to complete development of the

Project. Developer and/or its affiliates shall provide any and all guaranties required to obtain the necessary Debt Financing provided any and all such guaranties are on commercially reasonable terms and conditions.

2. **Tax Increment Financing.**

a. **Tax Incremental District.** Pursuant to the Wisconsin Tax Increment Law, Wis. Stats. §66.1105 *et seq.*, the Common Council of the City of West Allis created by resolution Tax Incremental District Number 15, City of West Allis (“TID #15”), as of July 5, 2016, and approved the Project Master Plan for the District (as amended). The Property is within the boundaries of the District, the District has been declared to be a blighted area, and the transaction contemplated by the Purchase and Sale Agreement, the Development Agreement and this Agreement is essential to the viability of the District.

i. The Project to be developed by the Developer benefits the surrounding neighborhood and West Allis as a whole. West Allis has determined that the Project is consistent with the Project Master Plan and with the City’s Master Plan as of May 25, 2016.

ii. West Allis desires to encourage economic development, expand the tax base, and create new jobs within the area, all in furtherance of and in compliance with the TID Project Master Plan and the City’s Master Plan. West Allis finds that the Project and this Agreement are in the vital and best interests of West Allis and its residents and serves a public purpose in accordance with state and local law.

iii. The Project would not occur without the financial participation of West Allis as provided herein.

iv. Property taxes paid on all properties within TID #15 in excess of those paid on the base valuations are referred to as “Tax Increments.”

v. The City, the Authority and Six Points West Allis Apartments II LLC, a Wisconsin limited liability company (“NoNa Developer”) entered into a Development Financing Agreement dated March 29, 2019, as amended (the “NoNa Development Finance Agreement,”) pursuant to which the City and the Authority agreed to provide certain financial incentives and assistance to NoNa Developer, including a “pay-go TID” D-MRO in an estimated amount of \$16,927,807 (the “NoNa D-MRO”) from the Tax Increments paid by a multifamily apartment project located at 6620 W. National Avenue known as “The West” (the “NoNa Project”) and a commercial building located at 6609 W. Greenfield Avenue (the “Commercial Project”). Tax Increments paid by the NoNa Project and the Commercial Project are referred to collectively in this Agreement as the “NoNa Tax Increment.”

vi. The City has included the Project in TID #15. As used in this Agreement, the term “SoNa Available Funds” means Tax Increment paid by the Project (“SoNa Tax Increment”), any NoNa Tax Increment remaining after being applied in accordance with the NoNa Development Finance Agreement in any given year (the “NoNa Available Funds”), and that portion of the TID #15 fund balance (the “TID Fund Balance”) that is available to pay the scheduled TID Fund Balance Withdrawal amount of the SoNa D-MRO pursuant to **Exhibit B** attached hereto (the “TID Fund Balance Withdrawal”).

b. **TID Law.** All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law in Section 66.1105 of Wisconsin Statutes.

3. **Financial Assistance.** West Allis hereby agrees to provide to Developer for the Project the following financial incentives and financial assistance:

a. **Property Conveyance.** The Authority owned the Property and has conveyed the Property to Developer or its affiliate for \$1.00 in accordance with the terms of the Purchase and Sale Agreement.

b. **Developer Municipal Revenue Obligation.** The City will provide Developer with an amount not to exceed \$15,725,000 (“SoNa D-MRO”) in “pay-go TID” benefits to the Developer. The amount of each annual payment will vary based upon the SoNa Tax Increment paid, NoNa Available Funds, and TID Fund Balance available, but payments are based on the estimates provided in **Exhibit B** attached hereto (the “SoNa D-MRO Schedule”). In the event the SoNa Tax Increment is greater than or less than the amount shown in Exhibit B for any year, then in such year the amount paid under the SoNa D-MRO shall increase or decrease by a like amount, without changing the amount to be paid from the TID Fund Balance pursuant to **Exhibit B**, as applicable. Adjustments to the amount paid in any year of the SoNa D-MRO Schedule shall not amend or modify the maximum total amount of SoNa D-MRO available (\$15,725,000). Annual payment will be made from the SoNa Available Funds. Until the NoNa D-MRO is fully satisfied, no NoNa Tax Increment will be used to pay the SoNa D-MRO. SoNa D-MRO payments are contingent upon the availability of funds pursuant to Section 5 and Section 6 below. Installments on the SoNa D-MRO shall commence on October 1 in the first year that the

Project generates Tax Increment and will be due and payable on each October 1 thereafter. If SoNa Available Funds are not sufficient in any given year to make the SoNa D-MRO payment set forth on **Exhibit B** attached hereto, then any unpaid amount will carry over into each subsequent year for payment to the extent there are sufficient SoNa Available Funds. If any balance remains after reaching the 27-year statutory time limit for TID #15, any remaining carry over balance is waived.

4. **Takeout Refinancing.** Developer anticipates that it will seek a Takeout Refinancing (as hereinafter defined) of the Debt Financing within twelve (12) months following Project Stabilization (as hereinafter defined). If sufficient Takeout Proceeds (as hereinafter defined) are available, Developer may make a payment to the Authority out of the Takeout Proceeds within fifteen (15) months following Project Stabilization (the "**Takeout Payment**" in a multiple of \$50,000. .

a. **Effect of Making Takeout Payment.** If Developer makes a timely Takeout Payment pursuant to this Section 4, then the Authority Participation Percentage (defined in Section 9(b) below) shall be reduced as follows:

i. the Authority Participation Percentage shall be reduced by one percent (1%) for every \$50,000 paid to the Authority as a Takeout Payment up to and including \$500,000;<sup>1</sup> and

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<sup>1</sup> For example, if the Developer were to make a \$250,000 Takeout Payment, then the Authority Participation Percentage would be reduced by 5% ( $\$250,000/\$50,000 * 1\%$ ) such that the Authority Participation Percentage would be 20% (25%-5%). If the Developer were to make a \$450,000 Takeout Payment, then the Authority Participation Percentage would be reduced by 9% ( $\$450,000/\$50,000 * 1\%$ ) such that the Authority Participation Percentage would be 16% (25%-9%).

ii. the Authority Participation Percentage shall be reduced by one half of one percent (0.5%) for every \$50,000 paid to the Authority as a Takeout Payment above \$500,000 and less than or equal to \$1,000,000.<sup>2</sup>

b. **Definition of Takeout Refinancing.** As used herein, a “Takeout Refinancing” shall mean the initial refinancing of the Debt Financing that provides enough proceeds to satisfy the Debt Financing but which proceeds are not sufficient, after paying all closing costs, current year and accrued preferred returns under the Fund’s limited liability company agreement, management fees, and reserves, to return the entire original capital contribution to all the members of the Fund.

c. **Definition of Takeout Proceeds.** As used herein, “Takeout Proceeds” shall mean proceeds available to Developer from the Takeout Refinancing less: (i) payment of all closing costs in connection with the Takeout Refinancing, (ii) payment of all sums required to satisfy existing mortgages on the Property, (iii) payment of all sums required to satisfy a loan from the City to the Developer pursuant to a Contaminated Site Loan Agreement for US EPA RLF Funds dated as of the date hereof (the “EPA Loan”), if Developer elects to satisfy the EPA Loan in connection with the Takeout Financing (iv) payment of all sums required to satisfy any working capital loans or cash advances made to Developer or the Fund by principals and affiliates of Developer or the Fund for the benefit of the Project, (v) establishment of reasonable reserves, including, without limitation, any reserves required by the Takeout Lender (as defined below); and (vi)

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<sup>2</sup> For example, if the Developer were to make a \$750,000 Takeout Payment, then the Authority Participation Percentage would be reduced by 10% for the first \$500,000 of the Takeout Payment and by 2.5% ( $\$250,000/\$50,000 * 0.5\%$ ) for the additional \$250,000 of the Takeout payment, for a total reduction of 12.5% such that the Authority Participation Percentage would be 12.5%. The maximum reduction in Authority Participation Percentage is 15% for a \$1,000,000 Takeout Payment, leaving a 10% Authority Participation Percentage.

payment of all sums required to pay the current year and any and all accrued preferred returns (but not return or pay in full the Investor Equity and Sponsor Created Savings) to investors in the Fund, including Sponsor, under the Fund's limited liability company agreement.

d. **Underwriting Criteria for Takeout Refinancing.** The Parties acknowledge and agree that the total loan amount for the Takeout Refinancing will be subject to Developer's sole discretion and subject to Developer's then-current underwriting criteria.

5. **Application of Tax Increments.**

a. Prior to the date that the NoNa D-MRO is fully satisfied, all NoNa Tax Increments shall be applied in accordance with the NoNa Development Finance Agreement, as set forth on **Exhibit B-1** attached hereto. From and after the date that the NoNa D-MRO is fully satisfied and any surplus NoNa Tax Increment has been applied in accordance with the NoNa Development Finance Agreement, all remaining NoNa Tax Increments shall be added to the TID Fund Balance.

b. If the Authority receives a profit participation payment pursuant to the NoNa Development Finance Agreement (the "**NoNa Profit Participation**"), then the Authority agrees to add the first \$1,000,000 of the NoNa Profit Participation (or the full amount of the NoNa Profit Participation if less than \$1,000,000) to the TID Fund Balance.

c. The SoNa Available Funds shall be applied as follows:

i. Payment to the City of any outstanding, current or past due City TID administration fees for certain expenses in connection with administration of the SoNa D-MRO in the annual fee amount as set forth on **Exhibit B-1** attached hereto

(the “City TID Administration Fee”), which shall be payable in any year thereafter during which TID #15 remains open and the SoNa D-MRO remains unpaid in full;

ii. Payment of the annual payment on the SoNa D-MRO as set forth on **Exhibit B** attached hereto, plus any amounts carried over from prior years, subject to

(1) Any adjustment to the portion of the SoNa D-MRO payment based on the actual SoNa Property Tax Increment pursuant to Section 3(b) above

(2) Any adjustment to the portion of the SoNa D-MRO payment to be made from NoNa Available Funds based upon the actual NoNa Available Funds; and

(3) Any adjustment to the portion of the SoNa D-MRO payment to be made from the TID Fund Balance Withdrawal based upon the availability of funds in the TID Fund Balance.

d. Any amounts due in any year for the City TID Administration Fee and the SoNa D-MRO but not paid from SoNa Available Funds shall carry over until paid or waived upon closure of TID #15. The City TID Administration Fee and SoNa D-MRO shall carry over without interest.

6. **TID Fund Balance**. The parties hereby acknowledge and agree that a portion of the TID Fund Balance will be used to pay the SoNa D-MRO pursuant to **Exhibit B** attached hereto, to the extent such funds are available. Provided that TID #15 receives sufficient revenue, after payment of the NoNa Project expenditures and Other Project Costs set forth on **Exhibit B-1** (the “Pre-Existing Obligations”), to fund the TID Fund Balance Withdrawal, the Authority shall retain

sufficient funds in the TID Fund Balance to make the TID Fund Balance Withdrawal as shown on **Exhibit B**. If the TID Fund Balance is insufficient in any year to make the TID Fund Balance Withdrawal, the City shall not withdraw or pledge the TID Fund Balance for any other purposes, other than the Pre-Existing Obligations, until the full amount of the TID Fund Balance Withdrawal for the current year, plus any amounts carried over from prior years, is paid in full, and the Authority reasonably and in good faith believes that such use or withdrawal will not result in a shortfall in the future. Subject to this Section 6, the City may use funds from the TID Fund Balance for other purposes permitted under the Tax Increment Law, including, without limitation, repayment of principal and interest on loans between the Authority and FIRE related to the NoNa Project (the “FIRE Loans”).

7. **Developer Completion Guaranty**. Developer shall provide the City with a Guaranty of Completion for the Project. “Completion” shall be defined as the issuance of the Certificate of Completion (as defined in the Development Agreement). Upon Completion, the Guaranty of Completion shall be released in its entirety.

8. **Savings Agreement**. West Allis and the Developer have agreed on a final Project Budget for the Project substantially in the form attached as **Exhibit C** (the “Project Budget”). West Allis will be engaging, at its expense, a construction cost consultant to review the Project Budget and to monitor final costs. West Allis agrees in good faith to consider using the same construction cost consultant as is being used by the Developer’s Lender in connection with the Project. The Developer agrees to cooperate with the consultant and provide such information as the consultant may request to satisfy this section.

a. **Cost Savings Definition**. “Cost Savings” shall mean the difference, if any, between (i) total disbursements by or on behalf of the Developer, its affiliates or their

assignees in connection with the Project and (ii) the Project Budget. Amounts remaining unspent in any category within the Project Budget may be used to offset cost overruns in any other category of the Project Budget.

b. **Application of Cost Savings.** Upon Project Stabilization (defined below), Cost Savings shall be applied in the following order of priority:

i. The Developer shall fund into an account (the “Capital Reserve Account”) an amount equal to \$100,000.00 to pay for replacement costs, capital improvements and non-routine operating expenses associated with the Project, including without limitation, construction defects and failures to the extent not covered by applicable warranties, and deductibles on insurance claims without the prior consent of the Authority; then

ii. Any remaining Costs Savings after item (i) above (“Net Savings”) shall be paid 50% to the Authority and 50% to the Developer. The Authority shall deposit any Net Savings it receives into the TID Fund Balance.

c. **Project Stabilization Definition.** “Project Stabilization” shall mean the earlier of (a) the date upon which the Project has achieved and maintained 95% physical occupancy of apartments available for rent (i.e., excluding from total apartment count, models and units occupied for marketing and management purposes) continuously over any ninety (90) day period or (b) the fifth (5<sup>th</sup>) anniversary of the date of Closing. Notwithstanding the foregoing, Developer may make a distribution of all or any percentage of Net Savings payable to the Authority prior to achieving 95% physical occupancy if necessary or desirable to comply with any applicable loan covenants and obligations in effect in connection with any Debt Financing.

d. **Capital Reserve Account.** Developer and the Authority hereby acknowledge and agree that Developer shall have the right to withdraw funds from the Capital Reserve Account during the two-year period commencing at Project Stabilization (the “Reserve Period”) to pay for replacement costs, and non-routine operating expenses, including without limitation, construction defects and failures to the extent not covered by applicable warranties, and deductibles on insurance claims without the prior consent of the Authority. Upon the expiration of the Reserve Period, any funds remaining in the Capital Reserve Account shall be distributed 50% to the Authority and 50% to the Developer. The Authority shall deposit any such distribution it receives into the TID Fund Balance.

e. **Calculation of Net Savings.** Final determination of Net Savings shall be made by West Allis’s construction cost consultant, in good faith and acting reasonably, subject to the reasonable review and approval of Developer. The calculation of the actual cost of the Project and therefore the determination of Net Savings will conform to the disbursement records of the Developer’s construction lender and First American Title Insurance Company. Within 60 days following Project Stabilization, Developer shall provide West Allis and its construction cost consultant with a detailed description of the actual costs of the Project in a manner and format consistent with the original Project Budget. West Allis or its consultant may request any additional support or verification as may be reasonably needed including invoices and other proof of payments to compare the final cost to the original Project Budget.

9. **Profit Participation.**

a. **Profit Participation Triggers.** In further consideration of the participation by West Allis in this Agreement, and as more particularly provided below, upon the

occurrence (during the time in which TID #15 remains open) of: 1) a sale by Developer or its affiliate of the Project or the conveyance of greater than a majority and controlling interest in Developer or its affiliate then owning the Project to any third-party unrelated to Developer (a “Sale”); or 2) a Cash Out Refinancing (as defined below) of the Project (each a “Trigger Event”), West Allis shall be entitled to a one-time Profit Participation as hereinafter provided.

b. **Profit Participation and Definition.** If Net Proceeds (as hereinafter defined) result from a Sale or Cash Out Refinancing, and provided further that the conditions outlined below are satisfied in the event of such Sale or Cash Out Refinancing, in sufficient amounts to result in the total Investor Equity (as hereinafter defined) realizing an Internal Rate of Return, to be determined based on the methodology reflected in the example calculation attached hereto as **Exhibit D** and in accordance with standard industry practice (“IRR”) in excess of 15%, then, subject to adjustment pursuant to Section 4.a) above, twenty-five percent (25%) (the “Authority Participation Percentage”) of the excess Net Proceeds shall be paid to the Authority (the “Profit Participation”). There shall be no Profit Participation if the IRR realized on Investor Equity is less than 15%. The Authority shall deposit any Profit Participation it receives into the TID Fund Balance.

c. **Definition of Investor Equity.** As used herein, “Investor Equity” shall mean the cash invested into the Fund by investor members, but expressly excluding from the calculated return any Sponsor Created Savings, any return on Sponsor Created Savings, any cash reinvestment of development fees due Sponsor and any return thereon, and any “promote” or “carried interest” of Sponsor and any return thereon.

d. **Definition of Cash Out Refinancing.** “Cash Out Refinancing” means a refinancing of the Project that generates sufficient cash to directly result in a cash distribution to the direct and indirect members of Developer that results in the members receiving a return of all their capital and the preferred returns and distributions earned through the date of such event, and the Developer receiving a return of all its capital and preferred returns (including its Sponsor Created Savings and any return on Sponsor Created Savings). As necessary, the amount of Net Proceeds for purposes of calculating the IRR from partial cash out financings, where cash is distributed to the members but in insufficient amounts to return all of such capital and preferred returns, and partial Sale events after which Developer retains a continued ownership interest in the Project, will be accumulated for purposes of establishing the total amount of Net Proceeds for purposes of calculating the IRR and will not be paid until the total amount of the Net Proceeds can be calculated. Unless otherwise agreed to by the Developer and the Authority, the Profit Participation shall be paid in one lump sum pursuant to the terms and provisions herein and as more particularly set forth below.

e. **Definition of Net Proceeds.** “Net Proceeds” is herein defined to mean the gross sale or refinancing proceeds, less:

i. Costs of the sale and customary costs of closing or the costs of refinancing, such as title insurance, closing fees, brokers’ fees, lenders’ fees and points, taxes, recording fees, transfer fees, expense proration, accounting expenses and attorneys’ fees;

ii. Amounts due lender(s) under the notes and financing agreements for the Project (including any working capital loans or other advances of funds made by Developer or any of its members or affiliates for the Project);

iii. Investor Equity, including any accrued and unpaid preferred return thereon; and

iv. Any Sponsor Created Savings, which represents savings created by Developer reducing its fees, as contained in the Project Budget, including any accrued and unpaid preferred return thereon or cash allocation related thereto.

f. **Timing of Payment.** Upon the occurrence of a Trigger Event that requires the Developer to pay the Profit Participation, the Developer shall have up to ninety (90) days subsequent to the determination of the amount of the Profit Participation to make such payments. Any determination shall be made utilizing a final closing statement from such Trigger Event.

g. **West Allis Ongoing Obligations.** If a Sale occurs before closure of TID #15, West Allis agrees to (i) continue to make the scheduled payments of the SoNa D-MRO (to the extent not already fully disbursed and paid and any accruals thereof), to disburse payments either to the Developer, or at Developer's option, to the purchaser of the Project or to the purchaser of the controlling interest in Developer or to the then owner of the Project (to the extent not already fully disbursed), and (ii) to continue administering and operating TID #15 in accordance with this Agreement.

10. **Conditions to the Parties' Obligations.** The parties' obligations to complete their respective obligations are conditioned on the following being satisfied:

a. **Zoning & Design Review.** The City shall have approved any and all licenses, permits and approvals required for the construction of the Project.

b. **Evidence of Financing.** Evidence that the Developer has secured sufficient financing commitments to enable the Project to proceed.

c. **Legal Agreements.** The Purchase and Sale Agreement, the Development Agreement and the REA (as defined in the Purchase and Sale Agreement) have been executed and delivered by the applicable parties thereto and all of the conditions to the closing on the Property and the development of the Project have been satisfied or waived by the party benefiting therefrom (collectively, the “Legal Agreements”).

d. **City Financing Approvals.** The City shall have approved, and shall have taken all actions necessary on the part of the municipality, to properly authorize the above-contemplated actions, investments, contracts and findings, including issuance of the SoNa D-MRO and the Legal Agreements.

11. **Prevailing Wage Not Required.** City is not aware of any obligations on the part of the Developer arising out of any obligation of or to West Allis that would require Developer to enforce, impose or apply any prevailing wage requirements or any other wage or labor affiliation restrictions on its contractors in connection with any aspect of the Project. City is not aware of any requirement that municipal bidding procedures be utilized to select a contractor for any of the contemplated work.

12. **PILOT and Shortfall Agreement.**

a. **PILOT.** Ownership of the Property, or any part thereof, by any person, partnership, corporation, or entity, which in any manner renders any part of the Property exempt from property taxation during the life of TID #15 shall result in a payment in lieu

of taxes from the owner of that portion of the Property that is so exempt to the City each year in an amount equal to the amount of taxes that would be due and owing on that portion of the Property if that portion was not tax exempt (the “PILOT Payment”). The PILOT Payment shall be calculated based on the value of the Property for the applicable tax year determined by the City’s Assessor’s office multiplied by the City’s property tax rate for the applicable tax year. Such payment shall be due, payable and collected in the same manner as property taxes, to the extent permitted by law. The Developer, its successors, and assigns as the owners or occupants of the Property waive the right to contest the validity of this provision. This Section shall automatically terminate upon the termination of TID #15.

b. **Tax Contest.** In consideration of West Allis providing the financial assistance outlined in Section 3 of this Agreement, Developer, its successors, assigns, or affiliates, agree to not challenge any property tax assessment levied against the Project prior to the termination of TID #15 except that any or all of them may contest any such property tax assessment but only in good faith and only if and to the extent any such property tax assessment is in excess of the anticipated minimum assessed value of the Property in the same particular tax year as set forth in **Exhibit B-2.**

c. **Change in Method of Taxation.** To the extent in compliance with applicable law, if any tax, assessment or like charge is imposed on or assessed against the Project or the use and operations thereof or income therefrom, as an alternative to, a replacement of, or as supplemental to, any or all of the property taxes that are intended by the parties hereto to constitute the Tax Increments, or increment or like revenues under the tax increment law or any equivalent, then such taxes, assessments, and charges shall be

deemed to be Tax Increments hereunder and shall be disbursed as set forth in this Agreement. Notwithstanding the foregoing, special assessments and special charges levied by the City for permitted purposes, such as to pay for improvements and services, shall not be included as Tax Increments.

13. **Confidentiality**. The Parties further acknowledge that West Allis is subject to the requirements of the Wisconsin Public Records Law, Wis. Stats. §§19.21 et seq (the “Public Records Law”). Under these statutes, all documents and records are subject to public disclosure, unless there is a statutory, common law, or public policy reason for nondisclosure. The parties agree that financial reports and information considered confidential by the Developer required to be provided by Developer to West Allis under this Agreement shall be provided to the Authority’s outside financial consultant for review on behalf of West Allis. At the request of the Developer, all financial reports and information provided to such financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Public Records Law. The Parties acknowledge that this Agreement is subject to the provisions of the Public Records Law and that all attachments to this Agreement are deemed to be public records.

14. **Assignment**. This Agreement and all rights and obligations therein, including but not limited to the indemnification provisions thereunder, may be assigned in whole or in part by the Developer to an affiliated entity upon notice to the Authority. For purposes of this Section 14, the term “affiliated entity” shall mean an entity controlling or controlled by or under common control with the Developer. This Agreement may also be collaterally assigned in whole or in part by the Developer to any lender or lenders holding a mortgage on all or any part of the Property. No such lender shall have any liability hereunder unless said lender elects to effectuate such

assignment and exercise the Developer's rights hereunder. Upon any such assignment, references to Developer contained in this Agreement shall refer to the assignee, unless the assignment expressly provides otherwise, it being understood, for example, that Developer or any assignee of Developer may elect to retain the benefits of the SoNa D-MRO and is not required to assign the SoNa D-MRO to the owner of the Property; provided, however, that the obligations of Section 9 shall be binding on Developer and its successors and assigns.

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

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

17. **Further Assurances.** Following the Closing, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other Party in order to perfect and complete the financing of the Project as described herein as well as any other transactions specifically contemplated herein.

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

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

20. **Governing Law and Venue.** This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts

located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

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

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

23. **Entire Agreement.** This Agreement, including the schedules and Exhibits annexed hereto, constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

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

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

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

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

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

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

*[Signature Page Follows]*

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

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

By: \_\_\_\_\_  
Patrick Schloss, Executive Director

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

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
Dan Devine, Mayor

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

By: \_\_\_\_\_  
Rebecca Grill, City Clerk

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

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

**DEVELOPER: SONA LOFTS LLC**

**By: Mandel/SoNa Lofts LLC**

By: BR Mandel LLC  
Its: Manager

By: \_\_\_\_\_  
Barry R. Mandel, Manager

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

## **EXHIBITS TABLE**

Exhibit A	-	Property
Exhibit B	-	SoNa D-MRO Schedule
Exhibit B-1	-	TID #15 D-MRO Schedule [page 5 of Ehlers projections]
Exhibit B-2	-	SoNa Tax Increment Worksheet [page 3 of Ehlers projections]
Exhibit C	-	Project Budget
Exhibit D	-	Calculation of Rate of Return

## **EXHIBIT A**

### **Property**

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.

