

PUBLIC SPACE AGREEMENT

Title of Document

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ISRAEL RAMON

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Name and Return Address

Six Points Square LLC

Attn: Jeffrey Hook

2921 North 70th Street

Milwaukee, WI 53210

Drafted By:

Attorney Kail Decker

Office of the City Attorney

City of West Allis

7525 West Greenfield Avenue

West Allis, WI 53214

Public Space Agreement

This Public Space Agreement ("Agreement") is made effective as of January 10, 2025, by and between Six Points Square LLC, a Wisconsin limited liability corporation, located at 2921 N. 70th Street, Milwaukee, WI, ("Developer"); and the City of West Allis, a municipal corporation, located at 7525 W. Greenfield Avenue, West Allis, WI (the "City"), and the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Authority"). The City and the Authority are collectively, "West Allis." The Authority, the City, and Developer are each referred to herein as a party or together as the "Parties."

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

WHEREAS, on even date hereof, West Allis closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement.

WHEREAS, the City desires to develop a public space for the benefit of its residents and visitors, and the Developer has proposed to design, construct, and deliver a new public space to the City at the northeast corner of S. 65th and Greenfield Avenue in exchange for the sale of land by the City at 6400 W. Greenfield Avenue.

WHEREAS, the City created a new Tax Increment District to support the financial request from the Developer to provide financial support to the overall development.

1 **WHEREAS**, the Developer has the expertise and resources necessary to undertake the
2 design, construction, and completion of the public space in accordance with the specifications
3 and requirements agreed upon by the parties.

4 **NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the
5 parties agree as follows:

6 **1. Project Description:**

7 1.1 The property covered by this Agreement consists of "Outlot 1" (Park Area") and the portion of
8 the alley bounded by Lots 1, 2 and 3 ("Alley") on Certified Survey Map No. _____ attached in
9 Exhibit A – Property ("Public Space").

10 1.2 Developer agrees to design, construct, and deliver the "Park Area" in accordance with the
11 specifications and plans mutually agreed upon by the Parties. The Park Area shall include
12 amenities such as paved walkways, lighting, and landscaping, seating areas, etc.

13 1.3 The parties acknowledge that conceptual plans for the Public Space are attached hereto as
14 Exhibit B and incorporated herein by reference.

15 **2. Developer's Responsibilities:**

16 2.1 Developer shall be responsible for obtaining all necessary permits, licenses, and approvals
17 required for the construction and operation of the Park Area.

18 2.2 Developer shall commence construction of the Park Area in combination with the overall
19 Development outlined in the a Development Agreement between the Parties and shall be
20 completed per the Schedule outlined in the Development Agreement. Developer shall diligently
21 pursue completion in accordance with the agreed timeline.

2.3 Developer shall ensure that the Park Area is constructed in compliance with all applicable laws, regulations, and building codes.

2.4 Developer shall deed the Park Area back to the City upon project completion and acceptance of work by the City Departments of Public Works and Engineering.

2.5 The Developer shall be responsible for routine maintenance of the Public Space including but not limited to: grass cutting, snow plowing or shoveling, emptying refuse, landscaping (pruning, weeding, remulching, and replacement of plants), grounds maintenance (i.e. refuse, graffiti, light bulb replacement, etc.), etc.

2.6 After the Park Area is owned by the City, the Public Space will be open to the public and Developer may not restrict the public use of the Park Area unless approved by the City.

2.7 The City shall be responsible for Long-Term Capital Costs and Costs Associated With Public Use of the Public Space. "Long-Term Capital Costs" are costs associated with ownership of a property including, but not limited to, replacement of damaged or worn-out furnishings and equipment, replacement of dead or diseased trees, replacement of damaged paving and sidewalks, etc. "Costs Associated With Public Use" are costs associate with the use of the Public Space by parties outside the control of the Developer including, but not limited to, repair or replacement of furnishings, equipment, landscaping, etc due to mistreatment, misuse and/or damage done by parties not affiliated with the Developer, its tenants or the Development.

2.8 The Developer will consult with the City about Park Space furnishings in order to install consistent items with other City Public Spaces and will obtain approvals from City Staff prior to installation.

1 **3. Funding and Payment Terms:**

2 3.1 The Developer shall finance the cost of the project as the City adopted Tax Increment Financing
3 to the Developer for the scope of the project.

4 3.2 Developer shall provide City with regular progress and cost reports as outlined in the
5 Development Financing Agreement.