**EXHIBIT B**

**SoNa D-MRO Schedule**

<b>SoNa D-MRO Schedule of Payments</b>							
Sources of Funds							
Uses of Funds							
SoNa Available Funds					Uses of Funds		
TID Year	SoNa Tax Increment	Funds from NoNa	TID Fund Balance Withdrawal	Total MRO Sources	SoNa D-MRO Payment	TID Fund Balance Increase	
2024	\$ 107,821	\$ 81,202	\$ 385,977	\$ 575,000	\$ 575,000	\$ -	
2025	\$ 344,839	\$ 81,851	\$ 173,310	\$ 600,000	\$ 600,000	\$ -	
2026	\$ 466,192	\$ 82,501	\$ 76,307	\$ 625,000	\$ 625,000	\$ -	
2027	\$ 470,701	\$ 83,150	\$ 71,149	\$ 625,000	\$ 625,000	\$ -	
2028	\$ 475,205	\$ 83,800	\$ 90,995	\$ 650,000	\$ 650,000	\$ -	
2029	\$ 479,705	\$ 59,449	\$ 110,846	\$ 650,000	\$ 650,000	\$ -	
2030	\$ 484,201	\$ 60,099	\$ 105,700	\$ 650,000	\$ 650,000	\$ -	
2031	\$ 488,692	\$ 60,748	\$ 100,560	\$ 650,000	\$ 650,000	\$ -	
2032	\$ 493,178	\$ 61,398	\$ 95,424	\$ 650,000	\$ 650,000	\$ -	
2033	\$ 497,660	\$ 62,047	\$ 90,293	\$ 650,000	\$ 650,000	\$ -	
2034	\$ 502,137	\$ 62,697	\$ 85,166	\$ 650,000	\$ 650,000	\$ -	
2035	\$ 506,609	\$ 63,346	\$ 80,045	\$ 650,000	\$ 650,000	\$ -	
2036	\$ 511,076	\$ 63,996	\$ 99,928	\$ 675,000	\$ 675,000	\$ -	
2037	\$ 515,538	\$ 64,645	\$ 94,817	\$ 675,000	\$ 675,000	\$ -	
2038	\$ 519,995	\$ 1,011,589	\$ -	\$ 1,531,584	\$ 1,000,000	\$ 531,584	
2039	\$ 524,447	\$ 1,143,948	\$ -	\$ 1,668,395	\$ 1,100,000	\$ 568,395	
2040	\$ 528,893	\$ 1,153,566	\$ -	\$ 1,682,459	\$ 1,200,000	\$ 482,459	
2041	\$ 533,334	\$ 1,163,175	\$ -	\$ 1,696,509	\$ 1,300,000	\$ 396,509	
2042	\$ 537,769	\$ 1,172,776	\$ -	\$ 1,710,545	\$ 1,200,000	\$ 510,545	
2043	\$ 542,199	\$ 1,182,367	\$ -	\$ 1,724,566	\$ 950,000	\$ 774,566	
<b>Total</b>				<b>\$ 18,989,058</b>	<b>\$ 15,725,000</b>	<b>\$ 3,264,058</b>	



**EXHIBIT B-2**

**SoNa Tax Increment**

**Worksheet (To Be Inserted)**

## EXHIBIT C (Project Budget )

SoNa Apartments / Mixed-Use West Allis, WI		
Sources and Uses		
Development Program		110 Units
<b>USES OF FUNDS</b>		
	<b>Residential</b>	
Land	\$ 1	
Land Carry/Maintenance	64,410	
Subtotal -- Land	64,410	64,411
Construction		
Extraordinary Site Work	803,895	
Building Construction & General Conditions	16,362,856	
General Contractor and Owner Contingencies	788,166	
Construction Management Fees/Insurance	981,771	
Tenant Improvement Allowance	258,850	
Subtotal -- Construction	19,195,538	19,195,538
Development Costs		
Design	451,300	
Taxes/Insurance/Closing Costs	207,100	
Fees & Permits	122,200	
Legal & Professional	296,500	
Subtotal -- Development Costs	1,077,100	1,077,100
Marketing & Property Start-Up		385,570
Financing		
Financing Fees & Costs	262,500	
Construction Interest	300,000	
Subtotal -- Financing	562,500	562,500
Operating Reserve		250,000
Development Contingency		212,500
Development Fee		1,087,381
<b>TOTAL DEVELOPMENT BUDGET USES</b>		<b>22,835,000</b>
<b>SOURCES OF FUNDS</b>		
Private First Mortgage Debt	66%	15,000,000
Sponsor Grants/Awards		27,681
Private Investor Equity		6,600,000
Private Sponsor Created Savings		707,319
Public Mezz Debt		-
EPA Loan		500,000
Public Grants		-
<b>TOTAL SOURCES OF FUNDS</b>		<b>22,835,000</b>

# EXHIBIT D

## Calculation of Rate of Return

John Apartments / Mixed-Use West Allis, WI														
SALE IN YEAR TEN & IRR														
Assumes Sale at End of Year 10 of Operations		Baseline Projection Investor IRR Summary			Alternative Sale Analysis #1 - assumes maximum Takeout Payment Investor IRR Summary to 15% with City Profit Participation				Alternative Sale Analysis #2 - assumes no Takeout Payment Investor IRR Summary to 15% with City Profit Participation					
City Takeout Proceeds		\$ 1,000,000			\$ 1,000,000				\$0					
Year Ten NOI (Yr 11 Proj) Net of TIF		\$ 1,191,381			\$ 1,191,381				1,191,381					
Cap Rate		6.00%			3.50%				3.50%					
		Year			Year				Year					
		Return			Return				Return					
Sales Price	\$	19,856,352	\$	(6,600,000)	\$	34,039,460	\$	(6,600,000)	\$	34,039,460	\$	(6,600,000)		
NPV of Remaining TIF Payments (10 years)	\$	6,976,694	\$	602,847	\$	6,976,694	\$	602,847	\$	6,976,694	\$	609,722		
Less Costs of Sale	2.00%	(536,661)	\$	543,137	\$	(820,323)	\$	543,137	\$	(820,323)	\$	584,139		
Gross Sales Proceeds	\$	26,296,385	\$	525,665	\$	525,665	\$	525,665	\$	525,665	\$	576,495		
			4	\$	554,814	4	\$	554,814	4	\$	40,195,831	4	\$	605,644
			5	\$	462,000	5	\$	462,000	5	\$	462,000	5	\$	509,727
			6	\$	462,000	6	\$	462,000	6	\$	462,000	6	\$	529,462
First Mortgage Balance	\$	15,006,649	\$	484,590	\$	15,006,649	\$	484,590	\$	14,097,155	\$	544,548		
Mesz Debt Balance	\$	50	\$	501,360	\$	50	\$	501,360	\$	50	\$	559,959		
EPA Loan Balance	\$	333,810	\$	517,101	\$	333,810	\$	517,101	\$	333,810	\$	575,699		
Investor Preferred Return (accrued)	\$	50	\$	9,322,341	\$	50	\$	16,502,000	\$	50	\$	15,646,303		
Investor Equity Balance	\$	6,600,000	\$	6,600,000	\$	6,600,000	\$	6,600,000	\$	6,600,000	\$	6,600,000		
Mandel Preferred Return (accrued)	\$	50	\$	50	\$	50	\$	50	\$	50	\$	50		
Mandel Sponsor Created Savings	\$	707,319	\$	707,319	\$	707,319	\$	707,319	\$	707,319	\$	707,319		
Subtotal	\$	22,647,778	\$	22,647,778	\$	22,647,778	\$	22,647,778	\$	21,738,284	\$	21,738,284		
Distributable Cash	\$	3,648,607	\$	17,548,053	\$	17,548,053	\$	18,457,547	\$	18,457,547	\$	18,457,547		
Distributable Cash to Investor 15% IRR			<b>IRR</b>	<b>10.03%</b>			<b>IRR</b>	<b>15.00%</b>			<b>IRR</b>	<b>15.00%</b>		
Investor	60.00%	\$ 2,189,164	\$	9,368,832	\$	9,368,832	\$	8,454,528	\$	8,454,528	\$	8,454,528		
Mandel Group	40.00%	\$ 1,459,443	\$	8,245,888	\$	8,245,888	\$	5,636,352	\$	5,636,352	\$	5,636,352		
Distributable Cash after Investor 15% IRR		\$0	\$	1,933,333	\$	1,933,333	\$	4,366,667	\$	4,366,667	\$	4,366,667		
City Profit Participation Amount	25%	\$0	\$	193,333	\$	193,333	\$	1,091,667	\$	1,091,667	\$	1,091,667		
					10% City Profit Participation						25% City Profit Participation			
Distributable Cash after City Profit Participation Payment		\$0	\$	1,740,000	\$	1,740,000	\$	3,275,000	\$	3,275,000	\$	3,275,000		
Investor	50.00%	\$0	\$	870,000	\$	870,000	\$	1,637,500	\$	1,637,500	\$	1,637,500		
Mandel Group	50.00%	\$0	\$	870,000	\$	870,000	\$	1,637,500	\$	1,637,500	\$	1,637,500		

**Notes/Clarifications/Assumptions**  
 The Alternative Sale Analyses use hypothetical Capitalization Rates to calculate a Sale Price. No representation is made with regards to the possibility of these sales values being achieved.  
 Investor annual cash flow distributions under each of the Alternative Sale Analyses are subject to the debt service associated with the loan amount at the time of refinance.  
 The Mandel Group distribution calculated at the time an Investor achieves a 15% IRR is proportionate to the 60%/40% allocation. Mandel distribution = 66.67% of Investor distribution.  
 The City Profit Participation Amount at 25% assumes \$0 borrowed by Developer at the time of refinance to make a Takeout Payment. The City Profit Participation Amount at 10% assumes \$1,000,000 borrowed by Developer at the time of refinance to make a Takeout Payment.  
 If Developer disburses to City \$0-\$500,000 as Takeout Proceeds, then the City's Participation Amount is reduced 1% for every \$50,000.  
 If Developer disburses to City any amounts above \$500,000 up to \$1,000,000 as Takeout Proceeds, the City's Participation Amount is reduced 1% for every \$100,000 of such overage amount.

**CITY OF WEST ALLIS  
RESOLUTION R-2021-0870**

**RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT AND  
DEVELOPMENT AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT  
AUTHORITY OF THE CITY OF WEST ALLIS AND MANDEL GROUP PROPERTIES,  
LLC (AND/OR ASSIGNED) FOR COMMERCIAL AND RESIDENTIAL  
DEVELOPMENT WITHIN THE SIX POINTS/FARMERS MARKET  
REDEVELOPMENT AREA, SOUTH OF NATIONAL AVENUE (SONA)  
REDEVELOPMENT**

**WHEREAS**, the Community Development Authority of the City of West Allis (the “Authority”) is the owner approximate 6.63 acres of land consisting of 66\*\* W. National Avenue (454-0648-000), 66\*\* W. Mitchell St. (454-0650-000), and 66\*\* W. National Avenue (454-0649-000)( “Property”) on Property called South of National Avenue (SONA) redevelopment area; and,

**WHEREAS**, the Authority on December 13, 2021, by Resolution 1409, approved the Purchase and Sale and Development Agreement between the Community Development Authority of the City of West Allis and Mandel Group Properties, LLC for commercial and residential development within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment.

**WHEREAS**, the Authority, on November 9, 2021, by Resolution 1403, approved the Terms and Conditions of a Development Agreement between the Community Development Authority and the Mandel Group, Inc. for the Market development (South of National Avenue “SONA”)

**WHEREAS**, the Authority, on September 14, 2021, by Resolution 1390, approved an Access Agreement which stated that Mandel Group is responsible for all associated permits, liabilities, and costs for the SONA properties to advance site preparation work for the overall development SONA Lofts and Makers Row; and,

**WHEREAS**, the Authority, on October 20, 2020 by Resolution 1355, approved a Letter of Intent for SONA from the Mandel Group for Phase II of the Market Development; and

**WHEREAS**, the Authority, on May 31, 2016 by Resolution No.1180, authorized a Purchase and Sale Agreement and Development Agreement with Mandel Group Properties, LLC for 7.5 acres of property for commercial and residential development within the Six Points/Farmers Market Redevelopment Area to develop the area North of National Avenue (NONA).

**WHEREAS**, the Authority duly noticed and held a Public Hearing on the sale of the Property on May 31, 2016; and through Resolution No.1179, authorized the sale of land of 14 acres of land to the Mandel Group Properties, LLC; and,

**WHEREAS**, the City agrees with the Authority and wishes to create additional tax base and foster job creation for the City of West Allis (the “City”) through the sale and redevelopment of the 6.48 acres of property, South of National Avenue (SONA), into residential and commercial development; and,

**NOW THEREFORE**, BE IT RESOLVED that the Common Council of the City of West Allis, as follows:

1. Approves the Purchase and Sale Agreement and Development Agreement by and between the Community Development Authority of the City of West Allis and Mandel Group Properties, LLC for commercial and residential development within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment pursuant to section 66.1333(6)(b)2, Wis. Stat.

2. Authorizes the Executive Director to make such non-substantive changes, modifications, additions and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.

3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

**SECTION 1:** **ADOPTION** “R-2021-0870” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2021-0870(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL DECEMBER 14, 2021.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ald. Angelito Tenorio	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Vince Vitale	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Tracy Stefanski	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Marty Weigel	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Suzzette Grisham	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Danna Kuehn	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Thomas Lajsic	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Dan Roadt	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Rosalie Reinke	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Ald. Kevin Haass	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>

Attest

Presiding Officer

*Rebecca Grill*

Rebecca Grill, City Clerk, City Of West Allis

*Dan Devine*

Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS  
RESOLUTION R-2021-0843**

**RESOLUTION TO APPROVE THE RELEASE OF EXISTING CITY EASEMENTS  
AND COVENANTS ENCUMBERING THE SOUTH OF NATIONAL AVENUE  
(SONA) REDEVELOPMENT AREA**

**WHEREAS**, the City is the holder of certain easements and other covenants described in Certified Survey Map Nos. 8231 and 8866; and

**WHEREAS**, to facilitate the sale and development of the land identified in CSM Nos. 8231 and 8866, the developer has requested that the City release such easements and other covenants; and

**WHEREAS**, Wis. Stat. 236.293 authorizes the City to release any "restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body or which names a public body or public utility as grantee, promisee or beneficiary"; and

**WHEREAS**, the City desires to release any and all interests in the real estate described in CSM Nos. 8231 and 8866 to facilitate development;

**NOW THEREFORE**, BE IT RESOLVED by the Council of the City Of West Allis, in the State of Wisconsin, as follows:

The Mayor is authorized to sign the attached release of easement documents and have those executed releases recorded in the office of the Milwaukee County Register of Deeds.

The City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor City Of West  
Allis







**CITY OF WEST ALLIS  
RESOLUTION R-2021-0895**

**RESOLUTION TO APPROVE THE RECIPROCAL EASEMENT AGREEMENT  
AND OPERATING AGREEMENT BETWEEN THE COMMUNITY  
DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, THE CITY OF  
WEST ALLIS, AND SONA LOFTS LLC, MAKERS ROW I LLC., AND MAKERS  
ROW II LLC. FOR THE PHASE II OF THE MARKET DEVELOPMENT (SOUTH  
OF NATIONAL AVENUE “SONA”)**

**WHEREAS**, the Community Development Authority of the City of West Allis (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 3, 2021, as Document No. 11193094 (the “CSM”), Lot 3 of the CSM (“Lot 3”), and Lot 4 of the CSM (“Lot 4”); and,

**WHEREAS**, the Authority and SoNa Lofts LLC. (“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; and,

**WHEREAS**, on December 13, 2021, via Resolution 1413, the Authority approved the Reciprocal Easement Agreement and Operating Agreement between the Community Development Authority of The City of West Allis, The City of West Allis and SoNa Lofts LLC, Makers Row I LLC., and Makers Row II LLC. for the Phase II of The Market development (South of National Avenue “SONA”).

**NOW THEREFORE**, BE IT RESOLVED, by the Common Council of the City of West Allis, as follows:

1. The Mayor is authorized to enter into the Reciprocal Easement Agreement and Operating Agreement between the Community Development Authority of The City of West Allis, The City of West Allis and SoNa Lofts LLC, Makers Row I LLC., and Makers Row II LLC. for the Phase II of The Market development (South of National Avenue “SONA”).
2. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor City Of West  
Allis

**RECIPROCAL EASEMENT AND OPERATING AGREEMENT**

**THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_ 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”).

**WITNESSETH:**

**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 prepared by Pinnacle Engineering Group dated October 1, 2021, as PEG Job No. 200054.00, which are 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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Mandel/SoNa Lofts LLC, the Manager of SoNa Lofts LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

\_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, County of Milwaukee  
My commission expires: \_\_\_\_\_

**MAKERS ROW I**

**MAKERS ROW I LLC,**  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by  
\_\_\_\_\_, as \_\_\_\_\_ of Makers Row I  
LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

\_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, County of Milwaukee  
My commission expires: \_\_\_\_\_

**MAKERS ROW II**

**MAKERS ROW II LLC,**  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by  
\_\_\_\_\_, as \_\_\_\_\_ of Makers Row II  
LLC, a Wisconsin limited liability company.

[NOTARIAL SEAL]

\_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, County of Milwaukee  
My commission expires: \_\_\_\_\_

**AUTHORITY:**

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

By: \_\_\_\_\_  
Patrick Schloss, Executive Director

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

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by  
\_\_\_\_\_, as \_\_\_\_\_ of the  
Community Development Authority of the City of West Allis.

[NOTARIAL SEAL]

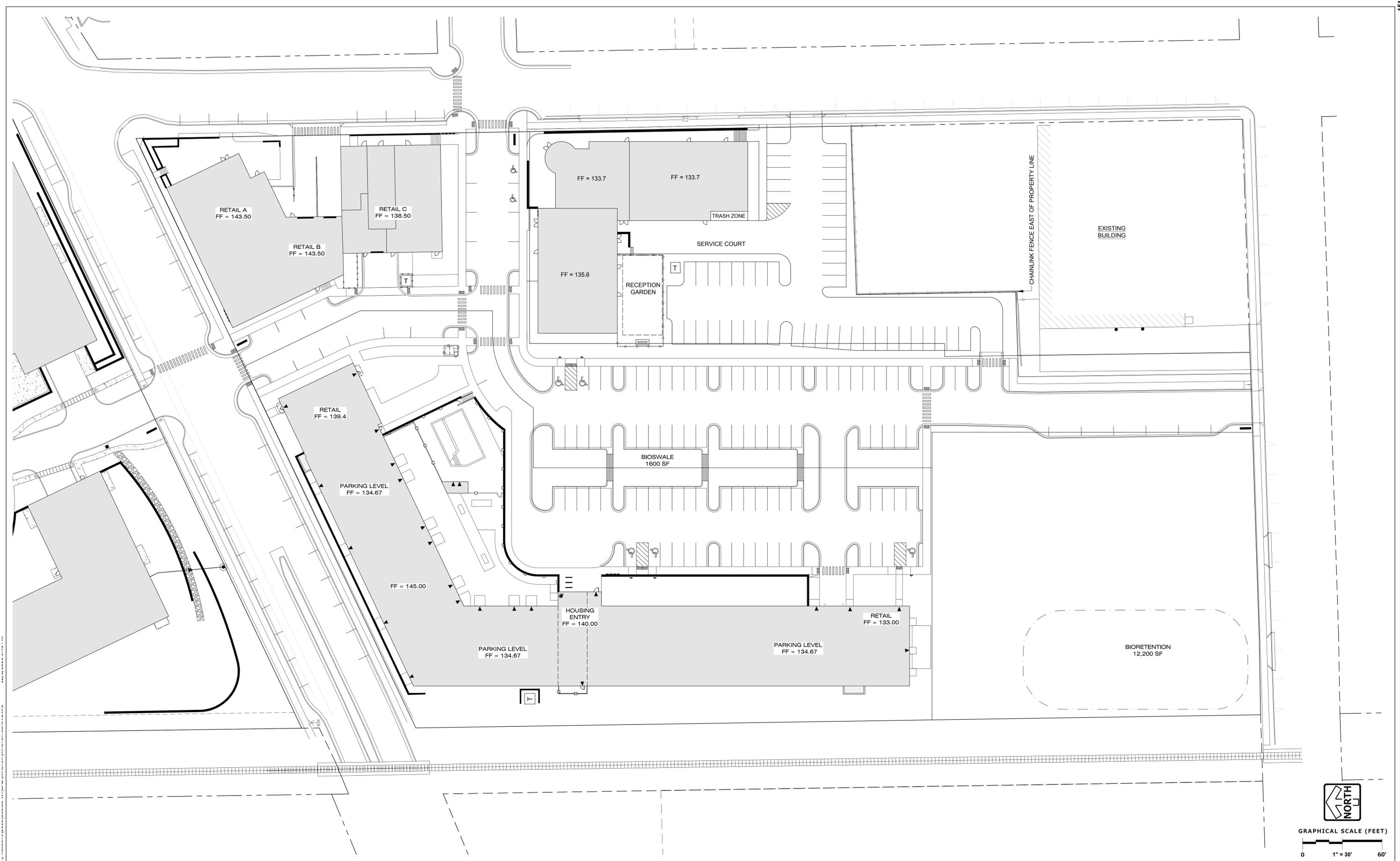
\_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Notary Public, County of Milwaukee  
My commission expires: \_\_\_\_\_



**EXHIBIT A**

**SITE PLAN**

[See attached]

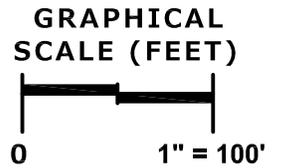
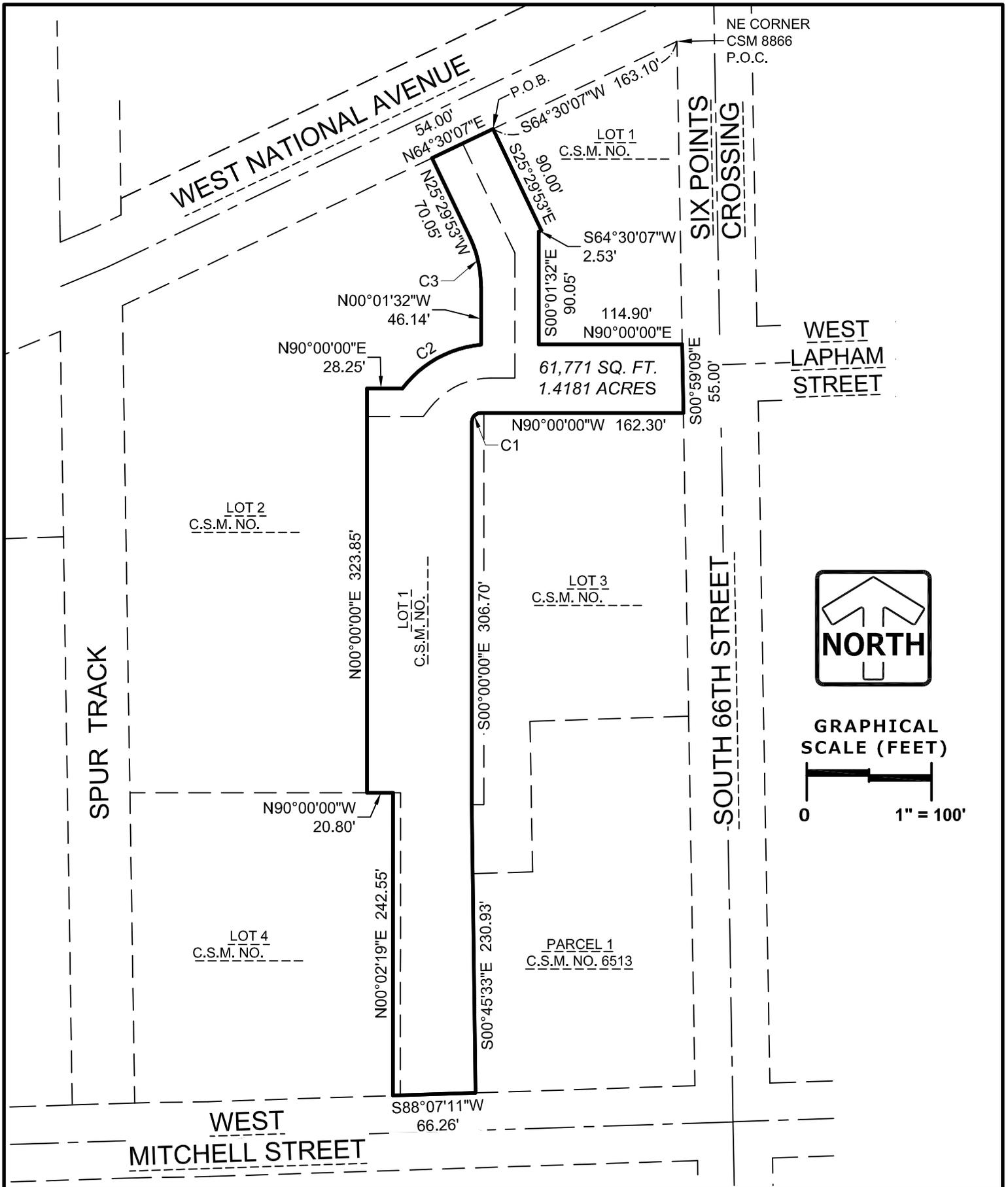


GRAPHICAL SCALE (FEET)  
 0 1" = 30' 60'

**EXHIBIT B**

**ACCESS EASEMENT AREA**

[See attached]



**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;

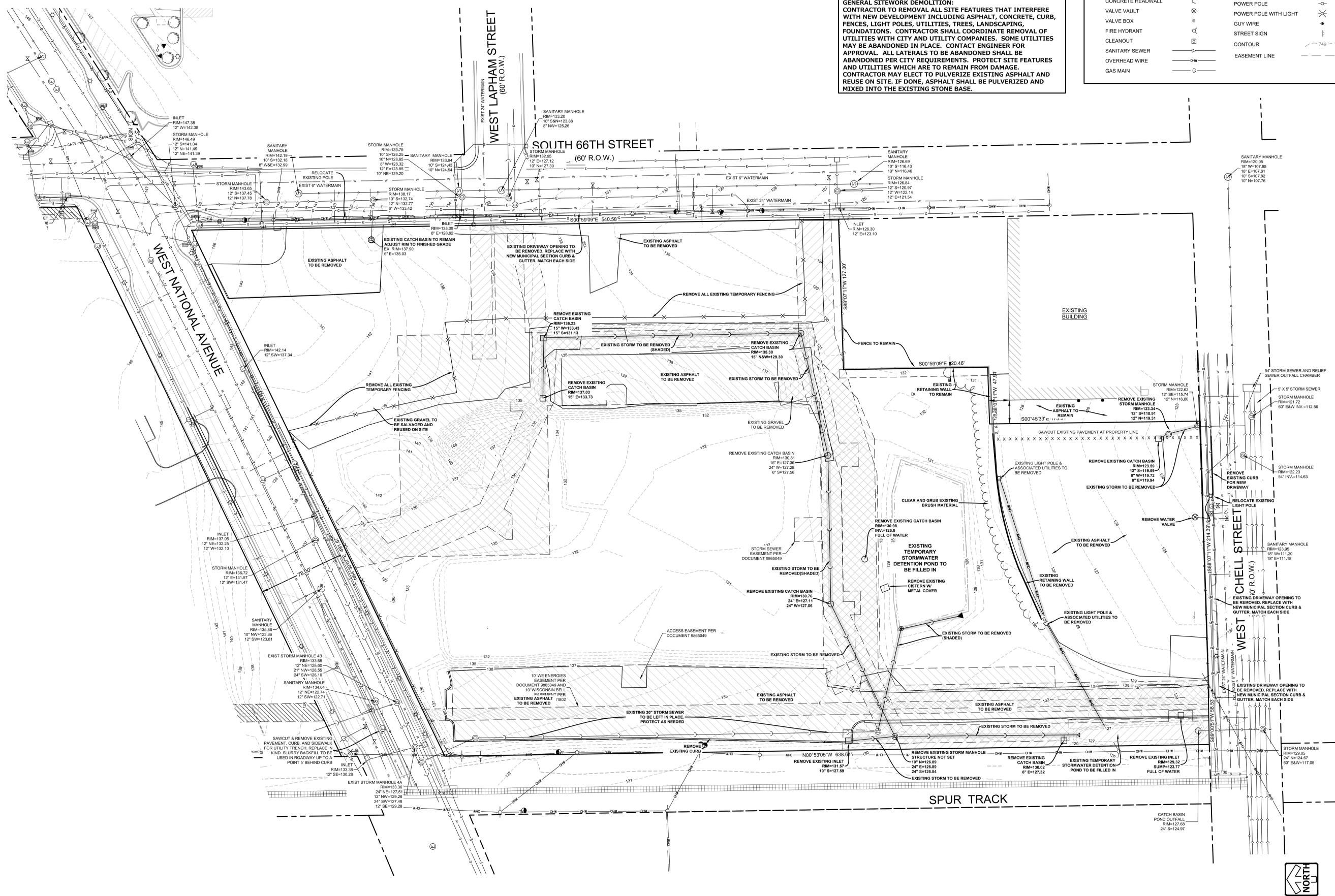
Thence South 25°29'53" East, 90.00 feet; thence South 64°30'07" West, 2.53 feet; thence South 00°01'32" East, 90.05 feet; thence North 90°00'00" East, 114.90 feet to the east line of said Certified Survey Map No. 8866; thence South 00°59'09" East along said east line, 55.00 feet; thence North 90°00'00" 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 C**

**SHARED INFRASTRUCTURE PLANS**

[See attached]



**CONTRACTOR RESPONSIBILITY:**  
 THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OR OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL OBSERVATION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE.

**GENERAL SITEWORK DEMOLITION:**  
 CONTRACTOR TO REMOVE ALL SITE FEATURES THAT INTERFERE WITH NEW DEVELOPMENT INCLUDING ASPHALT, CONCRETE, CURB, FENCES, LIGHT POLES, UTILITIES, TREES, LANDSCAPING, FOUNDATIONS. CONTRACTOR SHALL COORDINATE REMOVAL OF UTILITIES WITH CITY AND UTILITY COMPANIES. SOME UTILITIES MAY BE ABANDONED IN PLACE. CONTACT ENGINEER FOR APPROVAL. ALL LATERALS TO BE ABANDONED SHALL BE ABANDONED PER CITY REQUIREMENTS. PROTECT SITE FEATURES AND UTILITIES WHICH ARE TO REMAIN FROM DAMAGE. CONTRACTOR MAY ELECT TO PULVERIZE EXISTING ASPHALT AND REUSE ON SITE. IF DONE, ASPHALT SHALL BE PULVERIZED AND MIXED INTO THE EXISTING STONE BASE.

**LEGEND**

SANITARY MANHOLE	⊙	STORM SEWER	—
STORM MANHOLE	⊙	WATER MAIN	—
CATCH BASIN	⊙	LIGHTING	⊙
INLET	⊙	ELECTRICAL CABLE	—
PRECAST FLARED END SECTION	⊙	ELECTRICAL TRANSFORMER OR PEDESTAL	⊙
CONCRETE HEADWALL	⊙	POWER POLE	⊙
VALVE VAULT	⊙	POWER POLE WITH LIGHT	⊙
VALVE BOX	⊙	GUY WIRE	⊙
FIRE HYDRANT	⊙	STREET SIGN	⊙
CLEANOUT	⊙	CONTOUR	—
SANITARY SEWER	—	EASEMENT LINE	—
OVERHEAD WIRE	—		
GAS MAIN	—		

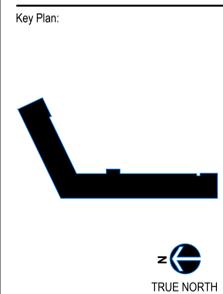
Developer/Owner:  
**MANDEL GROUP**

Consultant:  
**Pinnacle Engineering Group**  
 ENGINEERING | NATURAL RESOURCES | SURVEYING  
 WISCONSIN OFFICE  
 15850 W. BLUEMOUND ROAD  
 BROOKFIELD, WI 53005  
 (262) 754-8888  
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Project:  
**SoNa Apartments**

Location:  
 6700 W. National Avenue  
 West Allis, WI 53214

Key Plan:



Sheet:  
**EXISTING CONDITIONS AND DEMOLITION PLAN**

Phase:  
**100% CONSTRUCTION DOCUMENTS**

Scale:

Revisions:

No.	Date	Description
1	10/15/2021	CHANGES PER CITY COMMENTS
2	11/11/2021	CONSTRUCTION BULLETIN #1

Date:  
 10/15/2021

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 200054.00

Sheet No.:

Developer/Owner:

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Consultant:

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SoNa Apartments

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West Allis, WI 53214

Key Plan:



Sheet:

SITE PLAN

Phase:

100% CONSTRUCTION DOCUMENTS

Scale:

Revisions:

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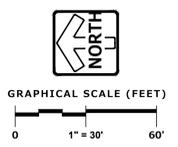
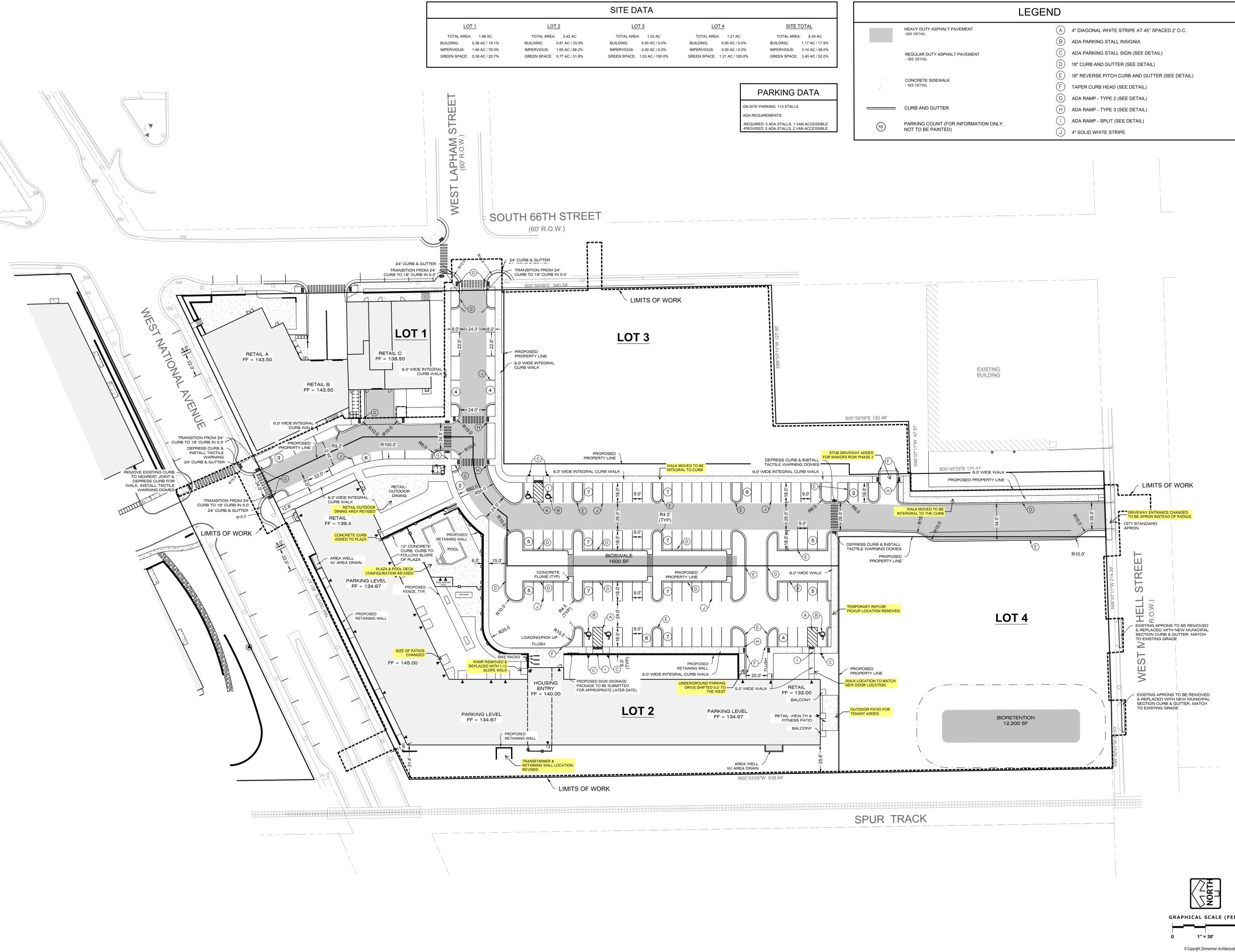
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SITE DATA				
LOT 1	LOT 2	LOT 3	LOT 4	SITE TOTAL
TOTAL AREA: 1.88 AC	TOTAL AREA: 2.42 AC	TOTAL AREA: 1.03 AC	TOTAL AREA: 1.21 AC	TOTAL AREA: 6.54 AC
BUILDING: 0.36 AC / 19.1%	BUILDING: 0.81 AC / 33.5%	BUILDING: 0.00 AC / 0.0%	BUILDING: 0.00 AC / 0.0%	BUILDING: 1.17 AC / 17.9%
IMPERVIOUS: 1.49 AC / 79.3%	IMPERVIOUS: 1.65 AC / 68.2%	IMPERVIOUS: 0.00 AC / 0.0%	IMPERVIOUS: 0.00 AC / 0.0%	IMPERVIOUS: 3.14 AC / 48.0%
GREEN SPACE: 0.39 AC / 20.7%	GREEN SPACE: 0.77 AC / 31.8%	GREEN SPACE: 1.03 AC / 100.0%	GREEN SPACE: 1.21 AC / 100.0%	GREEN SPACE: 3.40 AC / 52.0%

PARKING DATA	
ON-SITE PARKING:	113 STALLS
ADA REQUIREMENTS:	
-REQUIRED:	5 ADA STALLS, 1 VAN ACCESSIBLE
-PROVIDED:	5 ADA STALLS, 2 VAN ACCESSIBLE

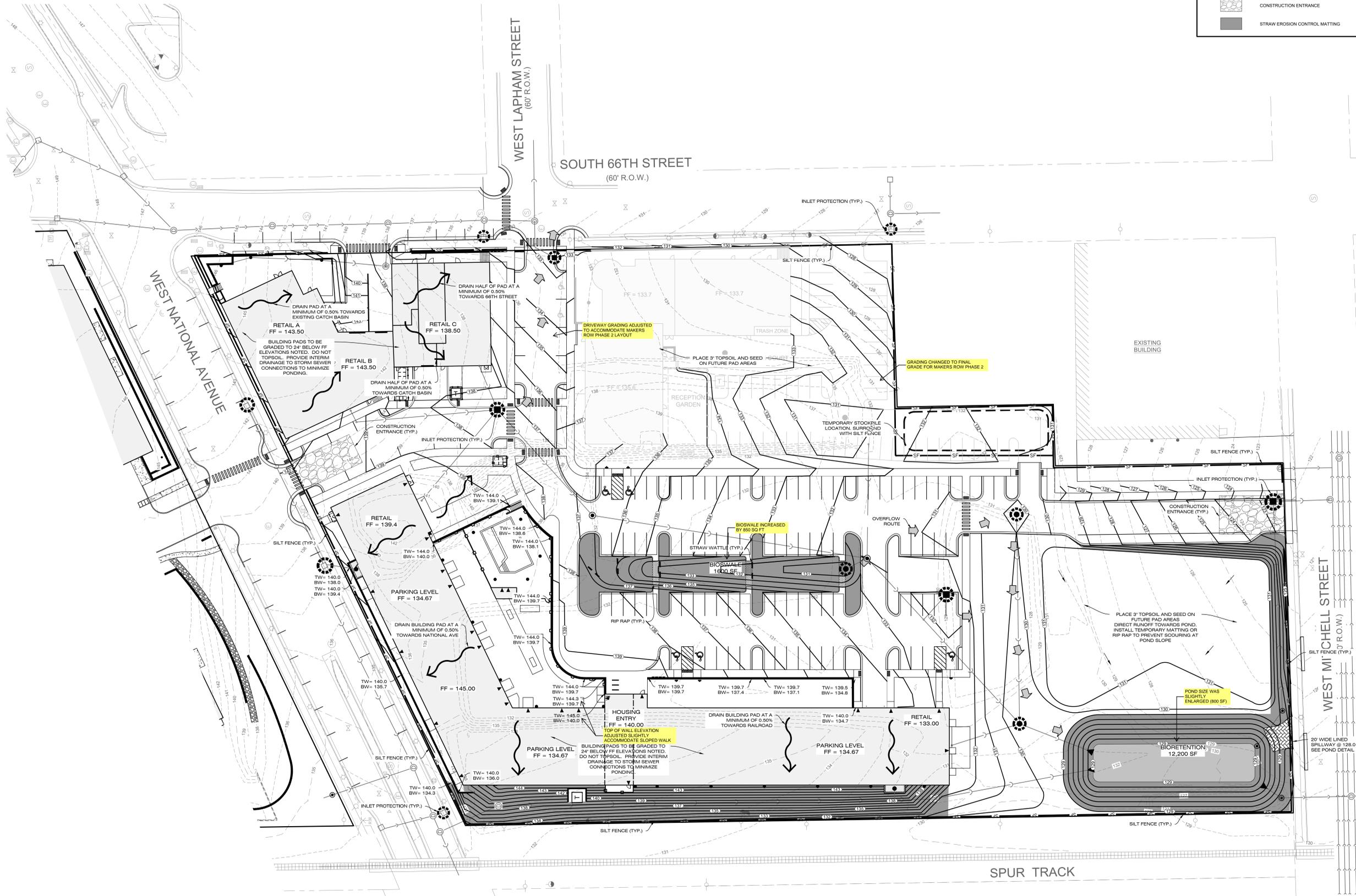
LEGEND	
	HEAVY DUTY ASPHALT PAVEMENT -SEE DETAIL
	REGULAR DUTY ASPHALT PAVEMENT -SEE DETAIL
	CONCRETE SIDEWALK -SEE DETAIL
	CURB AND GUTTER
	PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)
	4" DIAGONAL WHITE STRIPE AT 45° SPACED 2' O.C.
	ADA PARKING STALL INSIGNIA
	ADA PARKING STALL SIGN (SEE DETAIL)
	18" CURB AND GUTTER (SEE DETAIL)
	18" REVERSE PITCH CURB AND GUTTER (SEE DETAIL)
	TAPER CURB HEAD (SEE DETAIL)
	ADA RAMP - TYPE 2 (SEE DETAIL)
	ADA RAMP - TYPE 3 (SEE DETAIL)
	ADA RAMP - SPLIT (SEE DETAIL)
	4" SOLID WHITE STRIPE



IN ALL GREEN SPACE AREAS AN 18" CLEAN SOIL CAP SHALL BE PLACED. THE EXISTING SOIL STOCKPILES ON SITE MAY BE USED FOR THIS PURPOSE. IMPORT ADDITIONAL MATERIAL IF NEEDED.

**LEGEND**

- STORM SEWER MANHOLE
- STORM CATCH BASIN (ROUND CASTING)
- STORM CATCH BASIN (RECTANGULAR CASTING)
- PROPOSED CONTOUR
- OVERLAND RELIEF PATH
- SF SILT FENCE
- SW STRAW WATTLE
- INLET PROTECTION
- CONSTRUCTION ENTRANCE
- STRAW EROSION CONTROL MATTING



Developer/Owner:  
**MANDEL GROUP**

Consultant:  
**Pinnacle Engineering Group**  
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WISCONSIN OFFICE  
15850 W. BLUEMOUND ROAD  
BROOKFIELD, WI 53005  
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Project:  
**SoNa Apartments**

Location:  
6700 W. National Avenue  
West Allis, WI 53214



Sheet:  
**GRADING & EROSION CONTROL PLAN**

Phase:  
**100% CONSTRUCTION DOCUMENTS**

Scale:

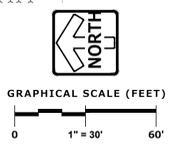
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10/15/2021

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WEST NATIONAL AVENUE

IN ALL GREEN SPACE AREAS AN 18" CLEAN SOIL CAP SHALL BE PLACED. THE EXISTING SOIL STOCKPILES ON SITE MAY BE USED FOR THIS PURPOSE. IMPORT ADDITIONAL MATERIAL IF NEEDED.

RETAIL A  
FF = 143.50

RETAIL C  
FF = 138.50

RETAIL B  
FF = 143.50

RETAIL  
FF = 139.4

FF = 13

FF = 135.6

REMOVE EXISTING CURB TO NEAREST JOINT. DEPRESS CURB FOR SLOPED WALK. INSTALL TACTILE WARNING DOMES

STRIPE CROSSWALK PER CITY STANDARDS

DEPRESS CURB

CONCRETE APRON PER CITY STANDARDS  
DEPRESS CURB

INSTALL CURB WITH DOWELS FOR FUTURE WALK. DOWELS TO BE 12" LONG & EVERY 4.0'

INSTALL CURB WITH DOWELS FOR FUTURE WALK. DOWELS TO BE 12" LONG & EVERY 4.0'

INSTALL CURB WITH DOWELS FOR FUTURE WALK. DOWELS TO BE 12" LONG & EVERY 4.0'

TAPER CURB TO MATCH FUTURE RAMP

6' WIDE CONC WALK

HEAVY DUTY PAVEMENT

TAPER CURB TO MATCH FUTURE RAMP

RETAIL- OUTDOOR DINING

INSTALL CURB WITH DOWELS FOR FUTURE WALK. DOWELS TO BE 12" LONG & EVERY 4.0'

STAIRS (9 STEPS)

RETAINING WALL W/ FENCE

12" CONCRETE CURB CURB TO FOLLOW SLOPE OF PLAZA

POOL

RETAINING WALL W/ FENCE

CONSTRUCT CURB & GUTTER TO RADIUS RETURNS

SPOT GRADES UPDATED TO MATCH MAKERS ROW PHASE 2 LAYOUT

INSTALL CURB WITH DOWELS FOR FUTURE WALK. DOWELS TO BE 12" LONG & EVERY 4.0'

ADA RAMP- TYPE 1

TAPER CURB TO MATCH FUTURE RAMP

TAPER CURB TO MATCH FUTURE RAMP

ADA RAMP- TYPE 1

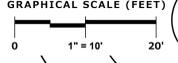
WALK & RAMP GRADES ADJUSTED TO MATCH RELOCATED WALK

ADA SIGNPC

ADA RAMP- 1

TAPER CURE MATCH FUTL

SPOT GRADES ADJUSTED TO MATCH NEW OUTDOOR DINING LAYOUT



**Zimmerman**  
ARCHITECTURAL STUDIOS, INC.

Developer/Owner:

MANDEL GROUP

Consultant:

Pinnacle Engineering Group  
ENGINEERING/NATURAL RESOURCES/SURVEYING  
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CHICAGO OFFICE: 1111 N. LAKE STREET, CHICAGO, IL 60610  
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Sheet:

SPOT GRADE PLAN

Phase:

100% CONSTRUCTION DOCUMENTS

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Revisions:

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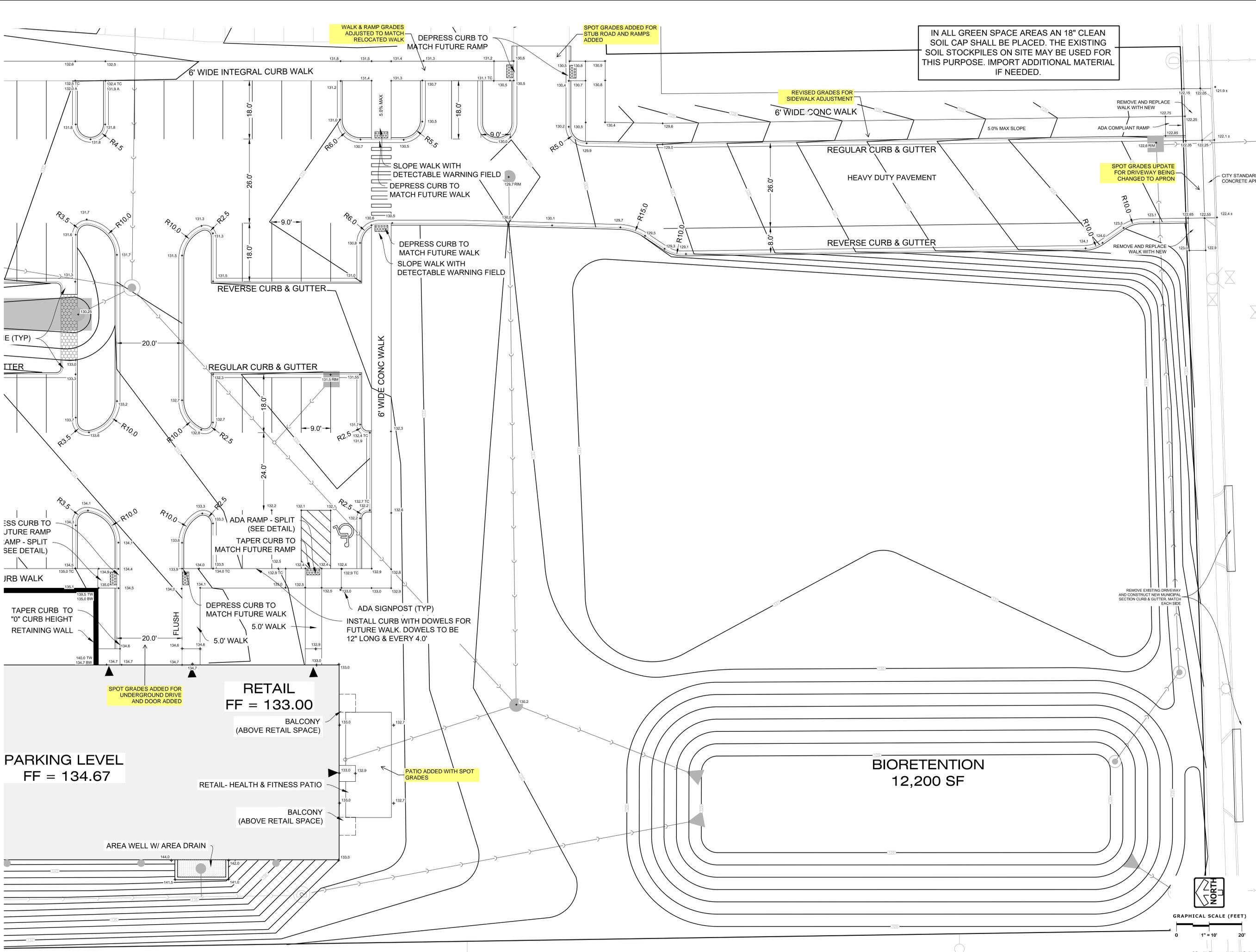
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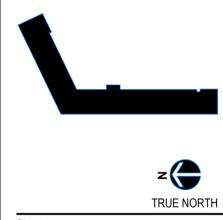
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**SPOT GRADE PLAN**

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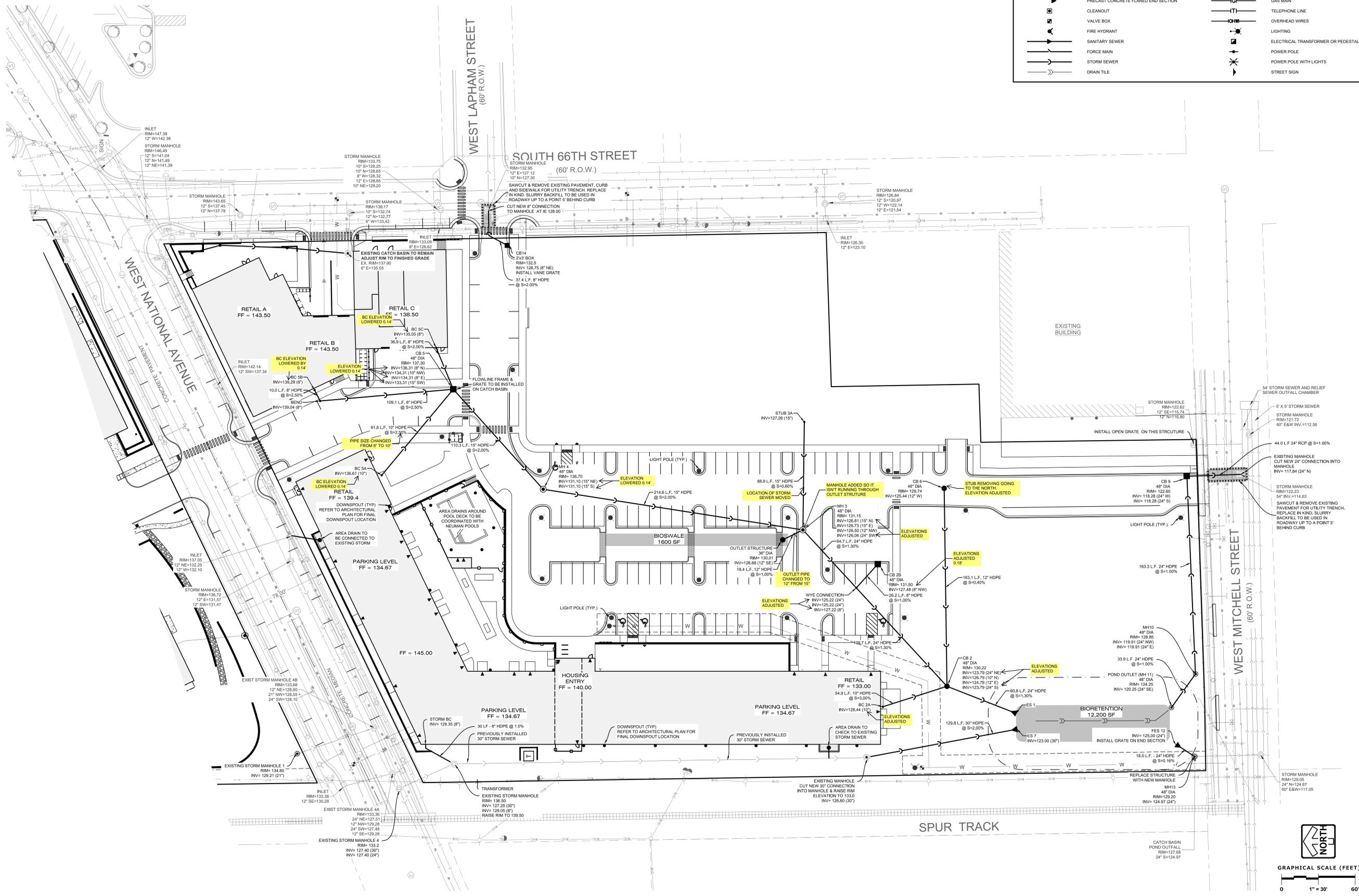
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10/15/2021