6

7 **4. Ownership and Acceptance:**

8 4.1 Upon completion of the construction of the Park Area, Developer shall donate the Park Area to
9 City.

10 4.2 Developer warrants that the Park Area shall be free and clear of all liens and encumbrances
11 upon transfer of ownership to City.

12

13 **5. Maintenance and Operation:**

14 5.1 Following completion and acceptance of the Park Area, City shall operate the Park Area as a
15 city park.

16 5.2 Developer shall provide City with all necessary operation and maintenance manuals,
17 warranties, and any other relevant documentation related to the Park Area.

18 **6. Termination:**

19 6.1 This Agreement may be terminated upon mutual consent of the Parties.

20 6.2 In the event of termination, Developer shall promptly complete and deliver all work in progress
21 and shall cooperate with City in the orderly transition of responsibilities related to the Public
22 Space.

1 **7. Insurance and Indemnification:**

2 7.1 Developer shall provide proof of comprehensive general liability insurance covering any
3 employee or contractor performing work on the Park Area, including coverage for construction
4 risks, with limits and endorsements satisfactory to City.

5 7.2 Developer shall indemnify, defend, and hold harmless City, its officers, agents, and employees
6 from and against all claims, damages, losses, liabilities, costs, and expenses arising out of or
7 related to Developer's performance under this Agreement, except to the extent caused by City's
8 negligence or willful misconduct.

9
10 **8. Miscellaneous:**

11 8.1 This Agreement constitutes the entire agreement between the parties with respect to the
12 subject matter hereof and supersedes all prior agreements, negotiations, representations, and
13 understandings, whether oral or written.

14 8.2 Any modification or amendment to this Agreement must be in writing and signed by authorized
15 representatives of both parties.

16 8.3 This Agreement. This Agreement shall, in all respects whether as to validity, construction,
17 capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or
18 proceeding arising out of or related to this Agreement shall be commenced and maintained only in
19 a court of competent jurisdiction in the state or federal courts located in Milwaukee County,
20 Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts. .

21 8.4 Assignment. Upon the sale or conveyance of the Project, the Developer may assign its rights
22 and obligations under this Agreement to the purchaser or assignee. The rights and obligations

1 under this Agreement shall run with the land and shall bind and inure to the benefit of the owner of
2 the Property. .

3

4 **IN WITNESS WHEREOF**, the parties hereto have executed this Public Space Agreement as of the
5 date first above written.

6

Six Points Square LLC ("Developer"):

7

By: JJH3 Six Points LLC, its Manager

8



9

Jeffrey J. Hook

10

Manager

11

12



13

Date

14

15 State of Wisconsin)

16) ss

17 Milwaukee County)

18

19 Personally, came before me this 10th day of January, 2025, Jeffrey J. Hook, Manager
20 of JJH3 Six Points LLC, the Manager of Six Points Square LLC, to me known to be the person(s) who
21 executed the foregoing instrument and acknowledged the same on behalf of said Company.

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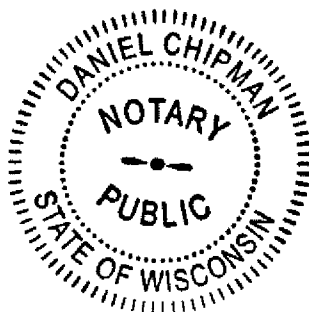
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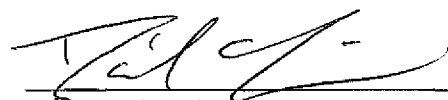
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32



 (SEAL)
(Daniel Chipman)
Notary Public, State of Wisconsin
My Commission Expires: August 25, 2025

City of West Allis ("City"):

By: *Dan Devine*
Dan Devine, Mayor

By: *Rebecca Grill*
Rebecca Grill, City Clerk

State of Wisconsin)
) ss
Milwaukee County)

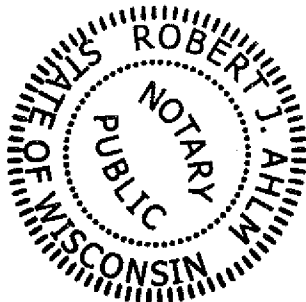
Personally, came before me this 17th day of December, 2024, Dan Devine, the Mayor of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said City.