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200054.00

Sheet No:



LEGEND	
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN (ROUND CASTING)
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)
	PRECAST CONCRETE FLARED END SECTION
	CLEANOUT
	FIRE HYDRANT
	SANITARY SEWER
	FORCE MAIN
	STORM SEWER
	DRAIN TILE
	WATER MAIN
	FIRE PROTECTION
	UTILITY CROSSING
	ELECTRICAL CABLE
	GAS MAIN
	TELEPHONE LINE
	OVERHEAD WIRES
	LIGHTING
	ELECTRICAL TRANSFORMER OR PEDESTAL
	POWER POLE WITH LIGHTS
	STREET SIGN

**Zimmerman**  
ARCHITECTURAL STUDIOS, INC.

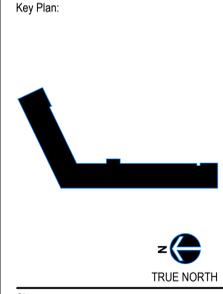
2122 W. Mount Vernon Avenue | Milwaukee, WI 53233 | zststudios.com  
TELEPHONE: 414.476.9500  
FACSIMILE: 414.476.8892

Developer/Owner:  
**MANDEL GROUP**

Consultant:  
**Pinnacle Engineering Group**  
ENGINEERING, ARCHITECTURE, INTERIORS, ENVIRONMENTAL  
WISCONSIN OFFICE:  
15850 W. BLUEMOUND ROAD  
BROOKFIELD, WI 53005  
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Project:  
**SoNa Apartments**

Location:  
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Sheet:  
**STORM SEWER PLAN**

Phase:  
**100% CONSTRUCTION DOCUMENTS**

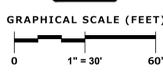
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Revisions:  
No. Date Description  
10/15/2021 CHANGES PER CITY COMMENTS  
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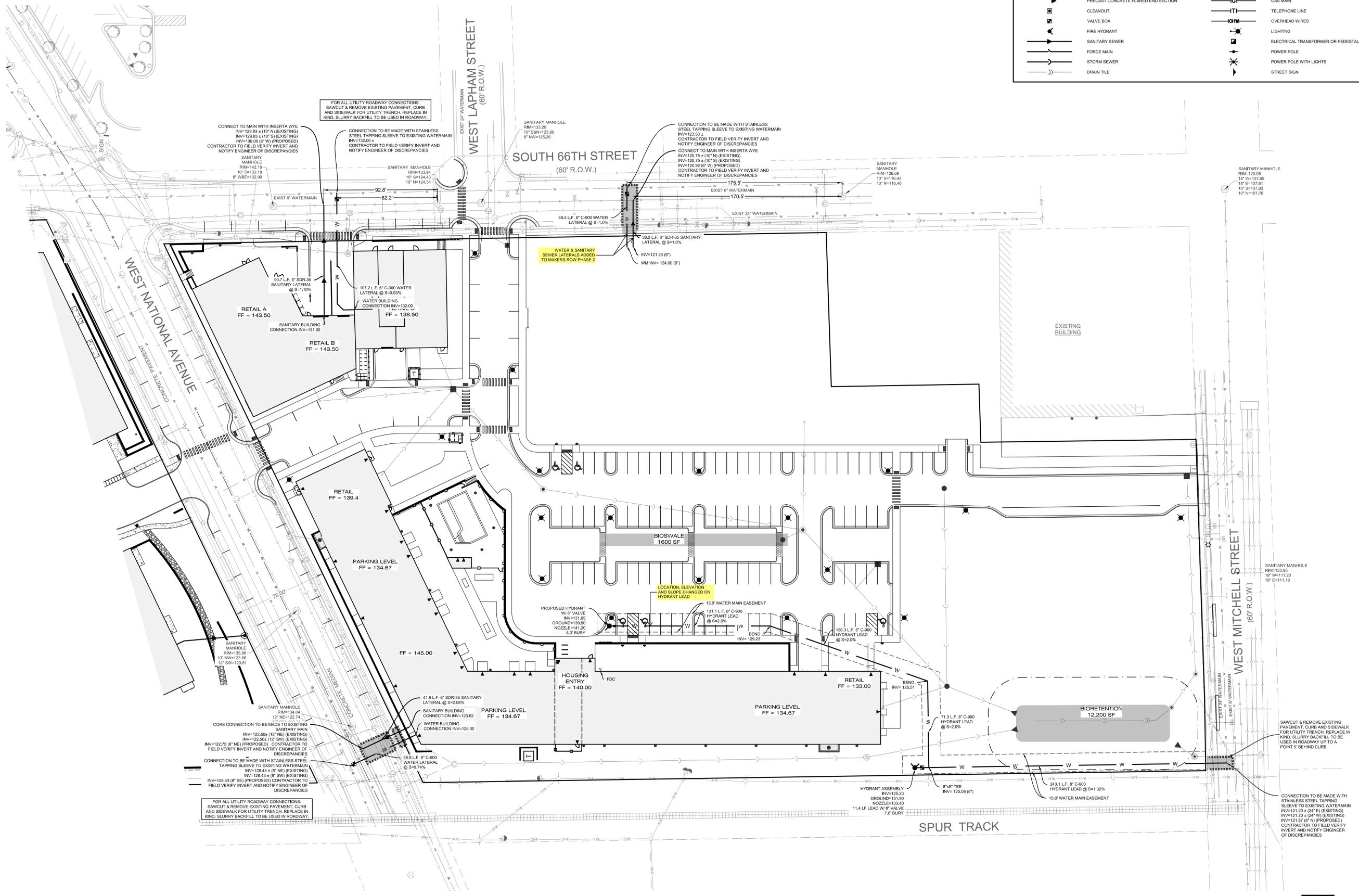
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10/15/2021

Project No.:  
200054.00

Sheet No.:

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LEGEND			
	SANITARY SEWER MANHOLE		WATER MAIN
	STORM SEWER MANHOLE		FIRE PROTECTION
	STORM SEWER CATCH BASIN (ROUND CASTING)		UTILITY CROSSING
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		ELECTRICAL CABLE
	PRECAST CONCRETE FLARED END SECTION		GAS MAIN
	CLEANOUT		TELEPHONE LINE
	FIRE HYDRANT		OVERHEAD WIRES
	SANITARY SEWER		LIGHTING
	FORCE MAIN		ELECTRICAL TRANSFORMER OR PEDESTAL
	STORM SEWER		POWER POLE
	DRAIN TILE		POWER POLE WITH LIGHTS
			STREET SIGN

**Zimmerman**  
ARCHITECTURAL STUDIOS, INC.

2122 W. Mount Vernon Avenue | Milwaukee, WI 53233 | zststudios.com  
TELEPHONE: (414) 476-9500  
FACSIMILE: (414) 476-8892

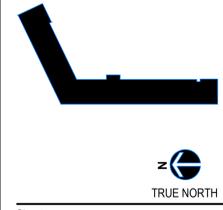
Developer/Owner:  
**MANDEL GROUP**

Consultant:  
**Pinnacle Engineering Group**  
ENGINEERING | NATURAL RESOURCES | SURVEYING  
WISCONSIN OFFICE  
15850 W. BLUEMOUND ROAD  
BROOKFIELD, WI 53005  
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CHICAGO | MILWAUKEE | NATIONWIDE  
www.pinnacle-engr.com  
PLAN | DESIGN | DELIVER

Project:  
**SoNa Apartments**

Location:  
6700 W. National Avenue  
West Allis, WI 53214

Key Plan:



Sheet:  
**SANITARY SEWER & WATERMAIN PLAN**

Phase:  
**100% CONSTRUCTION DOCUMENTS**

Scale:

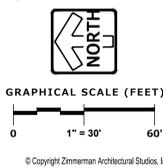
Revisions:

No.	Date	Description
1	10/15/2021	CHANGES PER CITY COMMENTS
2	11/11/2021	CONSTRUCTION BULLETIN #1

Date:  
10/15/2021

Project No.:  
200054.00

Sheet No.:



**C8.0**

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**GENERAL SPECIFICATIONS FOR CONSTRUCTION ACTIVITIES**

- THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER & WATER IN WISCONSIN, AND WISCONSIN ADMINISTRATIVE CODE, (SPS 380.30-383), AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
- THE MUNICIPALITY SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK. THE OWNER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK.
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC. FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
- SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGERS HOTLINE AT 1-800-225-8811 TO VERIFY THE UTILITIES TO HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
- SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. FOLLOW THE SEQUENCE OF CONSTRUCTION ON THE EROSION CONTROL PLAN FOR MORE DETAILS. INSPECTIONS SHALL BE MADE WEEKLY OR AFTER EVERY RAINFALL OF 0.5" OR MORE. REPAIRS SHALL BE MADE IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
- ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR.
- TRASH AND DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THIS SITE AND THE SITE SHALL BE CLEAN UPON COMPLETION OF WORK.
- THE OWNER SHALL HAVE THE RIGHT TO HAVE ALL MATERIALS USED IN CONSTRUCTION TESTED FOR COMPLIANCE WITH THESE SPECIFICATIONS.

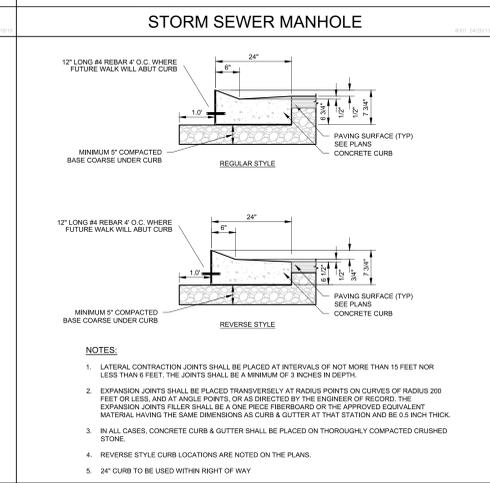
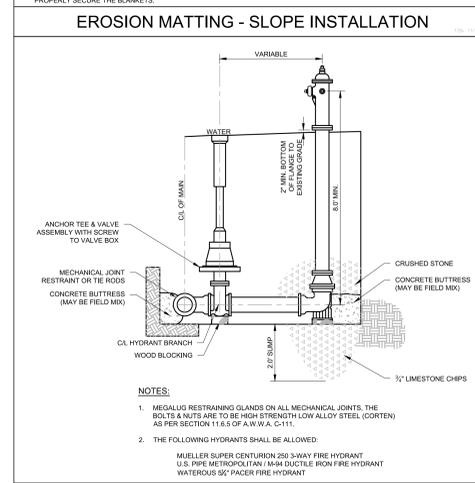
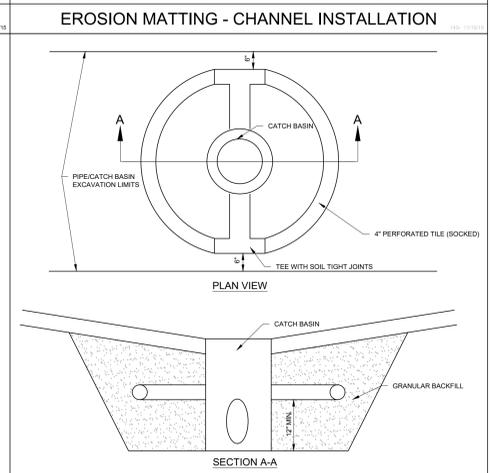
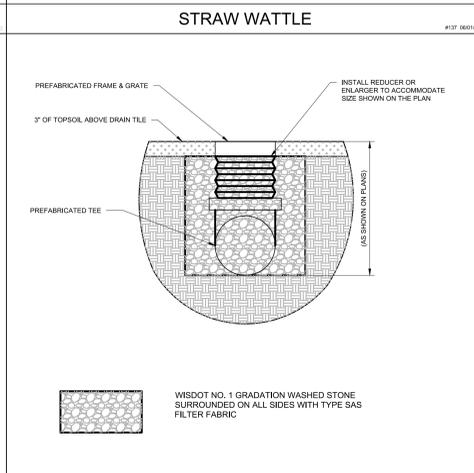
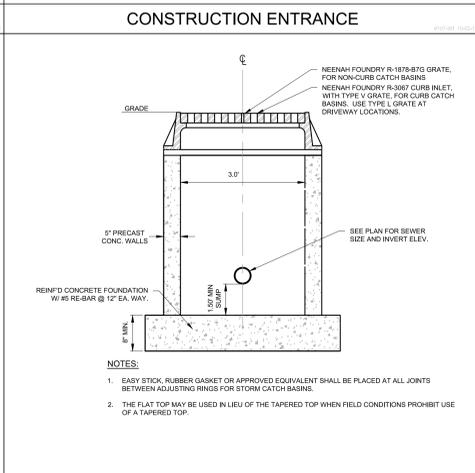
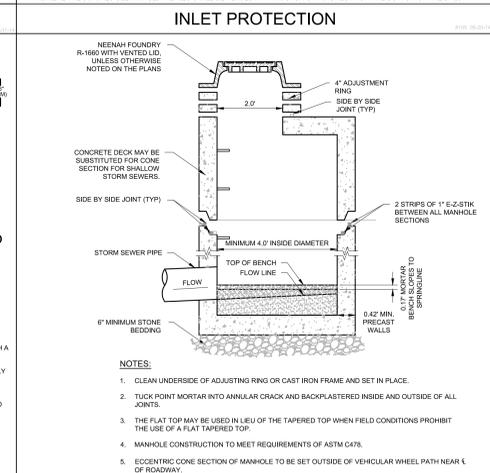
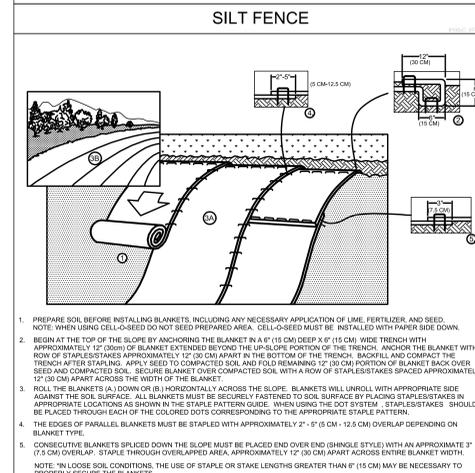
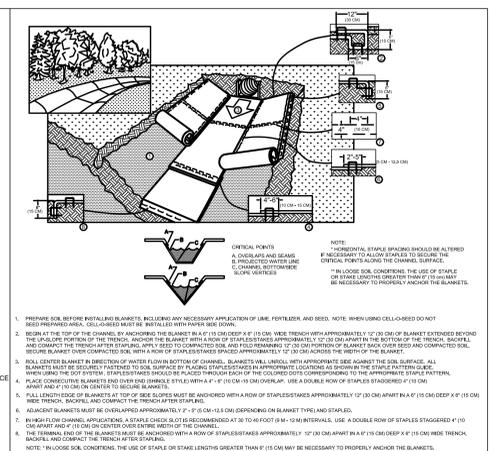
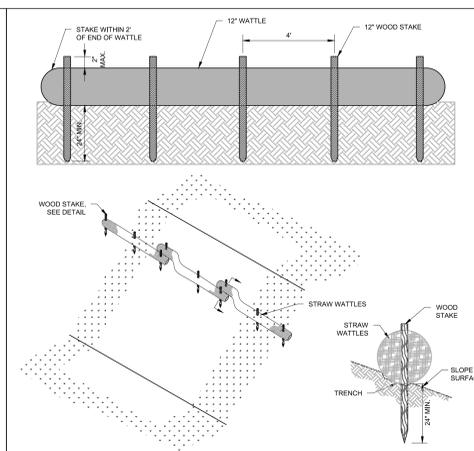
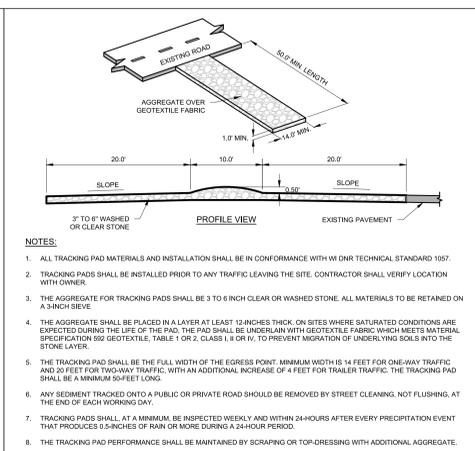
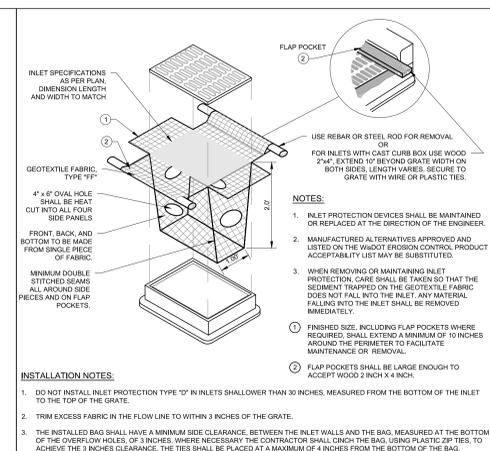
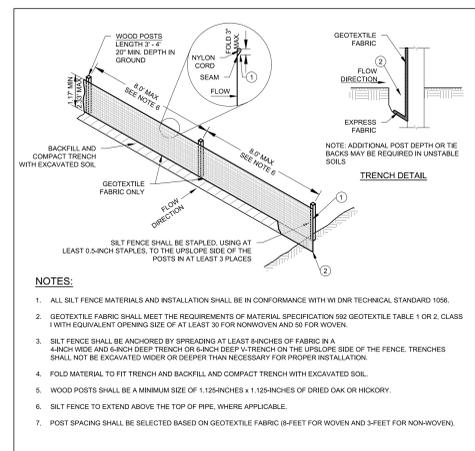
**SPECIFICATIONS FOR GRADING & EROSION CONTROL**

- EARTHWORK FOR SITE ONLY. REFER TO 31 00 00 - **EARTHWORK CONTROL** IN THE MASTER SPECIFICATIONS FOR REQUIREMENTS UNDER STRUCTURES.
- THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. CONTRACTOR SHALL NOTIFY OWNER OF THE NEED TO IMPORT OR Haul OFF SOIL. ON-SITE LOCATIONS SUITABLE FOR BORROW OR FILL MAY BE PRESENT. COORDINATE WITH OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER.
- SITE SHALL BE CLEARED TO THE LIMITS SHOWN ON THE PLANS. REMOVE VEGETATION FROM THE SITE. BURNING IS NOT PERMITTED. PROTECT TREES AND OTHER FEATURES FROM DAMAGE WITH FENCING. STOCKPILES SHALL NOT BE LOCATED CLOSER THAN 25' TO A DRAINAGE STRUCTURE OR FEATURE, AND SHALL BE SURROUNDED WITH SILT FENCE.
- THE GEOTECHNICAL ENGINEER IS RESPONSIBLE FOR VERIFYING COMPACTION AND FILL PLACEMENT IN THE FIELD. THE GEOTECHNICAL ENGINEER MAY SUPERSEDE THESE SPECIFICATIONS IF THERE IS GOOD CAUSE TO DO SO. AN EXPLANATION MUST BE SUBMITTED TO THE ENGINEER IN WRITING BEFORE ANY DEVIATIONS ARE MADE.
- IF NO GEOTECHNICAL RECOMMENDATION IS AVAILABLE, THEN THE FOLLOWING SPECIFICATIONS SHALL APPLY. ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING. THE COMPACTED FILL SUBGRADE SHALL CONSIST OF AND SHALL BE UNDERLAIN BY SUITABLE BEARING MATERIALS, FREE OF ALL ORGANIC, FROZEN OR OTHER DELETERIOUS MATERIAL AND INSPECTED AND APPROVED BY THE RESIDENT GEOTECHNICAL ENGINEER. PREPARATION OF THE SUBGRADE, AFTER STRIPPING, SHALL CONSIST OF PROOF-ROLLING TO DETECT UNSTABLE AREAS THAT MIGHT BE UNDERCUT AND COMPACTING THE SCARIFIED SURFACE TO THE SAME MINIMUM DENSITY INDICATED BELOW. THE COMPACTED FILL MATERIALS SHALL BE FREE OF ANY DELETERIOUS, ORGANIC OR FROZEN MATTER AND SHALL HAVE A MAXIMUM LIQUID LIMIT (ASTM D-425) AND PLASTICITY INDEX (ASTM D-424) OF 30 AND 10 RESPECTIVELY, UNLESS SPECIFICALLY TESTED AND FOUND TO HAVE LOW EXPANSIVE PROPERTIES AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE TOP THREE (3) INCHES OF COMPACTED FILL SHALL HAVE A MAXIMUM THREE (3) INCH PARTICLE DIAMETER AND ALL UNDERLYING COMPACTED FILL A MAXIMUM SIX (6) INCH PARTICLE DIAMETER UNLESS SPECIFICALLY APPROVED BY AN EXPERIENCED SOILS ENGINEER. ALL FILL MATERIAL MUST BE TESTED AND APPROVED UNDER THE DIRECTION AND SUPERVISION OF AN EXPERIENCED SOILS ENGINEER PRIOR TO PLACEMENT. IF THE FILL IS TO PROVIDE NON-FROST SUSCEPTIBLE CHARACTERISTICS, IT MUST BE CLASSIFIED AS A CLEAN, GP, SW, OR SP UNLIMITED SOIL CLASSIFICATION SYSTEM (ASTM D-2487). FOR STRUCTURAL FILL, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION TO THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS. THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN +1 TO -3 PERCENT AND GRANULAR SOILS 3 PERCENT OF OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY APPROVED BY THE SOILS ENGINEER TAKING INTO CONSIDERATION THE TYPE OF MATERIALS AND CONSTRUCTION EQUIPMENT BEING USED. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. EQUIPMENT OF SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR CONSTRUCTION MATERIAL. THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON THE FILL AND PERMITTED TO DRY, DISCING, HARROWING OR PULVERIZING MAY BE NECESSARY TO REDUCE THE MOISTURE CONTENT TO A SATISFACTORY VALUE, AFTER WHICH IT SHALL BE COMPACTED. THE FINISHED SUBGRADE AREAS OF THE SITE SHALL BE COMPACTED TO 100 PERCENT OF THE STANDARD PROCTOR (ASTM D-398) MAXIMUM DENSITY.
- NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
- SUBGRADE TOLERANCES ARE +1" FOR LANDSCAPE AREAS AND +1/2" FOR ALL PAVEMENT AND BUILDING AREAS.

- TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS, ROOTS, OLD VEGETATION, ROCKS OVER 2" DIAMETER AND SHALL NOT BE EXCESSIVELY CLAYEY IN NATURE. NO CLUMPS LARGER THAN 4" ARE ACCEPTABLE. TOPSOIL MAY BE AMENDED AS NEEDED WITH SAND OR COMPOST TO BE LOOSE WHEN SPREAD.
  - THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEViate WATER PONDING. ANY DEWATERING SHALL NOT GO DIRECTLY TO STREAMS, CREEKS, WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT BEING TREATED FIRST. A DIRTY BAG OR OTHER DEWATERING TREATMENT DEVICE MAY BE USED TO CAPTURE SEDIMENT FROM THE PUMPED WATER.
  - CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES. IN THE EVENT THIS OCCURS, THE ROADWAYS SHALL BE POWER SWEEP IMMEDIATELY AND ALL SEDIMENT REMOVED FROM DOWNSTREAM FACILITIES.
- SPECIFICATIONS FOR PRIVATE UTILITIES**
- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
  - ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORE CONNECTIONS. CONNECTIONS TO WATERMAIN SHALL BE WET TAPED WITH A STAINLESS STEEP TAPPING SLEEVE.
  - PROPOSED SANITARY SEWER AND INTERNALLY CONNECTED STORM SEWER SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. THE EXACT LOCATION OF ALL DOWN SPOUTS CONNECTIONS SHALL BE THE ARCHITECTURAL PLANS.
  - CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL.
  - MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS: STORM SEWER PIPE 48" OR LESS SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED PIPE WITH AN INTEGRALLY FORMED SMOOTH WATERWAY SUCH AS ADS N-12. FOR PIPE 10" OR LESS IN DIAMETER, PVC, ASTM D-3034, SDR-26, MAY ALSO BE USED, WHERE SPECIFICALLY REQUIRED. REINFORCED CONCRETE PIPE (RCP), ASTM C-76, CLASS II OR HIGHER, MAY BE USED. TRENCH SECTION SHALL BE CLASS "B" FOR PVC AND HDPE AND CLASS "12" FOR CONCRETE (PER STANDARD SPECIFICATIONS). MANHOLES, INLETS AND CATCH BASINS SHALL BE PRECAST REINFORCED CONCRETE, ASTM C-478. CASTINGS SHALL BE HEAVY DUTY CAST IRON. AREA DRAINS SHALL BE PER THE DETAIL ON THE PLANS. CONNECTIONS TO EXISTING PIPES SHALL BE MADE WITH INSERTA WYE OR EQUIVALENT. LAST 3" THREE JOINTS SHALL BE STAINLESS STEEL WYE OR EQUIVALENT.
  - MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS: SANITARY SEWER SHALL BE PVC, HDPE, OR DI AS ALLOWED BY MUNICIPAL CODE. PVC SHALL BE AWMA C-900. DI SHALL BE AWMA C151, CLASS 252 (OR AS REQUIRED BY LOCAL CODE). TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTION SHALL BE MADE WITH A WET TAP, CORPORATE STOP AND VALVE BOX PER MUNICIPAL STANDARDS. A MINIMUM OF 6" COVER IS REQUIRED FOR ALL SANITARY SEWER. NONDRING STEM, RESILIENT SEATED GATE VALVES COMPLYING WITH AWMA C509 WITH A THREE PIECE CAST IRON VALVE BOX. INSTALL THRUST BLOCKS AT ALL BENDS AND TEES. DISINFECT ALL NEW LINES AND OBTAIN SAFE WATER SAMPLE PRIOR TO USE.
  - EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED UNDER & WITHIN 5 FEET OF ALL MATERIAL. CONNECTION SHALL BE MADE WITH A WET TAP, CORPORATE STOP AND VALVE BOX PER MUNICIPAL STANDARDS. A MINIMUM OF 6" COVER IS REQUIRED FOR ALL WATERMAIN. VALVES SHALL BE NONDRING STEM, RESILIENT SEATED GATE VALVES COMPLYING WITH AWMA C509 WITH A THREE PIECE CAST IRON VALVE BOX. INSTALL THRUST BLOCKS AT ALL BENDS AND TEES. DISINFECT ALL NEW LINES AND OBTAIN SAFE WATER SAMPLE PRIOR TO USE.
  - TRACER WIRE (NO. 8 SINGLE STRAND COPPER) AND WARNING TAPE SHALL BE INSTALLED ON ALL UTILITIES IN ACCORDANCE WITH THE LOCAL AND STATE CODES. TRACER WIRE SHALL TERMINATE IN A VALVE TERMINAL BOX AT EACH END.
  - MANHOLE TESTING ON SANITARY LINES AND PRESSURE TESTING ON WATERMAIN MAY BE REQUIRED BY THE OWNER OR MUNICIPALITY.
  - UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE.

**SPECIFICATIONS FOR PAVING**

- AGGREGATES USED IN THE CRUSHED STONE BASE SHALL CONFORM TO THE GRADATION REQUIREMENTS SECTIONS 301.2 AND 305.2.2 OF THE STANDARD SPECIFICATIONS. THICKNESS SHALL BE PER THE DETAIL ON THE PLANS. BASE SHALL BE 1" INCH DIAMETER LIMESTONE TRAFFIC BOND AGGREGATE BASE COURSE UNLESS NOTED OTHERWISE. SUBSTITUTION AND/OR RECYCLED MATERIALS MAY BE ALLOWED WITH APPROVAL FROM THE OWNER.
- MANHOLE TESTING ON SANITARY LINES AND PRESSURE TESTING ON WATERMAIN MAY BE REQUIRED BY THE OWNER OR MUNICIPALITY.
- EXISTING PAVEMENT SHALL BE SAWCUT IN NEAT STRAIGHT LINES TO FULL DEPTH AT ANY POINT WHERE EXISTING PAVEMENT IS REMOVED. CURB AND WALK SHALL BE REMOVED TO THE NEAREST JOINT. REMOVED PAVEMENT SHALL BE REPAVED WITH THE SAME SECTION AS EXISTING. MUNICIPAL STANDARDS MAY REQUIRE ADDITIONAL WORK.
- ASPHALT FOR PARKING AREAS AND THE PRIVATE ROAD SHALL BE PER THE DETAILS MATERIALS AND PLACEMENT SHALL CONFORM TO THE DOT STANDARD SPECIFICATIONS, SECTION 450 AND 460. LT 58-28 S IS REQUIRED UNLESS NOTED OTHERWISE. A COMMERCIAL GRADE MIX MAY BE SUBSTITUTED ONLY WITH APPROVAL FROM THE OWNER.
- CONCRETE FOR CURB, DRIVEWAY, WALKS AND NON-FLOOR SLABS SHALL CONFORM TO SECTION 415 OF THE STANDARD SPECIFICATIONS. GRADE A, ASTM C-64, 8 BAG MIX, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI. JOINTING SHALL BE PER SECTION 415.1.7 OF THE STANDARD SPECIFICATIONS WITH CONSTRUCTION JOINTS HAVING A MAXIMUM SPACING OF 10'. EXPANSION JOINTS SHALL BE PROVIDED EVERY 50'. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS REQUIRED.



Developer/Owner:



Consultant:  
**Pinnacle Engineering Group**  
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PLAN | DESIGN | DELIVER

Project:  
**SoNa Apartments**

Location:  
6700 W. National Avenue  
West Allis, WI 53214

Key Plan:



Sheet:

**CONSTRUCTION DETAILS  
AND SPECIFICATIONS**

Phase:  
**100% CONSTRUCTION  
DOCUMENTS**

Scale:

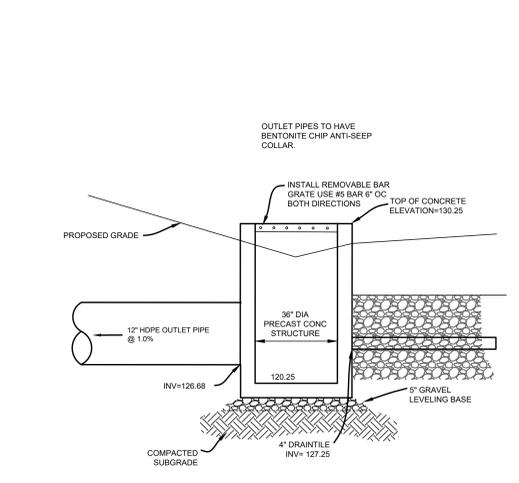
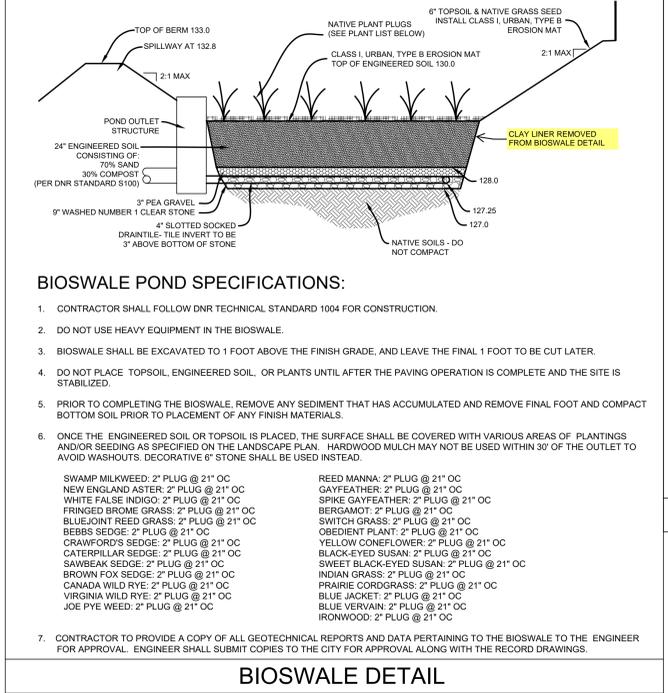
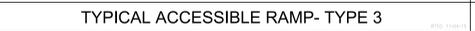
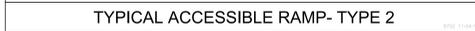
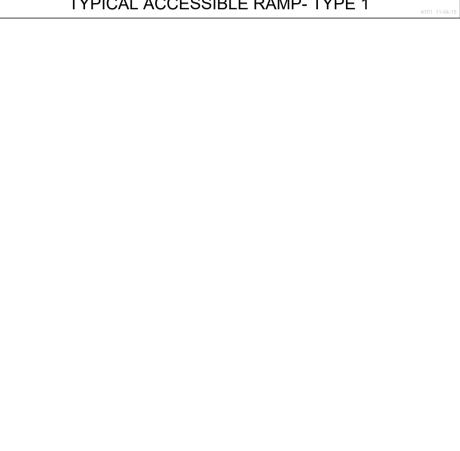
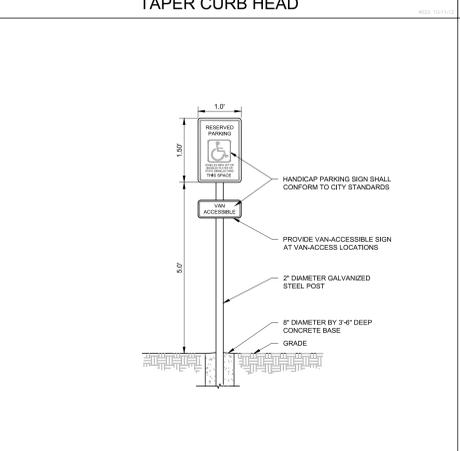
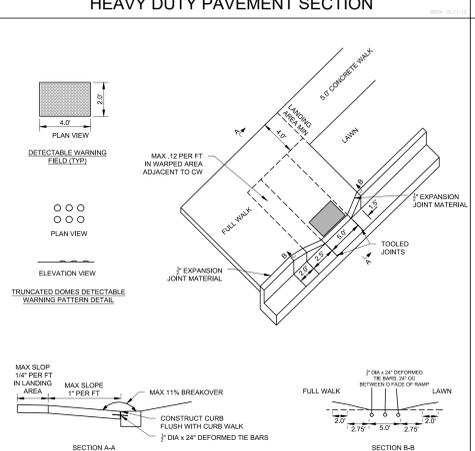
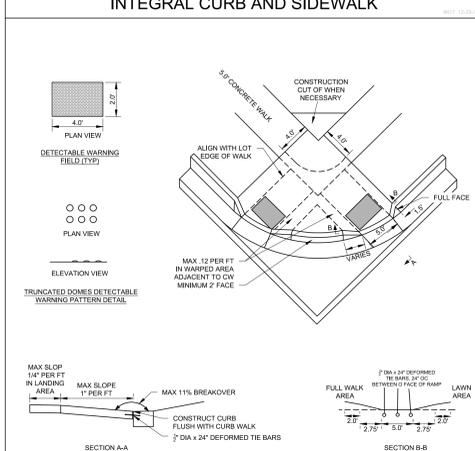
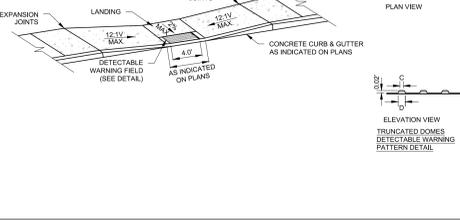
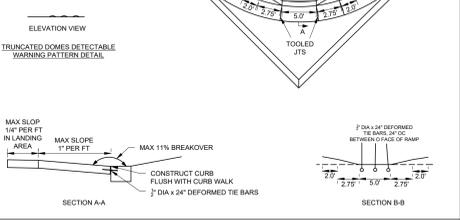
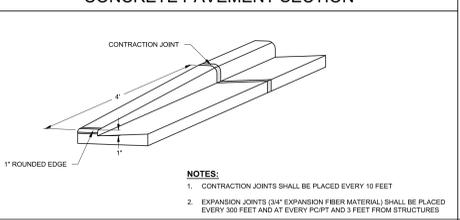
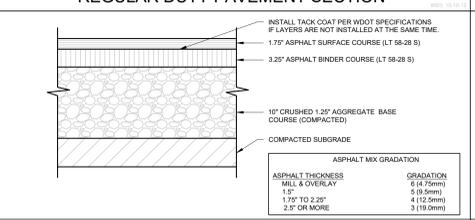
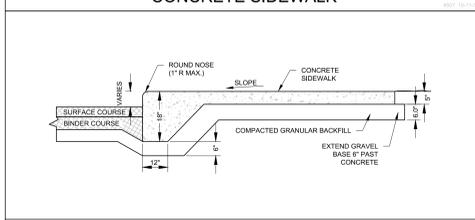
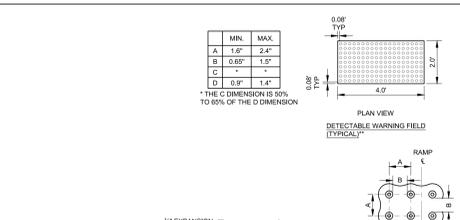
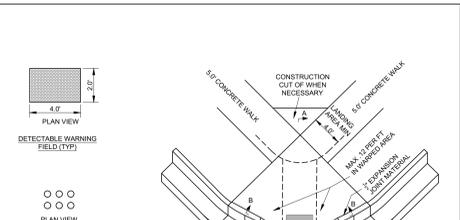
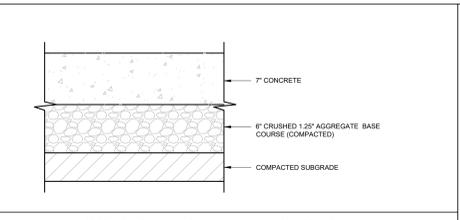
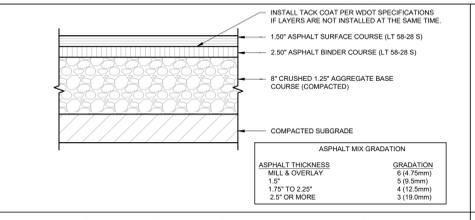
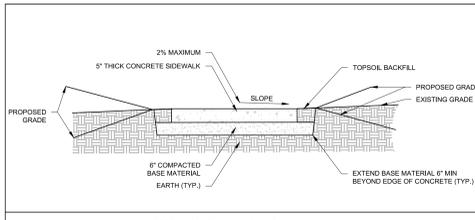
Revisions:	
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1	10/15/2021 CHANGES PER CITY COMMENTS
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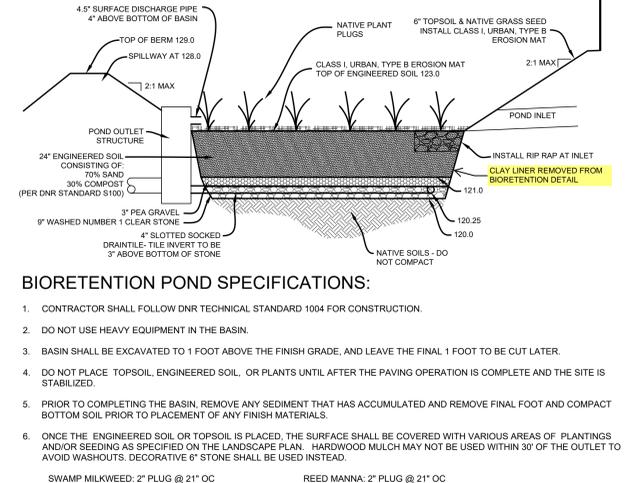
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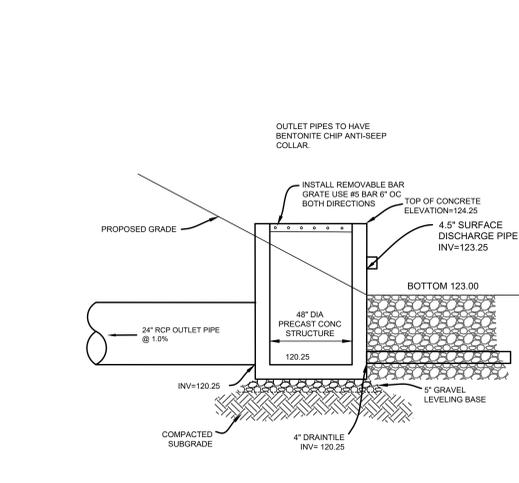
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**BIOSWALE OUTLET DETAIL**



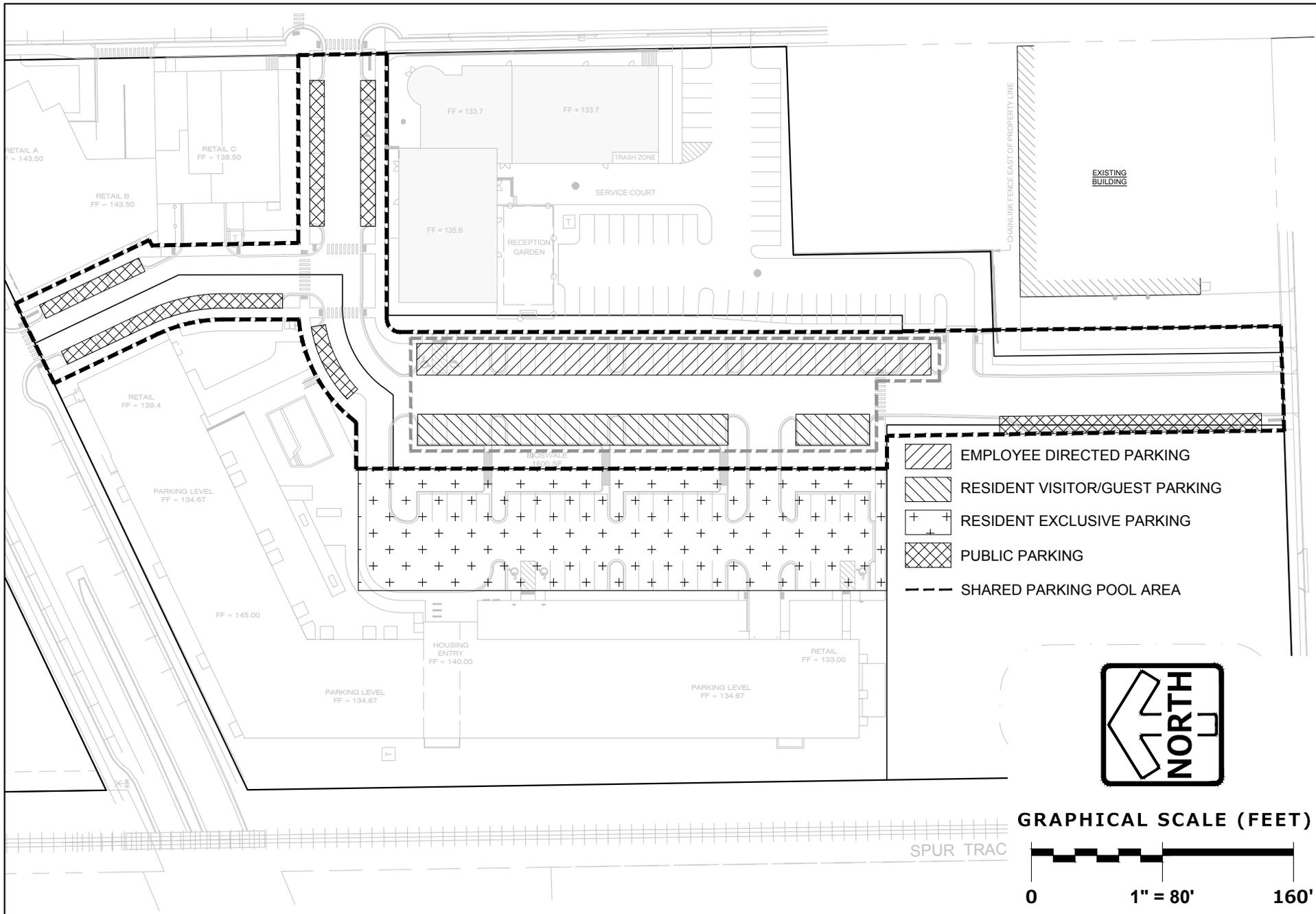
**BIORETENTION DETAIL**



**BIORETENTION OUTLET DETAIL**

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

[See attached]



# PARKING EASEMENT AREA EXHIBIT

12/02/2021

## PINNACLE ENGINEERING GROUP

## PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

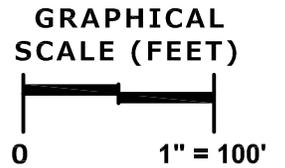
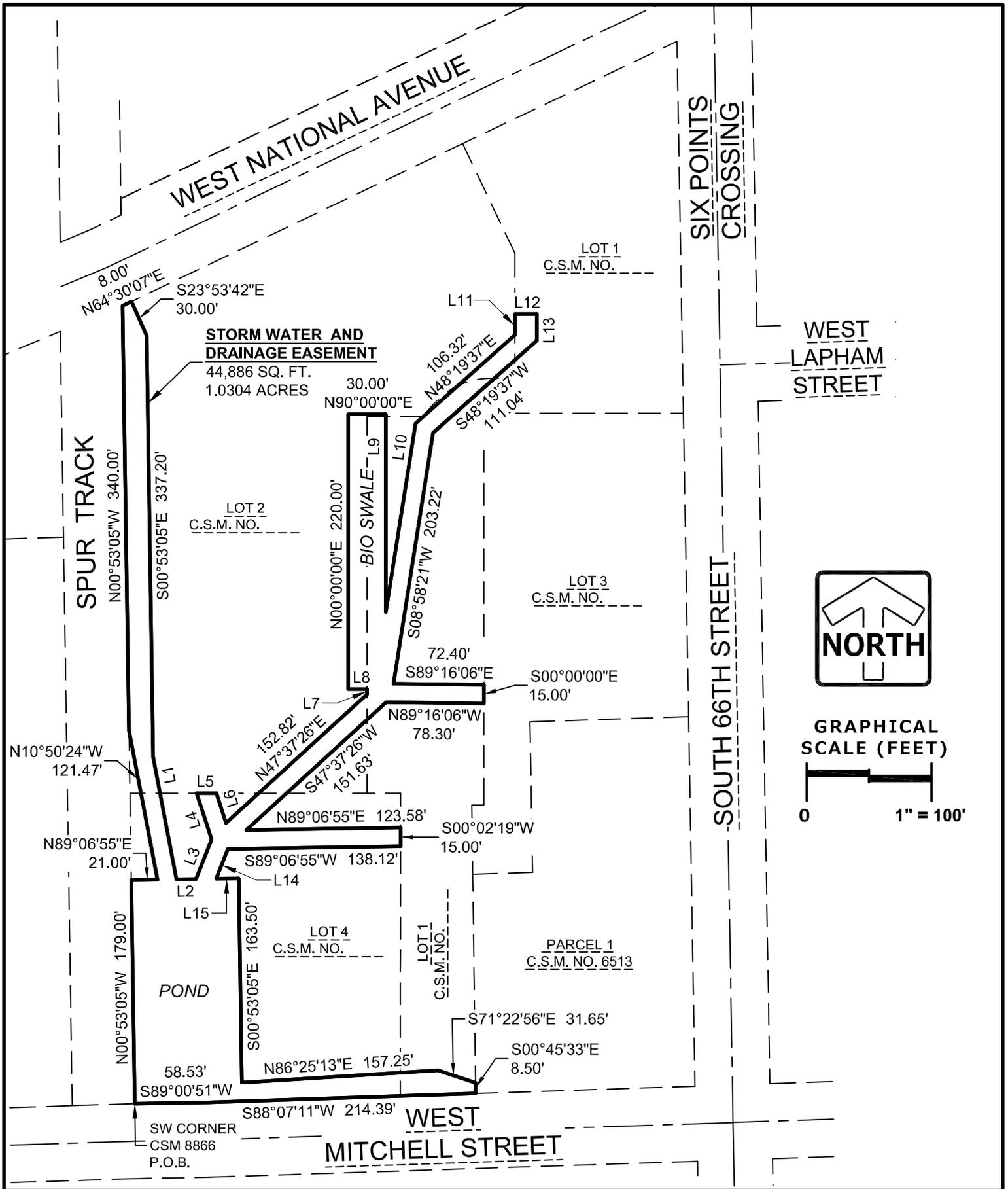
WWW.PINNACLE-ENGR.COM

PFG IOR#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. \_\_\_\_\_, 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:

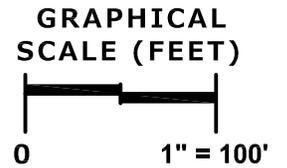
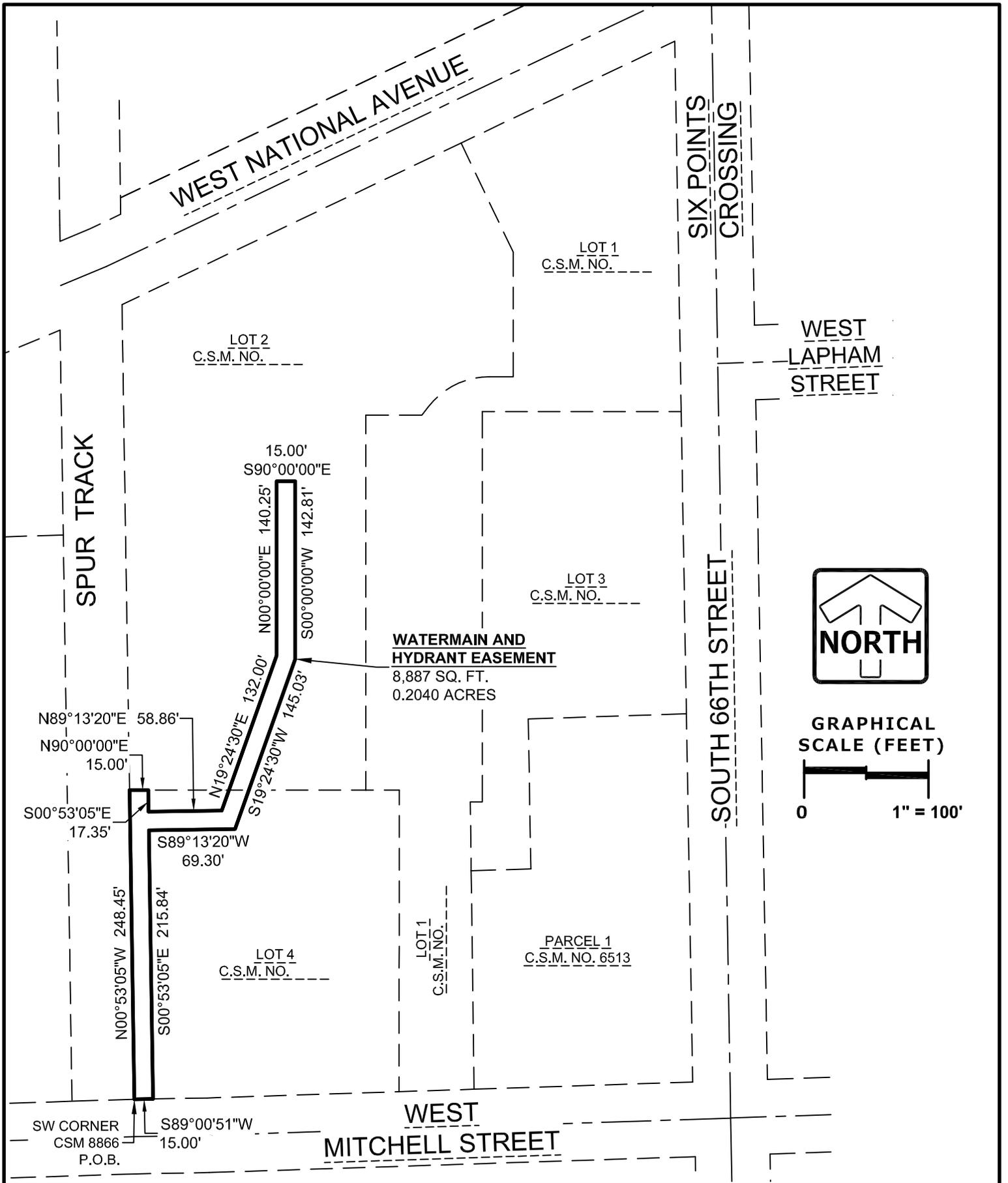
Beginning at the southwest corner of said Certified Survey Map No. 8866; thence North 00°53'05" West along the west line of said Certified Survey Map, 179.00 feet; thence North 89°06'55" East, 21.00 feet; thence North 10°50'24" West, 121.47 feet to the aforesaid west line; thence North 00°53'05" West 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, 106.32 feet; thence North 00°01'32" West, 16.76 feet; thence North 89°58'28" East, 17.50 feet; thence South 00°01'32" East, 21.27 feet; thence South 48°19'37" West, 111.04 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, 123.58 feet; thence South 00°02'19" West, 15.00 feet; thence South 89°06'55" West, 138.12 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. 8866; 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	N00°01'32"W	16.76'
L12	N89°58'28"E	17.50'
L13	S00°01'32"E	21.27'
L14	S21°33'33"W	25.50'
L15	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.