RJ Ahlman (SEAL)
(Robert J. Ahlman)
Notary Public, State of Wisconsin
My Commission Expires: 2/10/2026

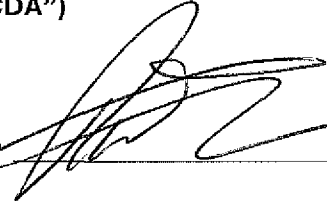
State of Wisconsin)
) ss
Milwaukee County)

Personally, came before me this 17th day of December, 2024, Rebecca Grill, the City Clerk of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said City.



RJ Ahlman (SEAL)
(Robert J. Ahlman)
Notary Public, State of Wisconsin
My Commission Expires: 2/10/2026

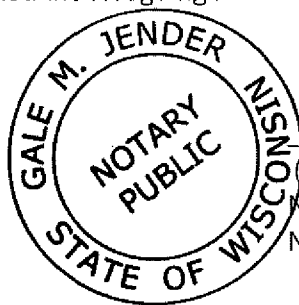
Community Development Authority of the
City of City of West Allis ("Authority or
CDA")

By 

Patrick Schloss, Executive Director

State of Wisconsin)
) ss
Milwaukee County)

Personally, came before me this 8 day of January, 2025, Patrick Schloss, the
Executive Director of the Community Development Authority of the City of West Allis, to me known
to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf
of said City.




 (SEAL)
Gale M Jender
Notary Public, State of Wisconsin
My Commission Expires: 10/8/28

EXHIBIT A - PROPERTY

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOTS 1 THRU 9, BLOCK 1, IN THE FIRST CONTINUATION OF THE SOLDIERS' HOME HEIGHTS SUBDIVISION AND THE SOUTH 15 FEET OF LOT 12, BLOCK 11 IN SECOND CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, BEING PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

ALL BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY. THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 HAVING A BEARING OF N 89°32'23"

+ SET CROSS

○ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.

● INDICATES 1 INCH DIA. IRON PIPE FOUND.