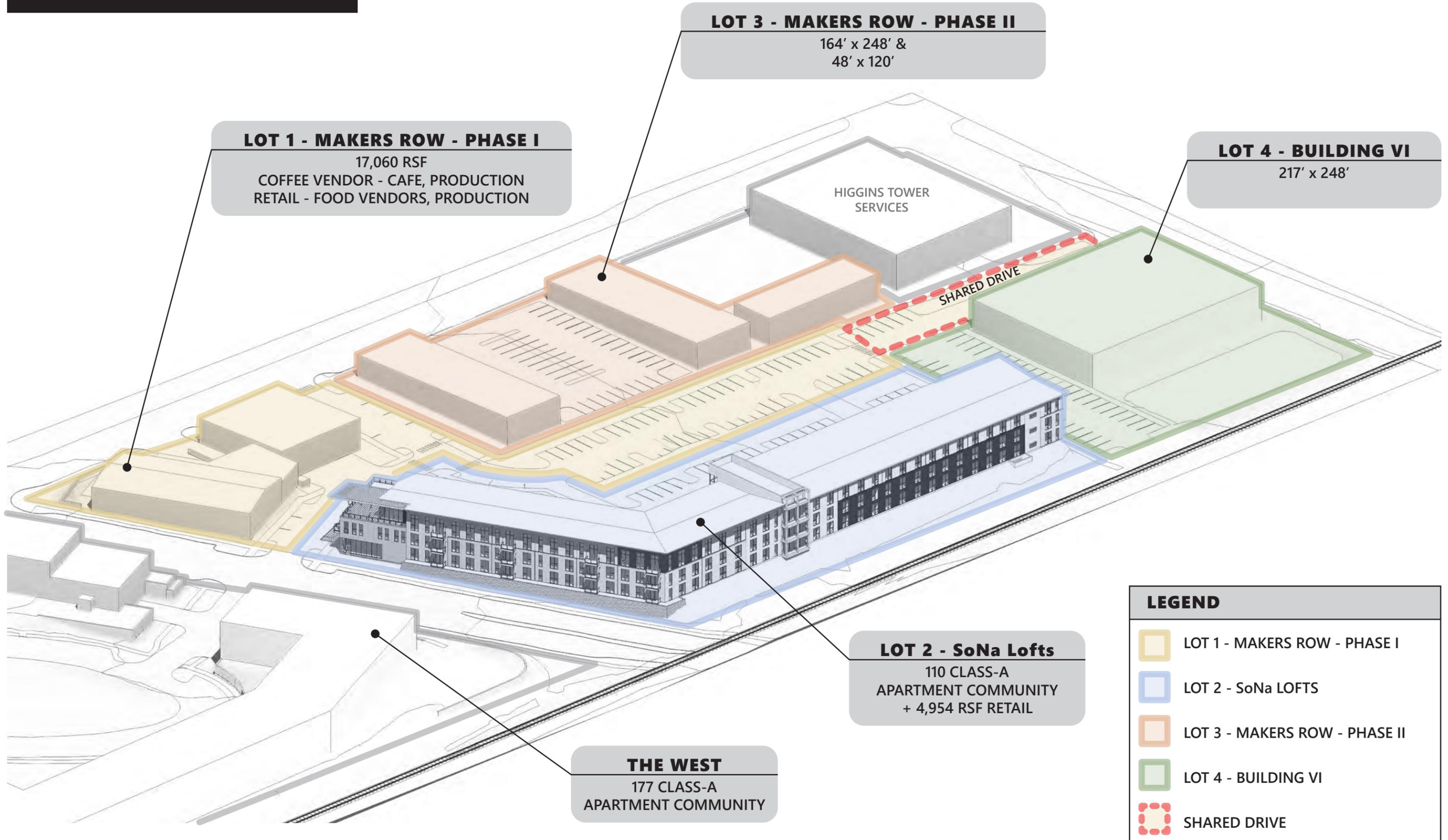
14. Standard of Care for Use/Notification of Management. The Parking Easement Area is privately owned but operated as a publicly accessible parking facility. Users are encouraged to timely report to Manager and unsafe conditions within the Parking Easement Area, including but not limited to burned out 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]



**LOT 1 - MAKERS ROW - PHASE I**  
 17,060 RSF  
 COFFEE VENDOR - CAFE, PRODUCTION  
 RETAIL - FOOD VENDORS, PRODUCTION

**LOT 3 - MAKERS ROW - PHASE II**  
 164' x 248' &  
 48' x 120'

**LOT 4 - BUILDING VI**  
 217' x 248'

**LOT 2 - SoNa Lofts**  
 110 CLASS-A  
 APARTMENT COMMUNITY  
 + 4,954 RSF RETAIL

**THE WEST**  
 177 CLASS-A  
 APARTMENT COMMUNITY

HIGGINS TOWER  
 SERVICES

SHARED DRIVE

LEGEND	
	LOT 1 - MAKERS ROW - PHASE I
	LOT 2 - SoNa LOFTS
	LOT 3 - MAKERS ROW - PHASE II
	LOT 4 - BUILDING VI
	SHARED DRIVE

# SoNa LOFTS - DESCRIPTION

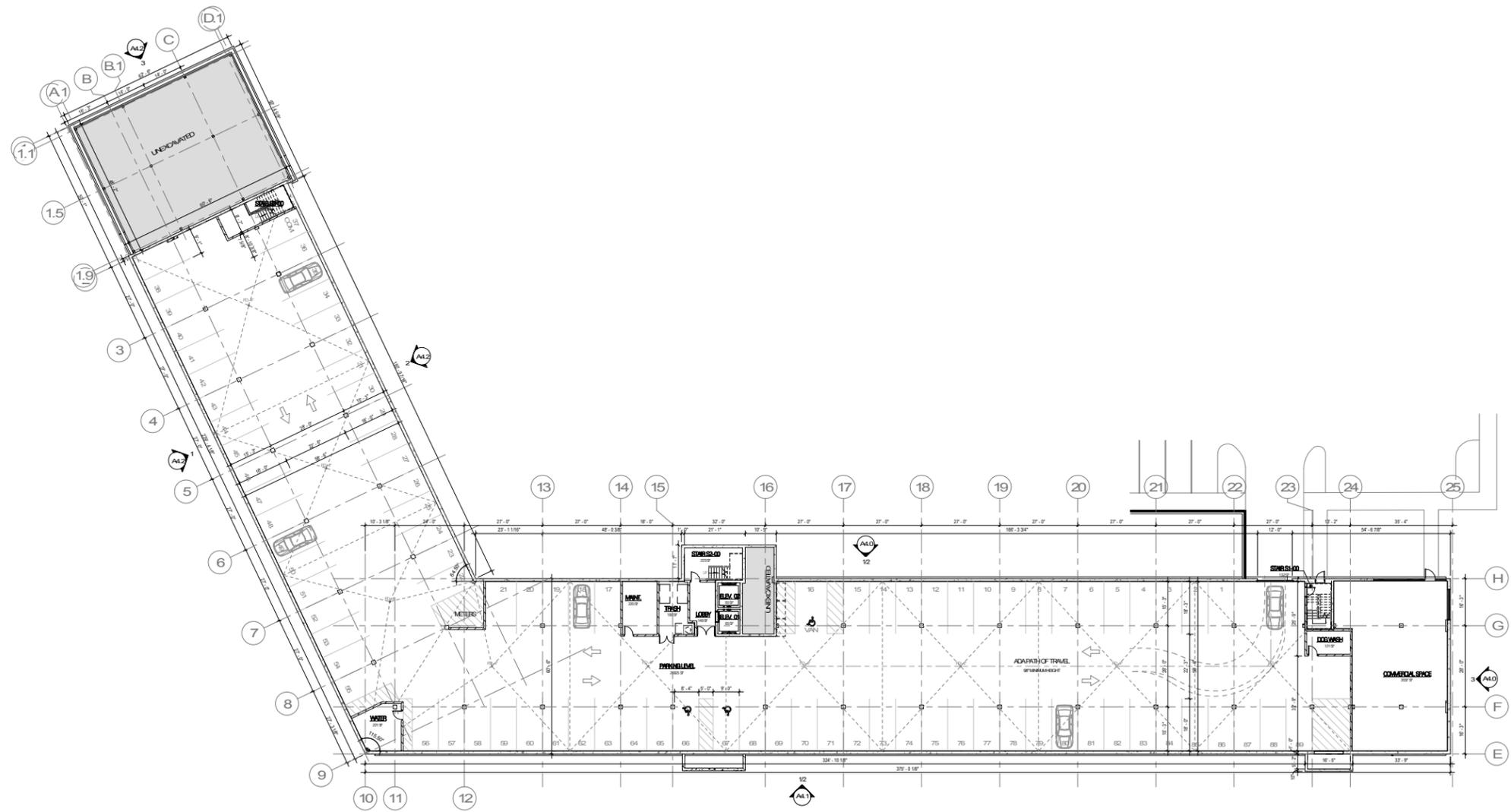
11 . 06 . 2020



TEXT TEXT TEXT

Estimated cost of landscaping & screening: \$130,330





**Zimmerman**  
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 2122 W. North Vernon Avenue | Milwaukee, WI 53233 | zstudio.com  
 TELEPHONE: (414) 476-9500  
 FACSIMILE: (414) 476-8852

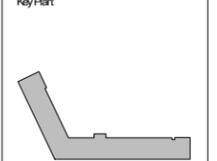
Developer/Owner:  
**MANDEL GROUP**

Consultant:  
 (Blank)

Project:  
**SoNa Apartments**

**NOT FOR CONSTRUCTION**

Location:  
 6700 W. National Avenue  
 West Allis, WI 53214



Sheet:  
**PARKING LEVEL - OVERALL**

Phase:  
**Planning Commission Submittal**

Scale:  
 1/16" = 1'-0"

Revisions:

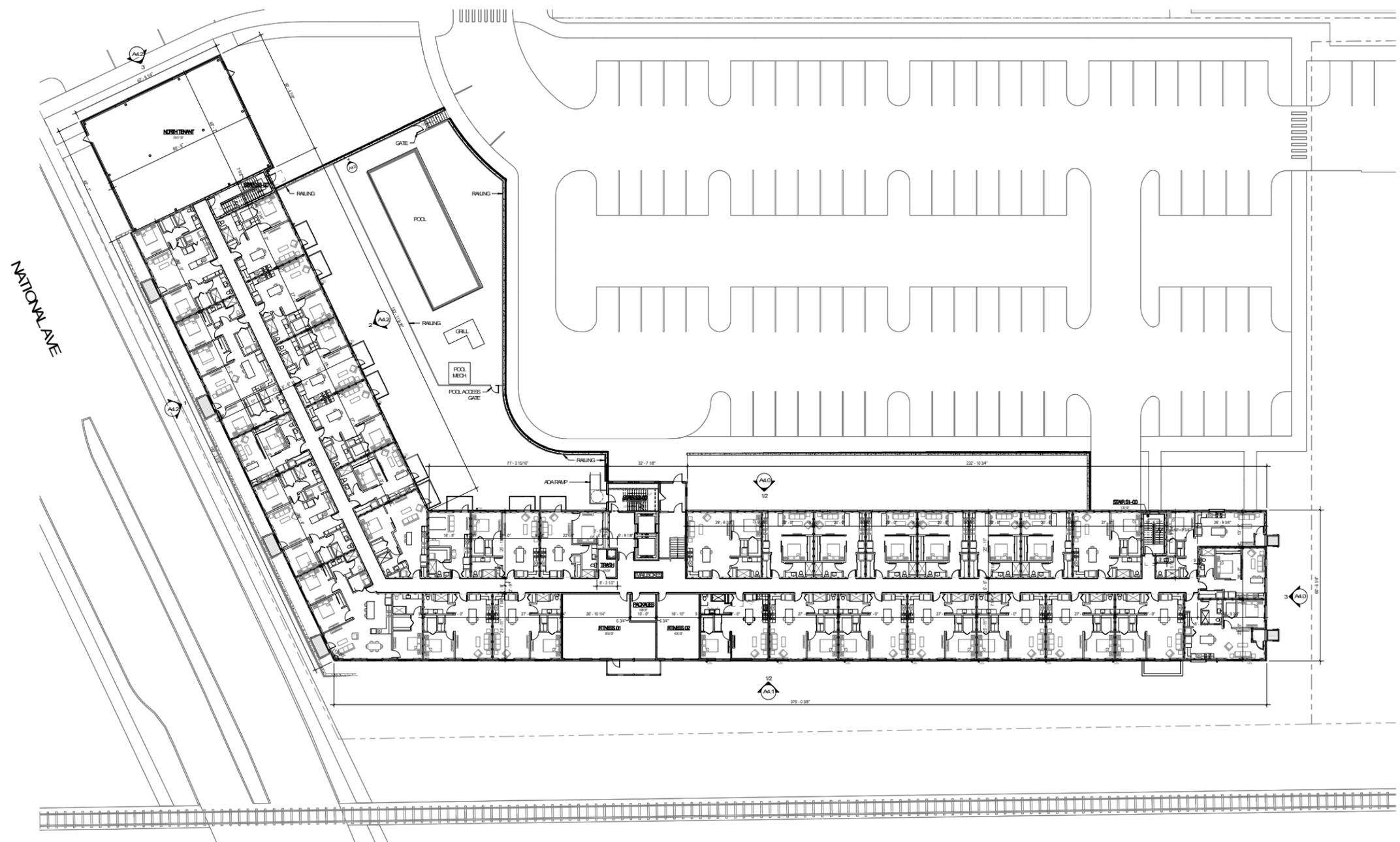
No.	Date	Description

Date:  
 11.06.20

Project No:  
 200064.00

Sheet No:  
**A2.0**

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 FACSIMILE: (414) 476-8852

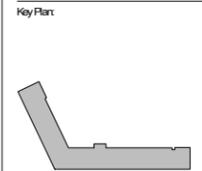
Developer/Owner:  
**MANDEL GROUP**

Consultant:

Project:  
 SoNa Apartments

**NOT FOR CONSTRUCTION**

Location:  
 6700 W National Avenue  
 West Allis, WI 53214



Sheet:  
**FIRST FLOOR PLAN - OVERALL**

Phase:  
 Planning Commission  
 Submittal

Scale:  
 1/16" = 1'-0"

Revisions:

No.	Date	Decision

Date:  
 11.06.20

Project No:  
 200064.00

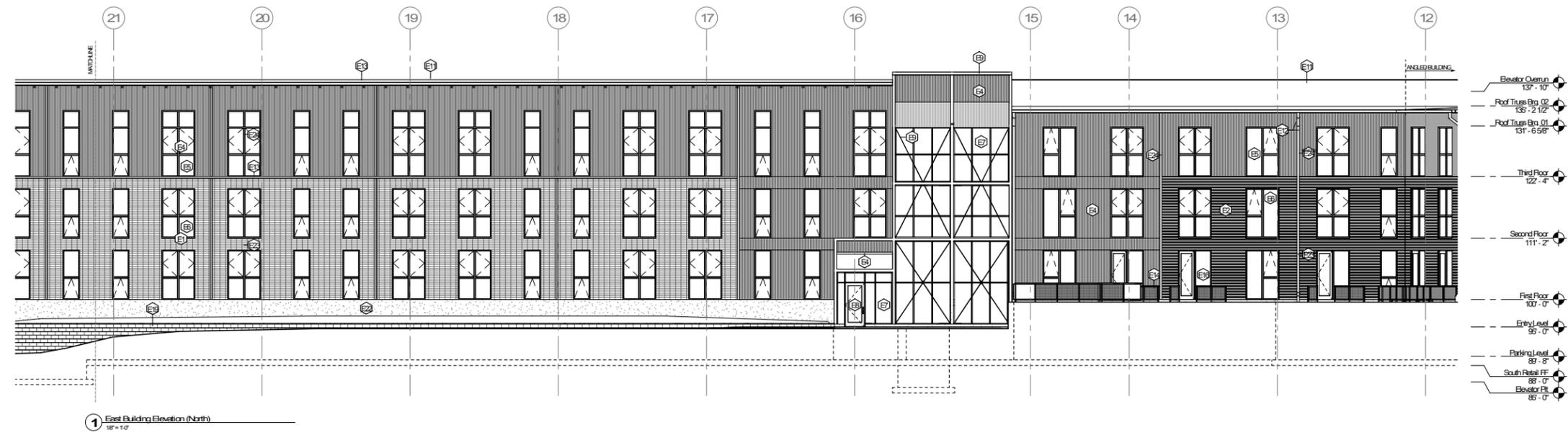
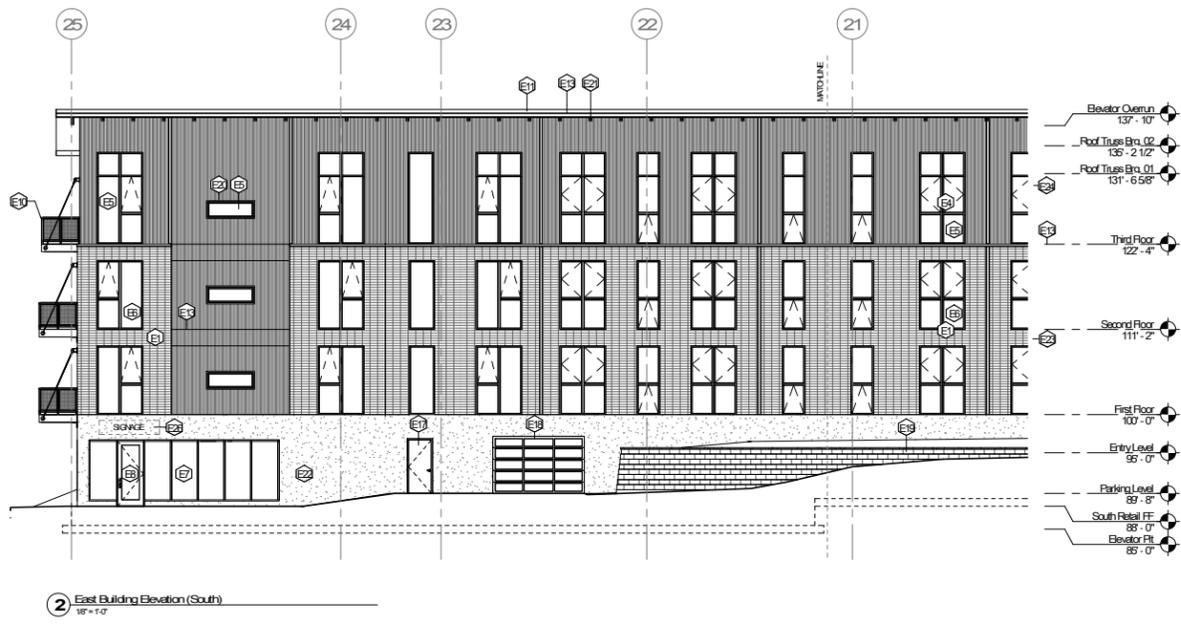
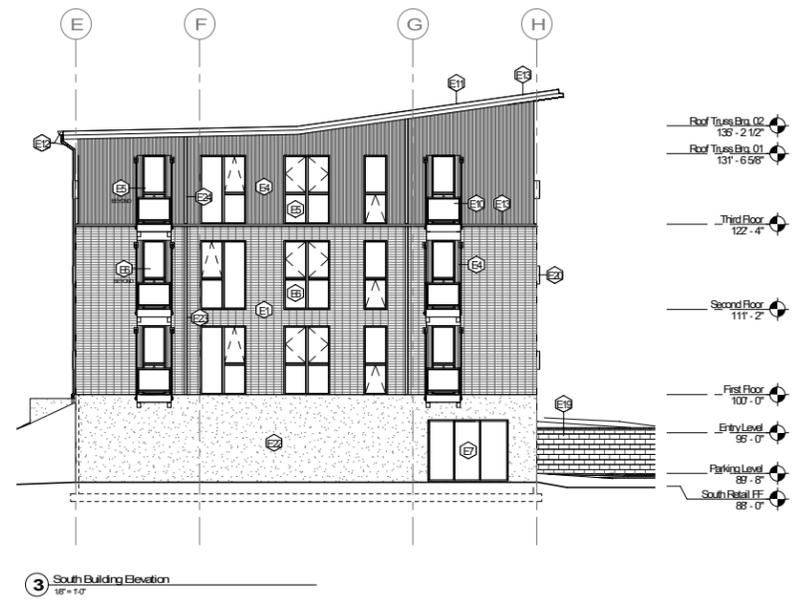
Sheet No:  
**A2.1**

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ELEVATION KEYNOTES	
KEY	KEYNOTE DESCRIPTION
E1	BRICK MASONRY: 4x12 STACK BOND (COLOR: BLACK HILLS SMOOTH)
E2	CORRUGATED METAL CLADDING w/ 1 1/2" BOX PROFILE (COLOR: MUSKET GRAY)
E3	CORRUGATED METAL CLADDING w/ 1 1/2" BOX PROFILE (COLOR: TERRACOTTA)
E4	GALVALUME METAL CLADDING SYSTEM w/ 78" CURVED PROFILE
E5	FIBERGLASS WINDOW SYSTEM w/ 1" INSULATED GLAZING, VENTS AS INDICATED (FRAME COLOR: GRAY)
E6	FIBERGLASS WINDOW SYSTEM w/ 1" INSULATED GLAZING, VENTS AS INDICATED (FRAME COLOR: BROWN)
E7	ANODIZED ALUMINUM STOREFRONT INSULATED GLAZING SYSTEM (COLOR: DARK BRONZE)
E8	ANODIZED ALUMINUM STOREFRONT DOOR (COLOR: DARK BRONZE)
E9	STEEL FRAMING (PAINTED)
E10	PREFABRICATED ALUMINUM BALCONY SYSTEM w/ 2" WIRE MESH BALUSTER PANELS AND COLORED TRANSLUCENT ACRYLIC ACCENT BALUSTER PANEL
E11	SLOPED ROOFING SYSTEM w/ FULLY ADHERED EPDM MEMBRANE, POLYISO INSULATION
E12	PREFIN ALUMINUM GUTTER/DOWNSPOUT
E13	PREFIN ALUMINUM CORNING/FASCIA/FLASHING
E14	GLAZED w/ 2" WIRE MESH BALUSTER PANELS AND COLORED TRANSLUCENT ACRYLIC ACCENT BALUSTER PANELS
E15	FIBERGLASS SWINGING PATIO DOOR (COLOR: GRAY)
E16	FIBERGLASS SWINGING PATIO DOOR (COLOR: BROWN)
E17	INSULATED HOLLOW METAL DOOR (PAINTED)
E18	INSULATED GLASS/ALUMINUM OVERHEAD DOOR
E19	KEYSTONE BLOCK RETAINING WALL SYSTEM
E20	WINDOW TRIM PROJECTION (COLOR: TERRACOTTA)
E21	RAFTER TAIL EXTENSIONS (COLOR: PAINTED GRAY)
E22	EXPOSED CONCRETE FOUNDATION WALL
E23	REVEAL w/ PREFIN ALUMINUM BREAK METAL (COLOR: MUSKET GRAY)
E24	REVEAL w/ PREFIN ALUMINUM BREAK METAL (COLOR: TO MATCH GALVALUME)
E25	STEEL FRAMED WING/SUN BRACE (PAINTED)
E26	SIGNAGE PACKAGE TO BE SUBMITTED AT A LATER DATE.



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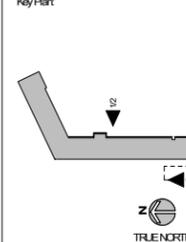
2121 W. North Vernon Avenue | Milwaukee, WI 53233 | zstudio.com  
TELEPHONE: (414) 476.9.500  
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Developer/Owner:  
**MANDEL GROUP**

Consultant:  
**MANDEL GROUP**

Project:  
**SoNa Apartments**

Location:  
6700 W National Avenue  
West Allis, WI 53214



Sheet:  
**EXTERIOR ELEVATIONS**

Phase:  
Planning Commission Submittal

Scale:  
1/8" = 1'-0"

Revisions:

No.	Date	Description

Date:  
11.06.20

Project No:  
200064.00

Sheet No:

**A4.0**

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ELEVATION KEYNOTES	
KEY	KEYNOTE DESCRIPTION
E1	BRICK MASONRY, 4x12, STACK BOND (COLOR: BLACK HILLS, SMOOTH)
E2	CORRUGATED METAL CLADDING w/ 1 1/2" BOX PROFILE (COLOR: MUSKET GRAY)
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E25	STEEL FRAMED WING/SUN BRACE (PAINTED)
E26	SIGNAGE PACKAGE TO BE SUBMITTED AT A LATER DATE



**Zimmerman**  
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Developer/Owner:  
**MANDEL GROUP**

Consultant:  
**MANDEL GROUP**

Project:  
**SoNa Apartments**

Location:  
6700 W National Avenue  
West Allis, WI 53214

Key Plan:

Sheet:  
**EXTERIOR ELEVATIONS**

Phase:  
Planning Commission  
Submittal

Scale:  
1/8" = 1'-0"

Revisions:

No.	Date	Description

Date:  
11.06.20

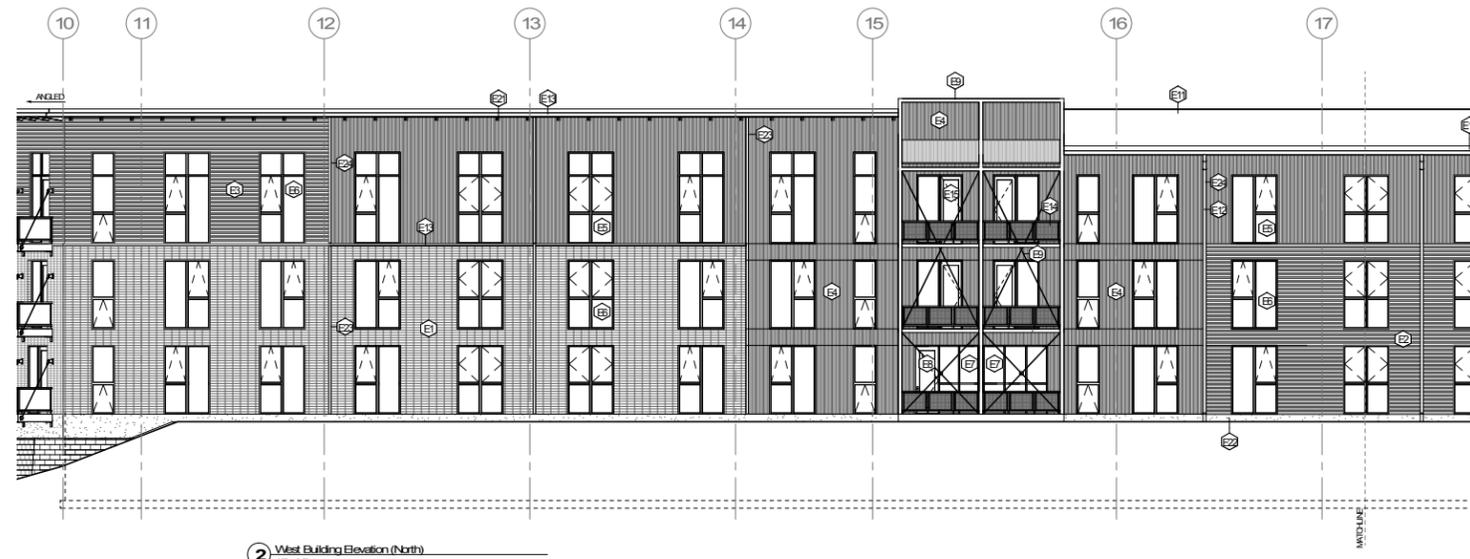
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200064.00

Sheet No:

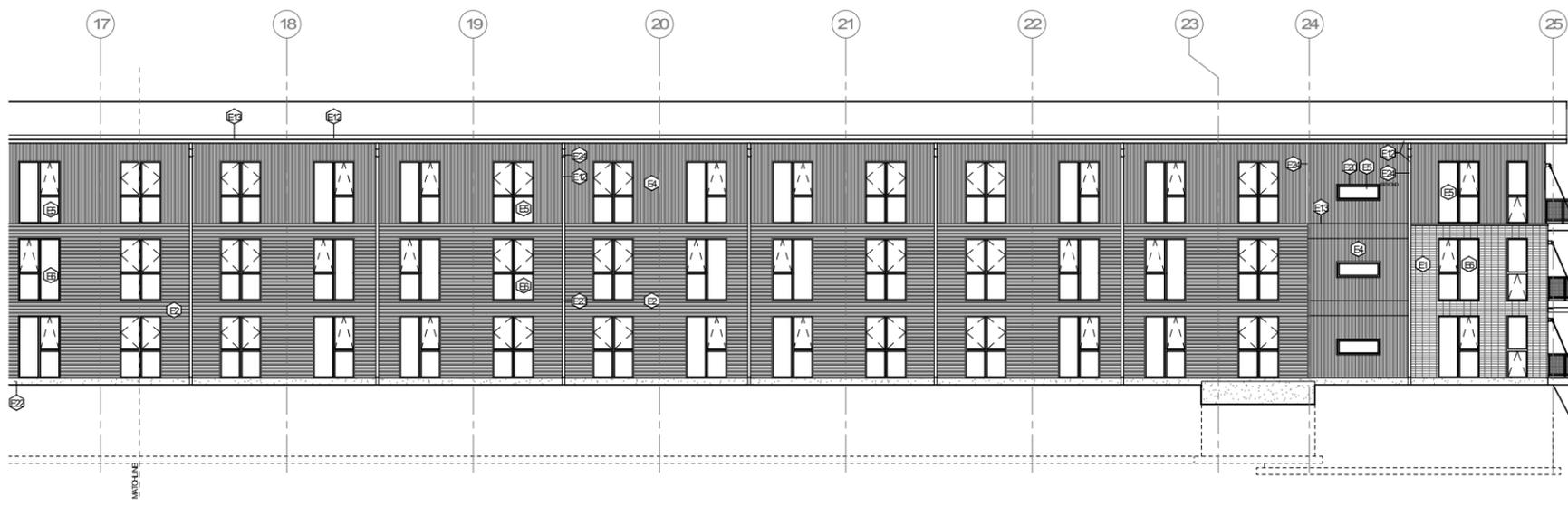
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E25	STEEL FRAMED WING/SUN BRACK (PAINTED)
E26	SIGNAGE PACKAGE TO BE SUBMITTED AT A LATER DATE



2 West Building Elevation (North)  
1/8" = 1'-0"



1 West Building Elevation (South)  
1/8" = 1'-0"

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TELEPHONE: (414) 476-9500  
FACSIMILE: (414) 476-8952

Developer/Owner:

**MANDEL GROUP**

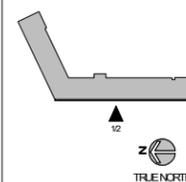
Consultant:

Project:  
**SoNa Apartments**

**NOT FOR CONSTRUCTION**

Location:  
6700 W. National Avenue  
West Allis, WI 53214

Key Plan:



Sheet:  
**EXTERIOR ELEVATIONS**

Phase:  
**Planning Commission Submittal**

Scale:  
1/8" = 1'-0"

No.	Date	Decision

Date:  
11.06.20

Project No:  
200064.00

Sheet No:

**A4.1**

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ELEVATION KEYNOTES	
KEY	KEYNOTE DESCRIPTION
E1	BRICK MASONRY, 4x12, STACK BOND (COLOR: BLACK HILLS, SMOOTH)
E2	CORRUGATED METAL CLADDING w/ 1 1/2" BOX PROFILE (COLOR: MUSKET GRAY)
E3	CORRUGATED METAL CLADDING w/ 1 1/2" BOX PROFILE (COLOR: TERRACOTTA)
E4	GALVALUME METAL CLADDING SYSTEM w/ 78" CURVED PROFILE
E5	FIBERGLASS WINDOW SYSTEM w/ 1" INSULATED GLAZING, VENTS AS INDICATED (FRAME COLOR: GRAY)
E6	FIBERGLASS WINDOW SYSTEM w/ 1" INSULATED GLAZING, VENTS AS INDICATED (FRAME COLOR: BROWN)
E7	ANODIZED ALUMINUM STOREFRONT INSULATED GLAZING SYSTEM (COLOR: DARK BRONZE)
E8	ANODIZED ALUMINUM STOREFRONT DOOR (COLOR: DARK BRONZE)
E9	STEEL FRAMING (PAINTED)
E10	PREFABRICATED ALUMINUM BALCONY SYSTEM w/ 2" WIRE MESH BALUSTER PANELS AND COLORED TRANSLUCENT ACRYLIC ACCENT BALUSTER PANEL
E11	SLOPED ROOFING SYSTEM w/ FULLY ADHERED EPDM MEMBRANE, POLYISO INSULATION
E12	PREFIN ALUMINUM GUTTER/DOWNSPOUT
E13	PREFIN ALUMINUM CORNING/FASCIA/FLASHING
E14	GLUING/GRAB w/ 2" WIRE MESH BALUSTER PANELS AND COLORED TRANSLUCENT ACRYLIC ACCENT BALUSTER PANELS
E15	FIBERGLASS SWINGING PATIO DOOR (COLOR: GRAY)
E16	FIBERGLASS SWINGING PATIO DOOR (COLOR: BROWN)
E17	INSULATED HOLLOW METAL DOOR (PAINTED)
E18	INSULATED GLASS/ALUMINUM OVERHEAD DOOR
E19	KEystone BLOCK RETAINING WALL SYSTEM
E20	WINDOW TRIM PROJECTION (COLOR: TERRACOTTA)
E21	PAINTER TAIL EXTENSIONS (COLOR: PAINTED GRAY)
E22	EXPOSED CONCRETE FOUNDATION WALL
E23	REVEAL w/ PREFIN ALUMINUM BREAK METAL (COLOR: MUSKET GRAY)
E24	REVEAL w/ PREFIN ALUMINUM BREAK METAL (COLOR: TO MATCH GALVALUME)
E25	STEEL FRAMED WING/SUN BRACE (PAINTED)
E26	SIGNAGE PACKAGE TO BE SUBMITTED AT A LATER DATE



**Zimmerman**  
ARCHITECTURAL STUDIOS, INC.

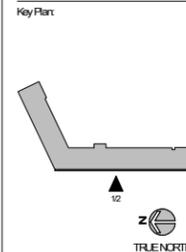
2121 W. North Vernon Avenue | Milwaukee, WI 53233 | zstudio.com  
TELEPHONE: (414) 476-9500  
FACSIMILE: (414) 476-8952

Developer/Owner:  
**MANDEL GROUP**

Consultant:  
**MANDEL GROUP**

Project:  
**SoNa Apartments**

Location:  
6700 W National Avenue  
West Allis, WI 53214



Sheet:  
**EXTERIOR ELEVATIONS**

Phase:  
**Planning Commission Submittal**

Scale:  
1/8" = 1'-0"

Revisions:

No.	Date	Description

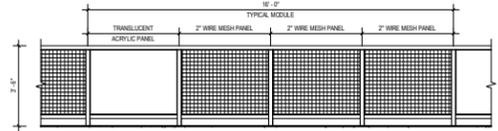
Date:  
11.06.20

Project No:  
200064.00

Sheet No:

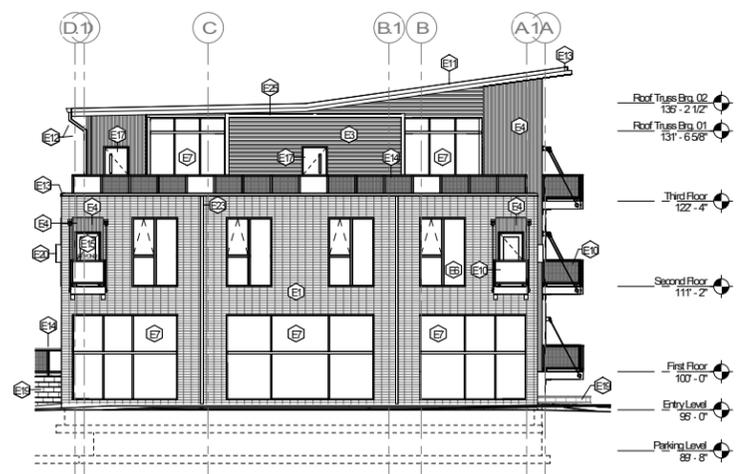
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4 TYPICAL RAILING MODULE  
3/8" = 1'-0"

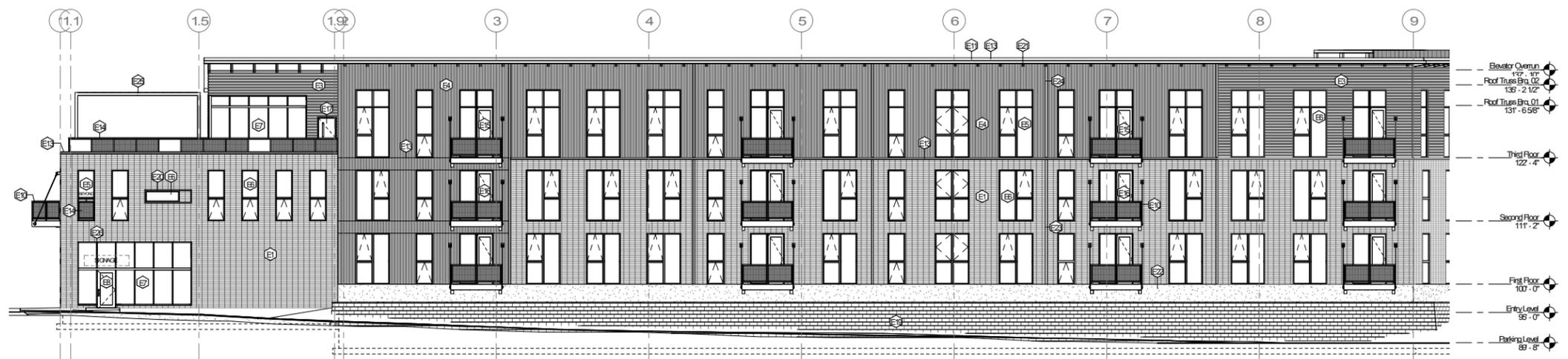
ELEVATION KEYNOTES	
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E1	BRICK MASONRY, 4:1/2 STACK BOND (COLOR: BLACK HILLS, SMOOTH)
E2	CORRUGATED METAL CLADDING w/ 1 1/2" BOX PROFILE (COLOR: MUSKET GRAY)
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E11	SKIPPED ROOFING SYSTEM w/ FULLY ADHERED EPDM MEMBRANE, POLYISO INSULATION
E12	PREFIN ALUMINUM GUTTER/DOWNSPOUT
E13	PREFIN ALUMINUM COPING/FASCIA FLASHING
E14	QUADRUM w/ 2" WIRE MESH BALUSTER PANELS AND COLORED TRANSLUCENT ACRYLIC ACCENT BALUSTER PANELS
E15	FIBERGLASS SWINGING PATIO DOOR (COLOR: GRAY)
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E23	REVEAL w/ PREFIN ALUMINUM BRUSH METAL (COLOR: MUSKET GRAY)
E24	REVEAL w/ PREFIN ALUMINUM BRUSH METAL (COLOR: TO MATCH GALVALUME)
E25	STEEL FRAMED AWNING/SUN SHADE (PAINTED)
E26	SIGNAGE PACKAGE TO BE SUBMITTED AT A LATER DATE



3 Northwest Building Elevation  
1/8" = 1'-0"



2 Southeast Building Elevation  
1/8" = 1'-0"



1 Northwest Building Elevation  
1/8" = 1'-0"

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FACSIMILE: (414) 476-8892

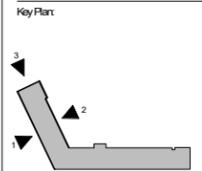
Developer/Owner:  
**MANDEL GROUP**

Consultant:

Project:  
**SoNa Apartments**

**NOT FOR CONSTRUCTION**

Location:  
6700 W National Avenue  
West Allis, WI 53214



TRUE NORTH

Sheet:  
**EXTERIOR ELEVATIONS**

Phase:  
Planning Commission  
Submittal

Scale:  
As indicated

Revisions:

No.	Date	Decision

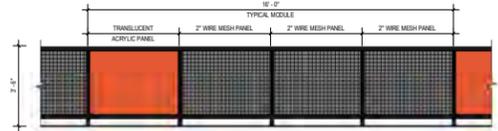
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11.06.20

Project No:  
200064.00

Sheet No:

**A4.2**

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4 TYPICAL RAILING MODULE  
3/8" = 1'-0"

ELEVATION KEYNOTES	
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E1	BRICK MASONRY, 4-1/2" STACK BOND (COLOR: BLACK HILLS, SMOOTH)
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3 Northwest Building Elevation  
1/8" = 1'-0"



2 Southeast Building Elevation  
1/8" = 1'-0"



1 Northwest Building Elevation  
1/8" = 1'-0"

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TELEPHONE: (414) 476-9500  
FACSIMILE: (414) 476-8862

Developer/Owner:  
**MANDEL GROUP**

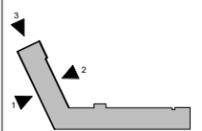
Consultant:

Project:  
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Key Plan:



TRUE NORTH

Sheet:  
**EXTERIOR ELEVATIONS**

Phase:  
Planning Commission  
Submittal

Scale:  
As indicated

Revisions:

No.	Date	Decision

Date:

11.06.20

Project No:

200064.00

Sheet No:

**A4.2a**

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10 AERIAL VIEW LOOKING NORTHWEST



11 AERIAL VIEW LOOKING SOUTHEAST

# Zimmerman

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 TELEPHONE: (414) 476-9500  
 FACSIMILE: (414) 476-8852

Developer/Owner:

**MANDEL GROUP**

Consultant:

Project:

SoNa Apartments

**NOT FOR  
CONSTRUCTION**

Location:  
6700 W. National Avenue  
West Allis, WI 53214

Key Plan:



Sheet:

AERIAL VIEWS

Phase:

Planning Commission  
Submittal

Scale:

Revisions:

No.	Date	Description

Date:

11.06.20

Project No:

200064.00

Sheet No:

R1.0

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③ NATIONAL AVE LOOKING SOUTH



② COURTYARD LOOKING WEST



① NATIONAL AVE LOOKING SOUTHEAST

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2122 W. North Vernon Avenue | Milwaukee, WI 53233 | zstudio.com  
TELEPHONE: (414) 476-9500  
FACSIMILE: (414) 476-8862

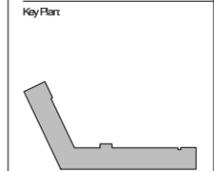
Developer/Owner:  
**MANDEL GROUP**

Consultant:

Project:  
SoNa Apartments

**NOT FOR CONSTRUCTION**

Location:  
6700 W National Avenue  
West Allis, WI 53214



Sheet:  
PERSPECTIVE VIEWS

Phase:  
Planning Commission  
Submittal

Scale:

Revisions:		
No.	Date	Description

Date:  
11.06.20

Project No:  
200064.00

Sheet No:

**R1.1**

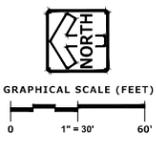
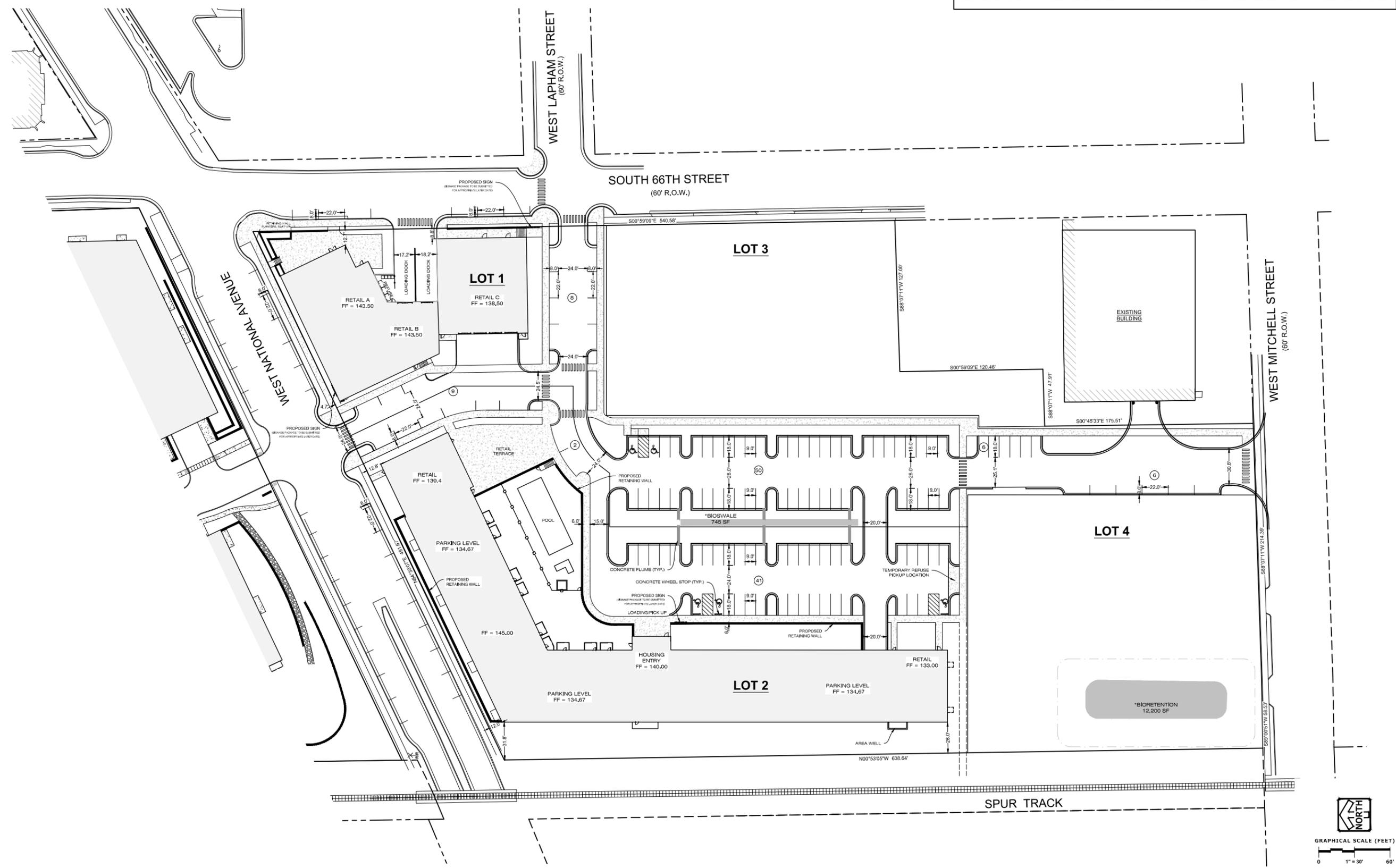
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www.pinnacle-engr.com FOR REVIEW ONLY

LEGEND	
	CONCRETE SIDEWALK 4" CLASPS AGGREGATE BASE COURSE (1/2" DENSE GRADED LIMESTONE) 3" PCC (60# FILLER) WIRE FASCIA PER AISC 312-92
	PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)

PARKING DATA	
ON-SITE PARKING: 120 STALLS	
ADA REQUIREMENTS:	
-REQUIRED: 5 ADA STALLS, 1 VAN ACCESSIBLE	
-PROVIDED: 5 ADA STALLS, 2 VAN ACCESSIBLE	

SITE DATA				
LOT 1	LOT 2	LOT 3	LOT 4	SITE TOTAL
TOTAL AREA: 1.88 AC	TOTAL AREA: 2.42 AC	TOTAL AREA: 1.03 AC	TOTAL AREA: 1.21 AC	TOTAL AREA: 6.54 AC
BUILDING: 0.36 AC / 19.1%	BUILDING: 0.81 AC / 33.5%	BUILDING: 0.00 AC / 0.0%	BUILDING: 0.00 AC / 0.0%	BUILDING: 1.17 AC / 17.9%
IMPERVIOUS: 1.49 AC / 79.3%	IMPERVIOUS: 1.65 AC / 68.2%	IMPERVIOUS: 0.00 AC / 0.0%	IMPERVIOUS: 0.00 AC / 0.0%	IMPERVIOUS: 3.14 AC / 48.0%
GREEN SPACE: 0.39 AC / 20.7%	GREEN SPACE: 0.77 AC / 31.8%	GREEN SPACE: 1.03 AC / 100.0%	GREEN SPACE: 1.21 AC / 100.0%	GREEN SPACE: 3.40 AC / 52.0%



**PINNACLE ENGINEERING GROUP**  
 ENGINEERING | NATURAL RESOURCES | SURVEYING  
 CHICAGO | MILWAUKEE | NATIONWIDE  
 WISCONSIN OFFICE: 2025 WATERTOWN ROAD, SUITE 200  
 BROOKFIELD, WI 53005  
 (262) 754-8888

**SONA LOFTS**  
**W. NATIONAL AVENUE**  
**WEST ALLIS, WI**

**SITE PLAN**

REVISIONS	
PLANNING COMMISSION SUBMITTAL	11/06/20

PROJECT NO. 656000-01	DATE 11/06/20	SCALE 1" = 30'
DESIGNER A.E.K.	START DATE 11/06/20	

SHEET  
**C1.0**  
 &  
**C3.0**  
 SITE PLAN

Z:\PROJECTS\2016\650-00-W\CAD\Sheets\SONA\C1.0 SITE PLAN.DWG

# Planning Application



Project Name Makers Row

## Applicant or Agent for Applicant

Name Robert Monnat  
 Company Mandel Group, Inc. its affiliates and/or assigns  
 Address 330 E Kilbourn Ave Suite 600 South  
 City Milwaukee State WI Zip 53202  
 Daytime Phone Number 414-347-3600  
 E-mail Address rbmonnat@mandelgroup.com  
 Fax Number 414) 347-3619

## Agent is Representing (Tenant/Owner)

Name Same as applicant  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Daytime Phone Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Fax Number \_\_\_\_\_

## Property Information

Property Address 66\*\* W National Ave West Allis WI 53214  
 Tax Key No. 454-0648-000  
 Aldermanic District 1  
 Current Zoning C-3  
 Property Owner Community Development Authority  
 Property Owner's Address 7525 W Greenfield Ave  
West Allis, WI 53214  
 Existing Use of Property N/A  
 Previous Occupant N/A  
 Total Project Cost Estimate \$4,000,000

## Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500
- Level 1: Site, Landscaping, Architectural Plan Review \$100  
(Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$250  
(Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500  
(Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)  
Existing Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500  
(Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$500
- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

**In order to be placed on the Plan Commission agenda, the Department of Development MUST receive the following by the last Friday of the month, prior to the month of the Plan Commission meeting.**

- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
  - Site/Landscaping/Screening Plan
  - Floor Plans
  - Elevations
  - Certified Survey Map
  - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

**Please make checks payable to:  
City of West Allis**

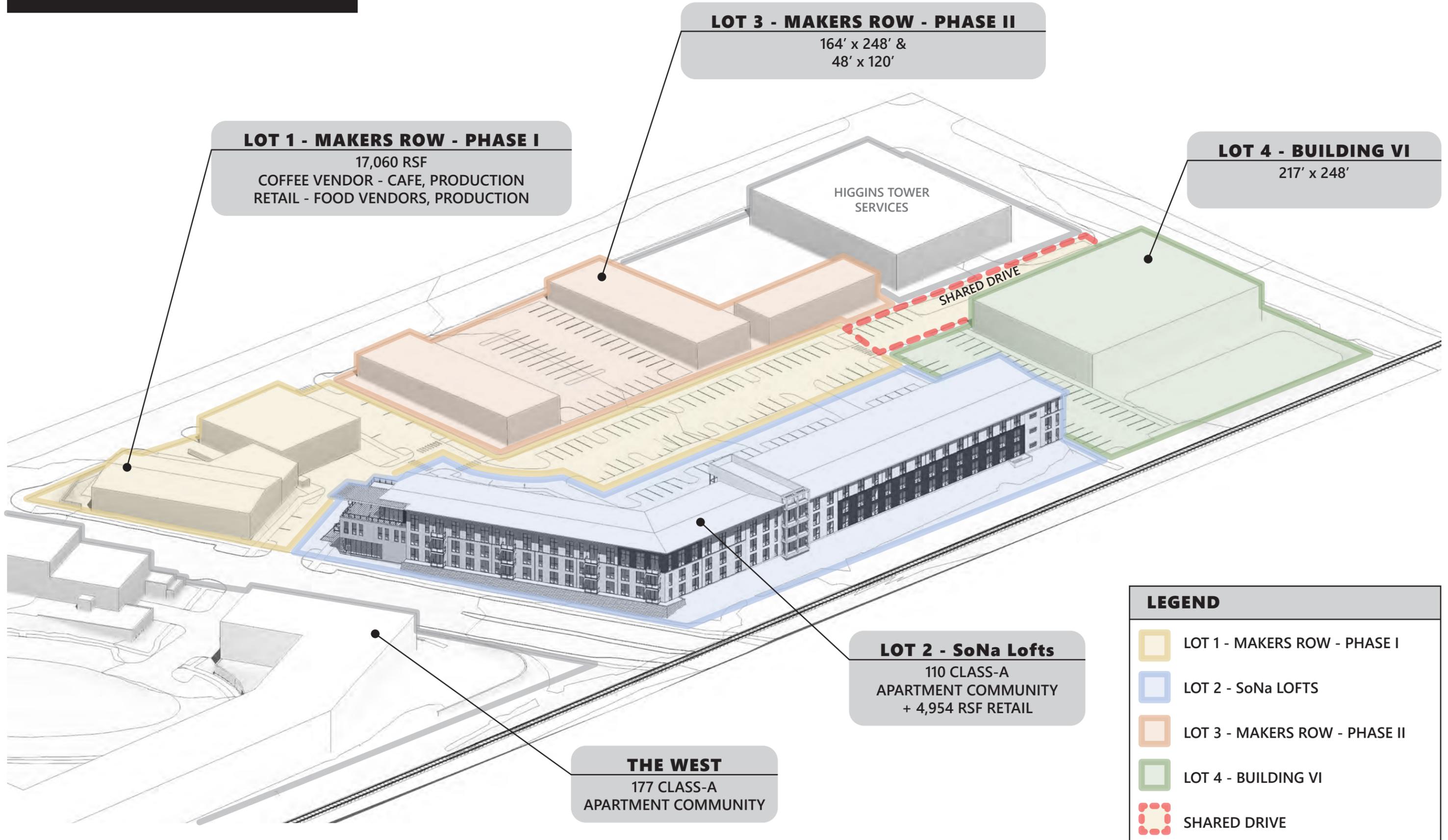
### FOR OFFICE USE ONLY

Plan Commission \_\_\_\_\_  
 Common Council Introduction \_\_\_\_\_  
 Common Council Public Hearing \_\_\_\_\_