(N89°38'E 214.62') DENOTES RECORDED AS BEARINGS AND DISTANCES

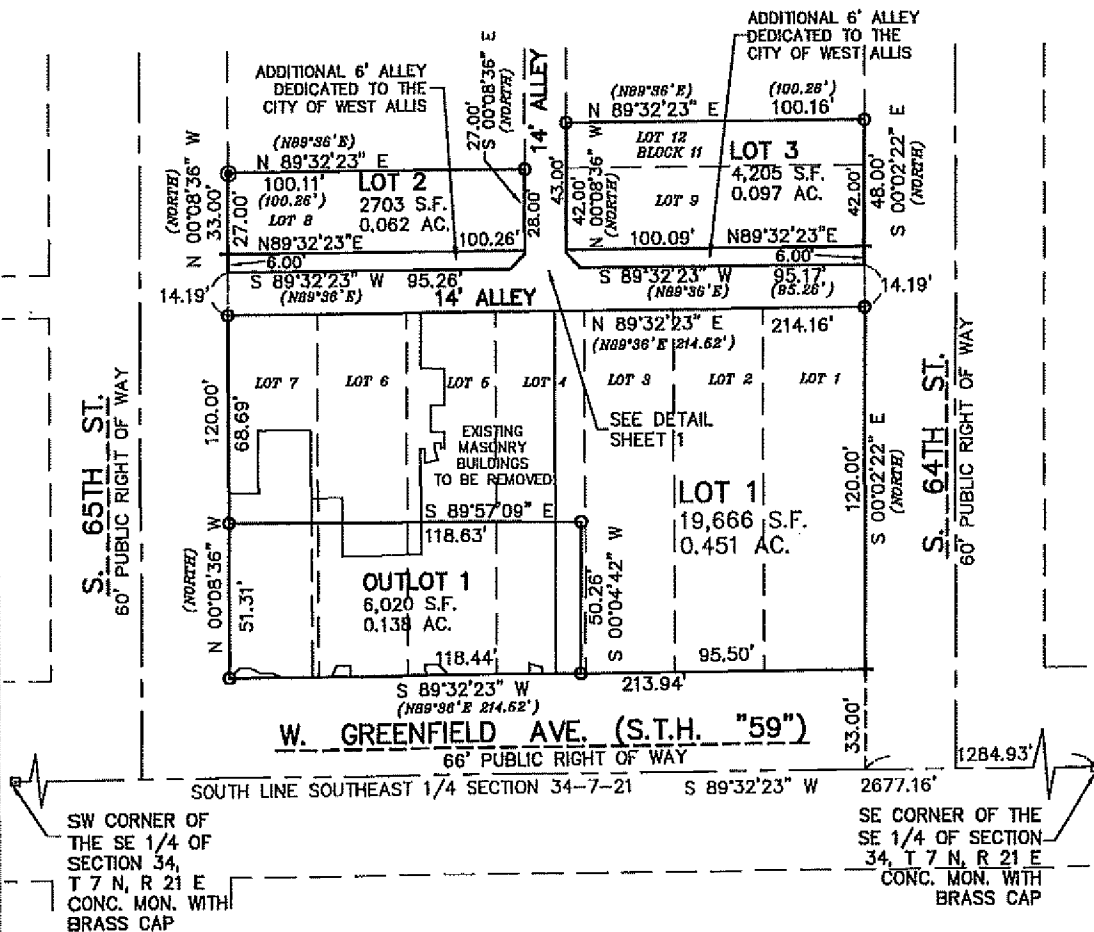


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PREPARED FOR:

CITY OF WEST ALLIS
WEST ALLIS COMMUNITY
DEVELOPMENT AUTHORITY
7252 W GREENFIELD AVE.
WEST ALLIS, WI 53214

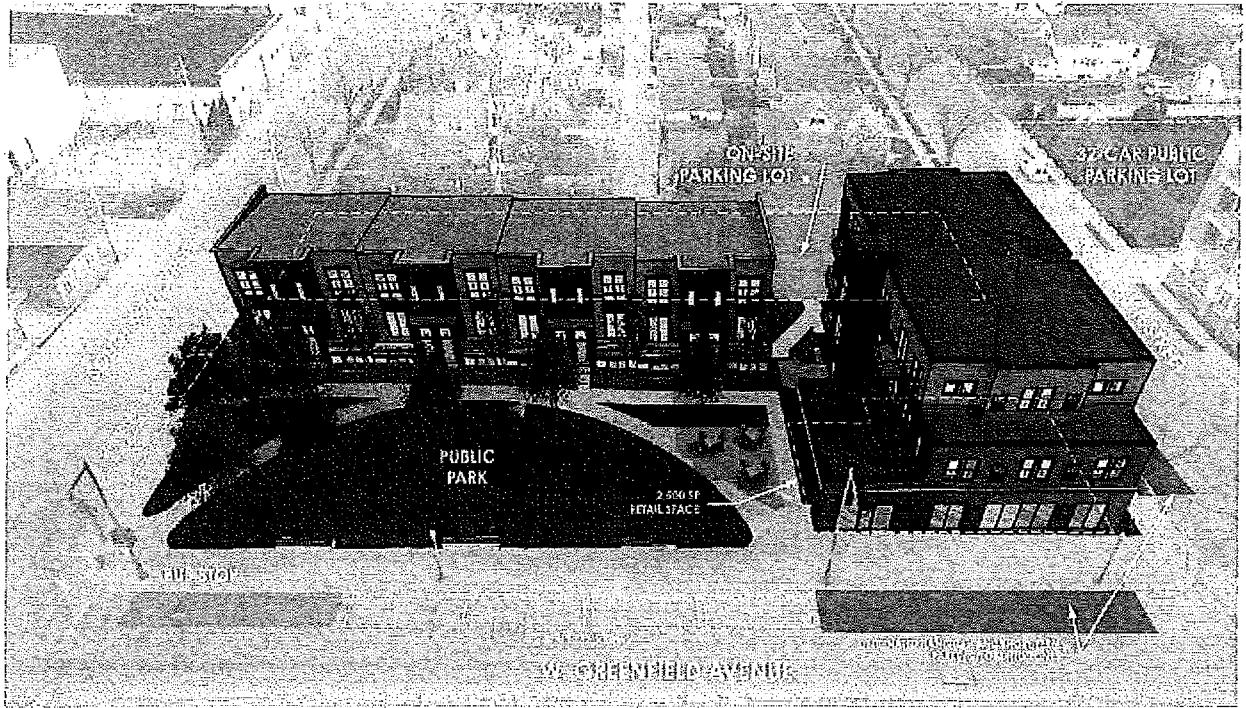


SW CORNER OF
THE SE 1/4 OF
SECTION 34,
T 7 N, R 21 E
CONC. MON. WITH
BRASS CAP

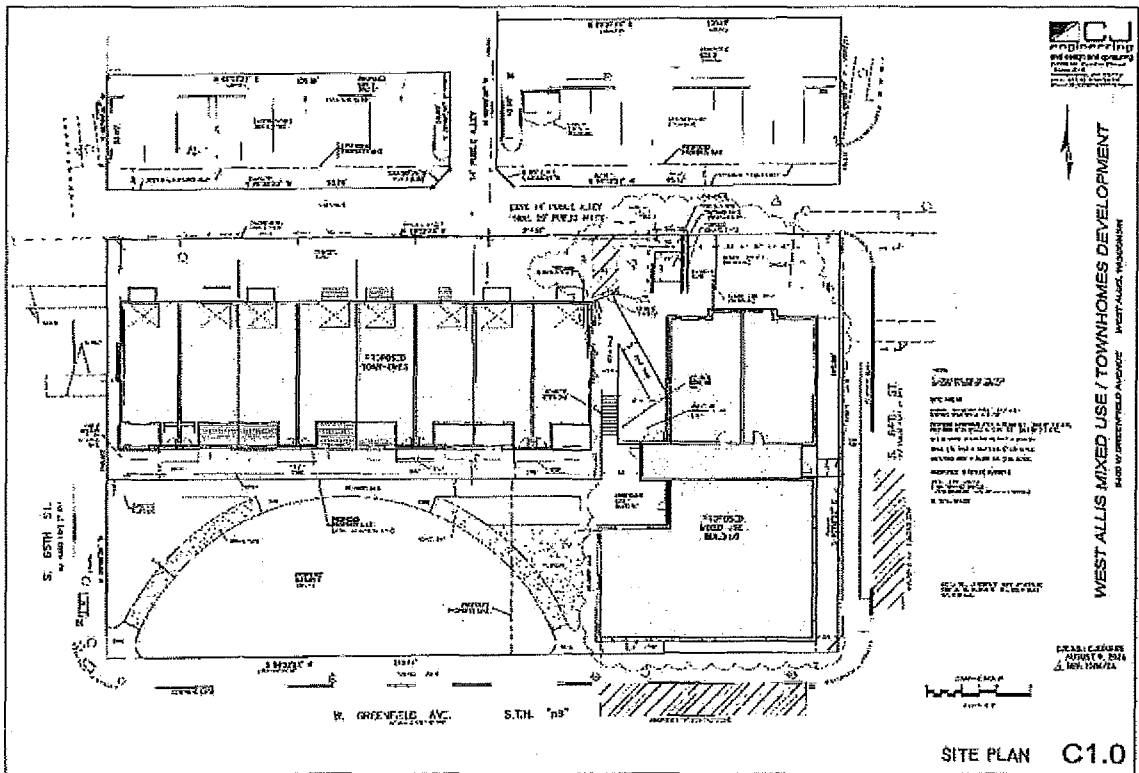
SE CORNER OF THE
SE 1/4 OF SECTION
34, T 7 N, R 21 E
CONC. MON. WITH
BRASS CAP

1

EXHIBIT B - CONCEPTUAL PLANS



2



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EXHIBIT C - LEGAL DESCRIPTION

Parcel A:

Lot numbered One (1), and the East Ten (10) feet of Lot numbered Two (2) in Block numbered One (1), in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, in the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Also: The West Twenty (20) feet of Lot Two (2), all of Lot Three (3) and the East Ten (10) feet of Lot Four (4), in Block One (1), in the FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the South East One-quarter (1/4) of Section Thirty-four (34), Township Seven (7) North, Range Twenty-one (21) East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0141-001. Property Address: 6400 West Greenfield Avenue]

Parcel B:

The West 20 feet of Lot 4 and the East 25 feet of Lot 5, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Also: The West 5 feet of Lot 5, all of Lot 6 and the East 1.78 feet of Lot 7, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0144-001. Property Address: 6414, 6416, 6418 and 6422 West Greenfield Avenue]

Parcel C:

The West 28.22 feet of Lot 7, Block 1 in the FIRST CONTINUATION OF SOLDIERS' HOMES HEIGHTS SUBDIVISION, of a part of the Southeast ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, and State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0145-002. Property Address: 6424 and 6426 West Greenfield Avenue]

Parcel D:

Lot 8, in Block 1, in FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, of a part of the Southeast ¼ of Section 34, in Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0146-000]

Parcel E:

THE FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, Lot 9, Block 1, and the South 15 feet of Lot 12, Block 11, in the SECOND CONTINUATION OF SOLDIERS HOME HEIGHTS SUBDIVISION, in the City of West Allis, County of Milwaukee, State of Wisconsin.

[For Informational Purposes Only: Tax Parcel No. 439-0147-001. Property Address: 1351 South 64 Street]