Applicant or Agent Signature  Date 11/5/20

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_





**LOT 1 - MAKERS ROW - PHASE I**  
 17,060 RSF  
 COFFEE VENDOR - CAFE, PRODUCTION  
 RETAIL - FOOD VENDORS, PRODUCTION

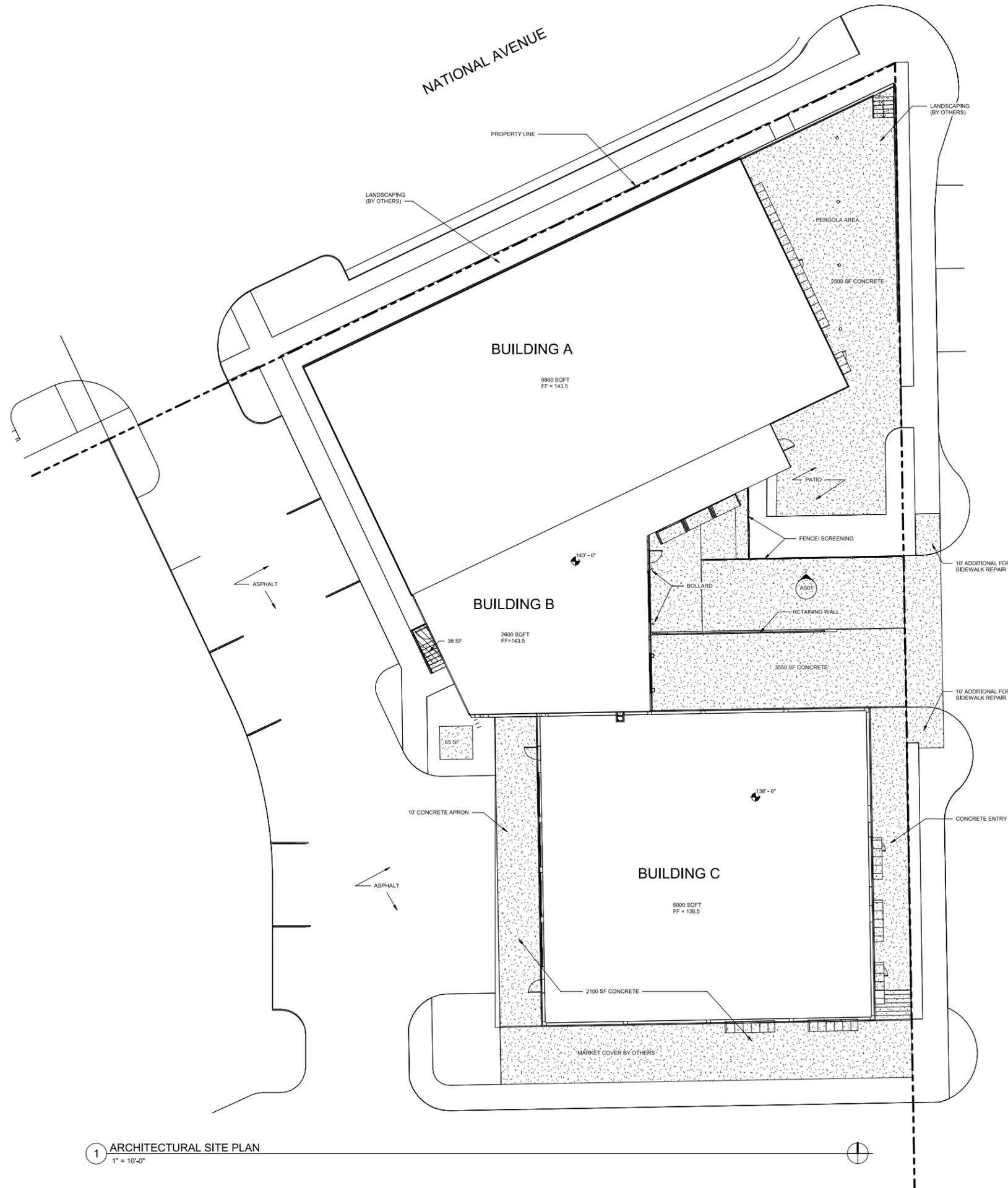
**LOT 3 - MAKERS ROW - PHASE II**  
 164' x 248' &  
 48' x 120'

**LOT 4 - BUILDING VI**  
 217' x 248'

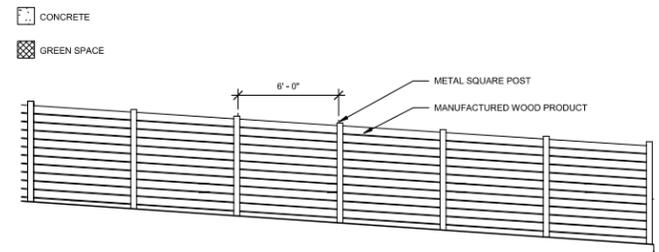
**LOT 2 - SoNa Lofts**  
 110 CLASS-A  
 APARTMENT COMMUNITY  
 + 4,954 RSF RETAIL

**THE WEST**  
 177 CLASS-A  
 APARTMENT COMMUNITY

LEGEND	
	LOT 1 - MAKERS ROW - PHASE I
	LOT 2 - SoNa LOFTS
	LOT 3 - MAKERS ROW - PHASE II
	LOT 4 - BUILDING VI
	SHARED DRIVE



ZONING	
ZONED:	C-3 West Allis Community Commercial District
MIN. BUILDING SETBACKS (FT):	FRONT & STREET YARD: NONE INTERIOR SIDE YARD: 10' REAR YARD: 10'



**2 SCREENING DETAIL**  
1/4" = 1'-0"

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

**REVISIONS**

**PRELIMINARY NOT FOR CONSTRUCTION**

**ANDERSON-ASHTON, INC.**  
DESIGN / BUILD  
2748 South 166th Street  
Plover, WI 53099-4540  
WWW.ANDERSONASHTON.COM

**IA**

PROPOSED (ADDITION, REMODEL, NEW) BUILDING FOR:  
**Mandel - Maker's Row**  
6600 W. NATIONAL AVE. WEST ALLIS, WI

**AS01**

DRAFTED BY:	Author
DESIGNER:	
ISSUE:	11/6/20 10:27
SUBMITTAL DATE:	11/6
DESIGN NO.	
CONSTRUCTION NO.	

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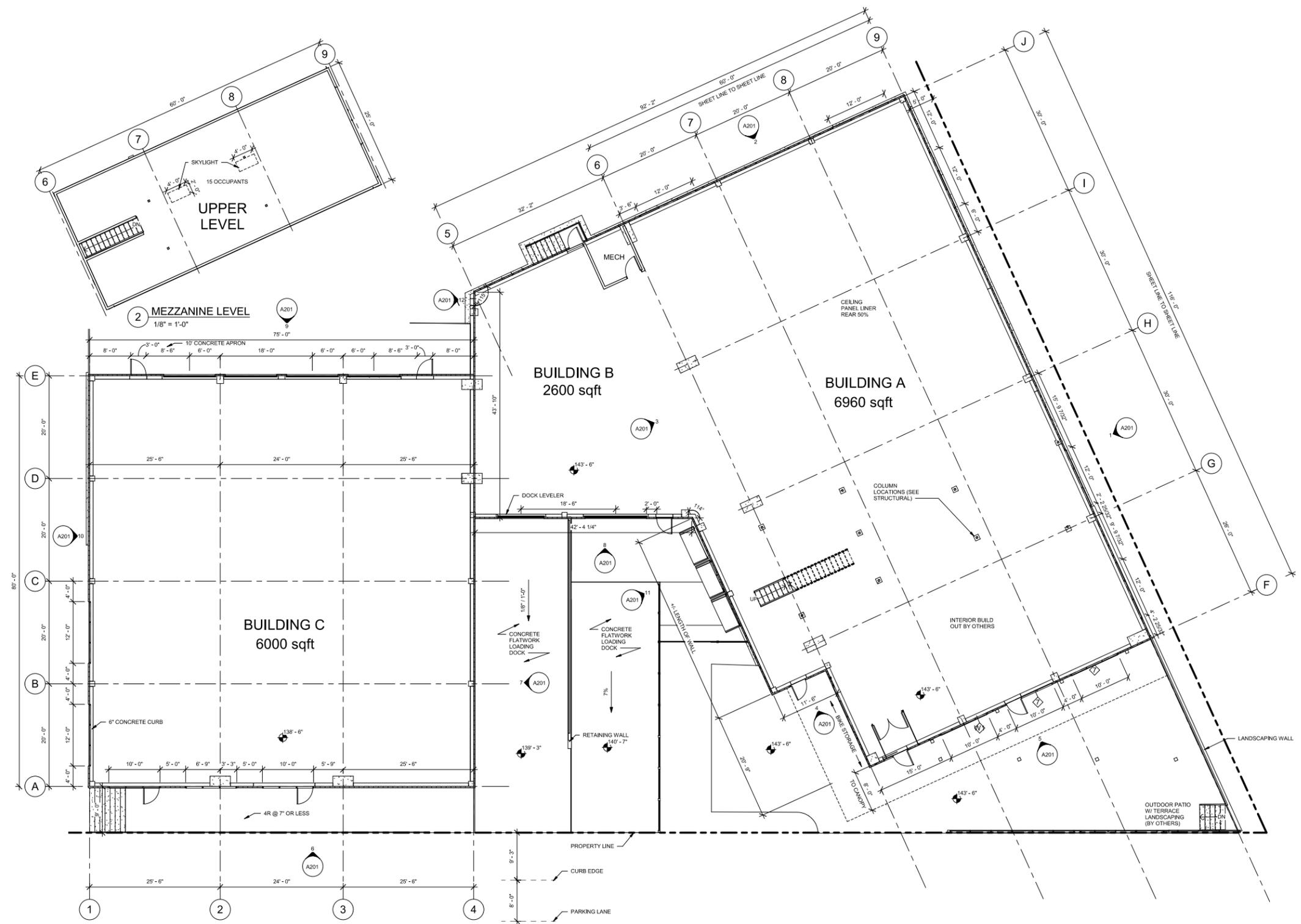
ANDERSON-  
ASHTON, INC.  
DESIGN / BUILD  
2748 South 168th Street  
Plymouth, WI 53092  
WWW.ANDERSONASHTON.COM



PROPOSED BUILDING FOR:  
**Mandel - Maker's Row**  
6600 W. NATIONAL AVE. WEST ALLIS, WI

DRAFTED BY: Author  
DESIGNER:  
ISSUE: 11/6/20 10:27  
SUBMITTAL DATE: 11/6  
DESIGN NO.  
CONSTRUCTION NO. ###

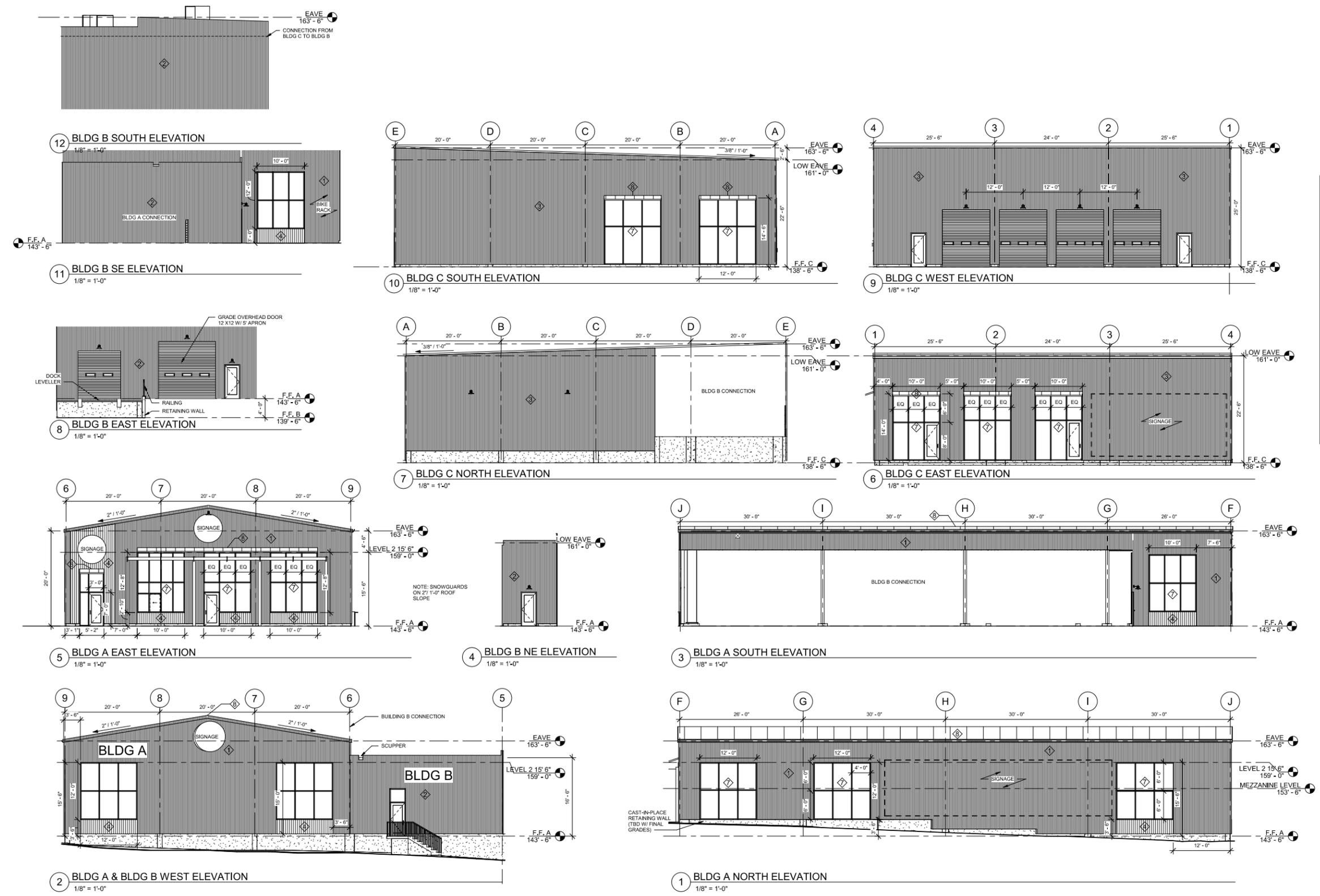
A101



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

ELEVATION KEY	MATERIAL / MANUFACTURER	COLOR (T.B.V)
◇ METAL WALL PANEL (BLDG A)	7.2 INSUL RIB METL-SPAN METAL PANEL	DARK GREY METALLIC
◇ METAL WALL PANEL (BLDG B)	FLAT METAL PANEL METL-SPAN	COR-TEN AZP RAW
◇ METAL WALL PANEL (BLDG C)	VERTICAL MINIWAVE METAL PANEL	SILVER METALLIC
◇ METAL WALL PANEL (BLDG A ACCENT)	7.2 INSUL RIB METL-SPAN METAL PANEL	DARK BROWN METALLIC
◇ METAL WALL PANEL (BLDG C ACCENT)	VERTICAL MINIWAVE METAL PANEL	TBD
◇ METAL COPING & CANOPIES	METAL	TO MATCH ASSOCIATED BUILDING
◇ GLAZING	ALUMINUM STOREFRONT	TBD
◇ ALZN (SILVER) FINISH (BLDG A & C)	BUTLER MR-24 ROOF	SILVER METALLIC

REVISIONS



PRELIMINARY NOT FOR CONSTRUCTION

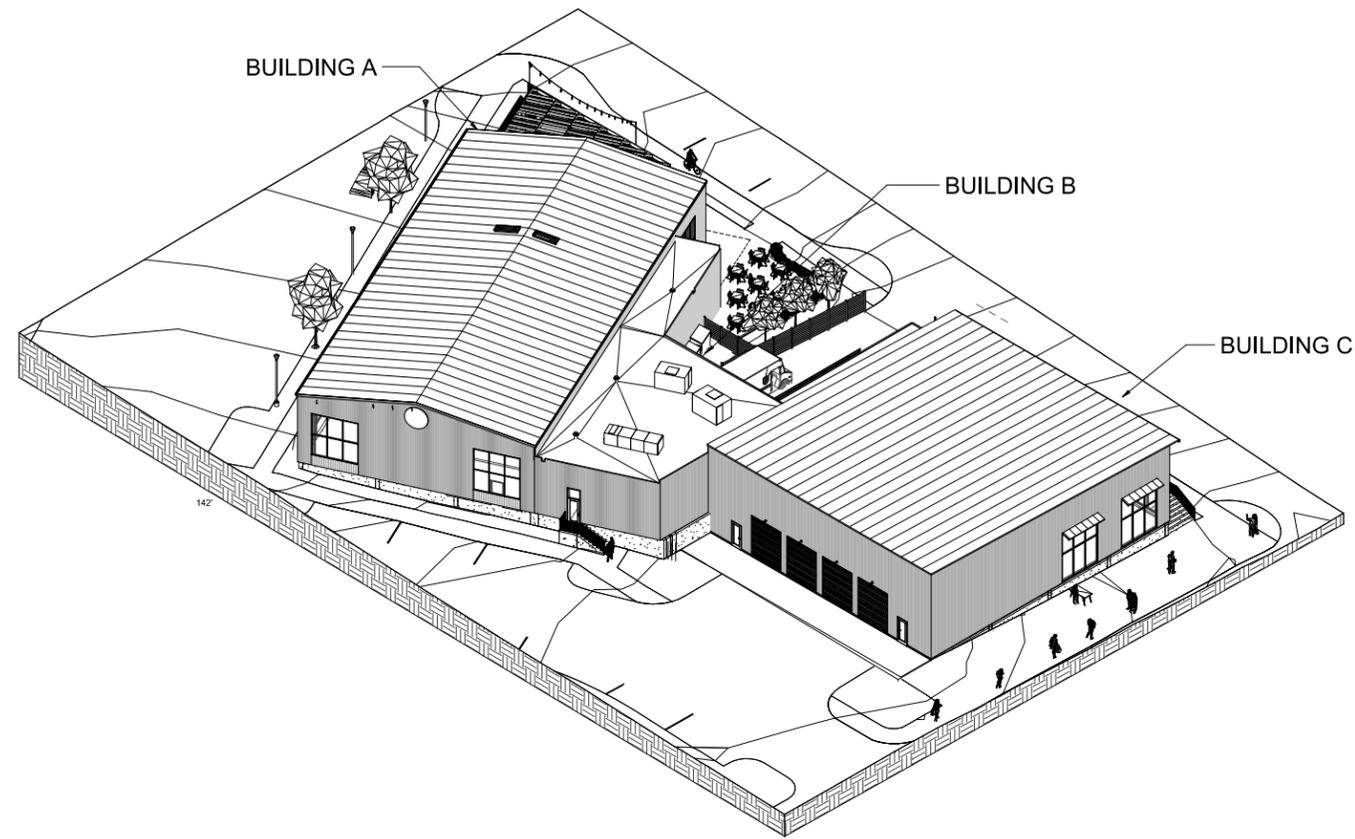
ANDERSON-  
ASHTON, INC.  
DESIGN / BUILD  
2748 South 16th Street  
Pewaukee, WI 53072  
Phone: (262) 796-4540  
WWW.ANDERSONASHTON.COM



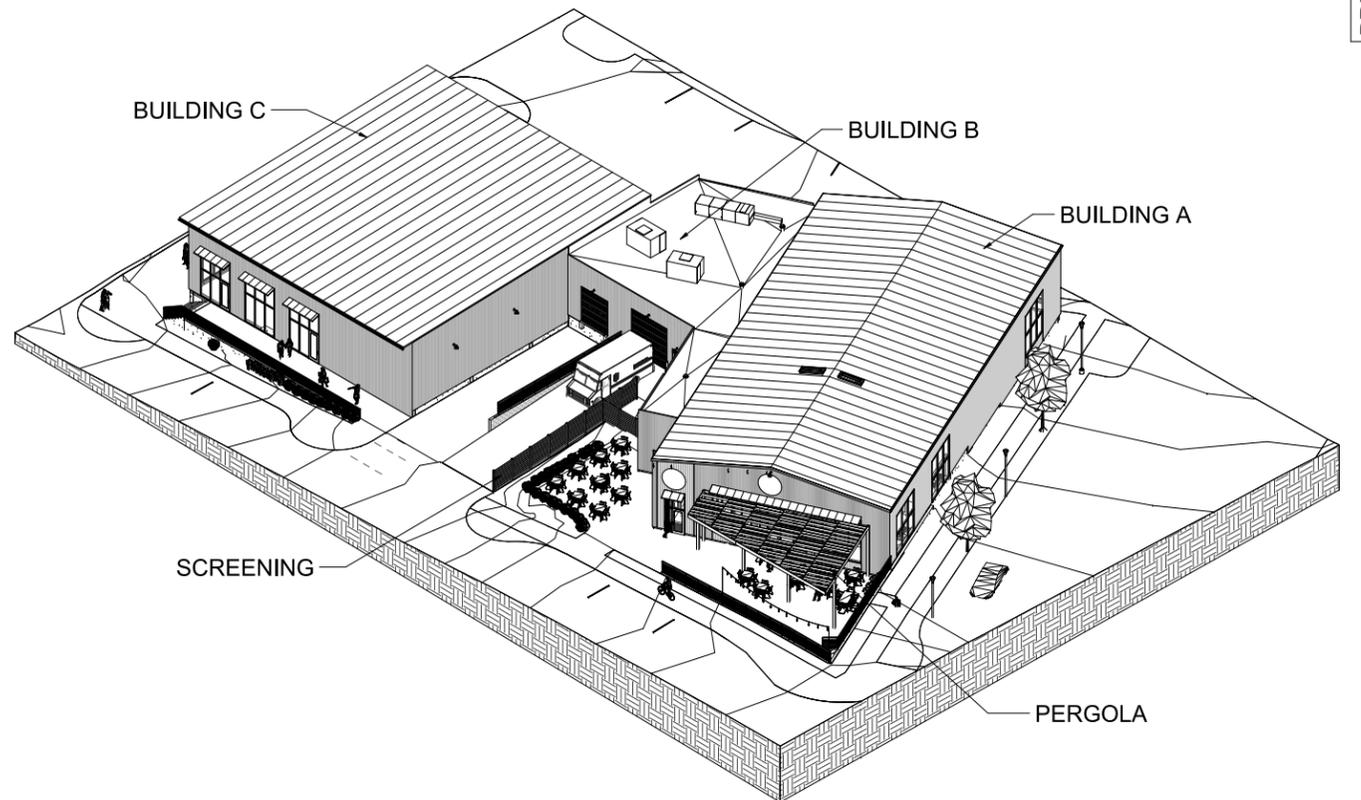
PROPOSED (ADDITION, REMODEL, NEW) BUILDING FOR:  
**Mandel - Maker's Row**  
6600 W. NATIONAL AVE. WEST ALLIS, WI

DRAFTED BY: JWN  
DESIGNER:  
ISSUE: 11/8/20 10:27  
SUBMITTAL DATE: 11/8  
DESIGN NO.  
CONSTRUCTION NO. 3893

**A201**



2 OVERALL AXON REAR



1 OVERALL AXON

PRELIMINARY NOT FOR CONSTRUCTION

ANDERSON-  
ASHTON, INC.  
DESIGN / BUILD  
2748 South 168th Street  
Plymouth, WI 53082-4540  
WWW.ANDERSONASHTON.COM



Mandel - Maker's Row  
6600 W. NATIONAL AVE. WEST ALLIS, WI

DRAFTED BY:	Author
DESIGNER:	
ISSUE:	11/20/10:27
SUBMITTAL DATE:	11/6
DESIGN NO.:	
CONSTRUCTION NO.:	

A901

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DAN BEYER ARCHITECTS

VIEW FROM NATIONAL AVE. & S 66TH ST



VIEW FROM W. LAPHAM ST & S 66TH ST



VIEW FROM NATIONAL AVE



## EXHIBIT I

### STORMWATER MANAGEMENT PRACTICES

Stormwater Management Practices Included in this Agreement (as shown on **Sheet(s) \_\_\_\_\_**, hereby made a part of Exhibit A):

- All site storm sewer pipes and structures
- Wet Pond
- Dry Pond
- Infiltration Pond, Bioretention Facility, Rain Garden
- Stormwater Conveyance Channel
- \_\_\_\_\_ oil and grease inlet filters
- \_\_\_\_\_ proprietary device for Total Suspended Solids (TSS) Control (ie: Stormceptor, CDS, or equal)
- 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.
- **Oil & grease management devices** shall be inspected quarterly. Repair work needs to be done whenever the performance of a stormwater structure is compromised. Oil & Grease inlet filters shall be replaced once a year or more frequently if the filter is damaged.
- **Storm structures outfitted with proprietary devices** to capture total suspended solids (TSS) shall be inspected semi-annually in early spring and early fall. Cleaning of TSS and other debris shall be performed anytime the sediment in the unit reaches 8 inches in depth or the volume exceeds 15% of the total storage volume.
- **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.

Lots 1 - Lot 4 Easement Area  
 Estimated Annual Operating Budget

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INCOME

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

Total Income		\$	19,700
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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		\$	19,700
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