

## EXHIBIT A

### PARADISE THEATER DEAL POINTS AGREEMENT

6217-6301 W. Greenfield Ave. and 6220 W. National Ave.

Rev.6.1..2011

#### Introduction/Recitals:

The City of West Allis would like to work with epikos church (the “Church”) in redevelopment of the Paradise Theater property (“Property”) and putting together a mutually agreeable schedule for the redevelopment and occupancy of the Property. The City understands that the building has problems with numerous major building systems and that there are perceived neighborhood parking issues created if the building gets occupied as a religious institution and café, as described in the Church’s application submittal to the City in for a Special Use Permit, dated March 25, 2011. Because of the building systems problems, a Raze or Repair Order was issued by the City Building Inspector originally on April 3, 2009 and then a revised version on July 13, 2010. Enforcement of the Raze or Repair Order is now pending before the Milwaukee County Circuit Court as Case No. 2011CV001945.

In order to address these issues which previous owners were not able to do, the City of West Allis would like to enter into the below Agreement with the Church regarding the redevelopment and occupancy of the Property.

#### Agreement:

**1. Termination of Raze Order.** The City will deposit the following documents into escrow with the Madison Office of First American Title Insurance Company no later than three (3) business days prior to the scheduled closing date for the Church’s purchase of the Property (a) written termination of the Raze or Repair Order issued for the Property including a recordable document terminating the Document recorded against the Property as Document No. 09724169, and (b) a voluntary dismissal of the enforcement action currently pending in Milwaukee County Circuit Court, including a cover letter from the City attorney transmitting the dismissal to the Court and a recordable document terminating the corresponding Lis Pendens recorded against the Property; so long as all of the following conditions have been satisfied: (1) approval of the Special Use Permit and this Agreement by the Common Council, (2) acceptance by the Church of this Agreement (evidenced by signature below), and (3) upon the City receiving the \$50,000 refundable performance Deposit from the Church in accordance with point 4 below. Provided the above 3 conditions have been met, the Title Company shall be permitted and directed to transmit the termination of the Raze and Report Order to the Church, transmit the cover letter and dismissal of the enforcement action to Milwaukee County Circuit Court and record termination of Document No. 09724169 and Lis Pendens.

2. **Parking.**

a. **Parking Impact Fee**

The Church agrees to make a payment to the City of West Allis in accordance with this section to offset any perceived impact the proposed use of the Property as a religious institution and café will have on parking in the vicinity of the Property. Within thirty (30) days of request of the City and upon completion of the construction, the Church agrees to pay the City one of the following two amounts, at the City's election, so long as construction is completed on or before January 1, 2014: (i) one hundred ten thousand dollars (\$110,000) if the City constructs a minimum of thirty (30) parking stalls within the City owned property located in the 1300 block between S. 62<sup>nd</sup> Street and S. 63<sup>rd</sup> Street, with direct pedestrian access from the parking area to S. 63<sup>rd</sup> Street upon completion, OR (ii) sixty thousand dollars (\$60,000) if the City constructs a parking lot or structure (regardless of the number of parking stalls created) within the block bounded by W. Orchard Street, S. 62<sup>nd</sup> Street, W. National Avenue and S. 63<sup>rd</sup> Street, with direct pedestrian access from the parking area to W. National Avenue upon completion. The parking stalls shall be maintained as open to the public. In the event the City sells the property on which any additional parking stalls are located or changes the use of the property, the City shall refund to the Church the amounts the Church paid for those stalls pursuant to this section.

If the Church fails to pay the Parking Fee in accordance with the above schedule, the unpaid portion will be placed on the Property owner's tax bill the following year as a Special Assessment. In the event the City has not completed construction of additional parking within one of the City's properties identified above as of January 1, 2014 but the City has additional parking stalls meeting the criteria above under construction on that date, the Church agrees not to unreasonably withhold its approval to a reasonable extension of the January 1, 2014 deadline.

b. **Off-street Parking Lease**

The Church shall address the lack of off-street parking it can provide for the Property by using its best and reasonable efforts to secure one or more leases for joint use of private, off-street parking stalls within the neighborhood. The Church should seek use of parking stalls that have primary users with primary hours that do not substantially conflict with the hours proposed for the primary users of the Property, in accordance with applicable City ordinances.

3. **Payment Agreement.**

Beginning on January 1, 2012, and for so long as the Church owns the Property and the Property is exempt from real property taxes, the Church agrees that it shall make a payment to the City each calendar year in lieu of taxes in the amount of \$3,000 ("PILOT"). The PILOT shall be due and payable on the same date (or installment dates) which real estate taxes are due and payable in the City. . The City and Church acknowledge that the PILOT has been entered into voluntarily and is not a condition of

the City's grant of a Special Use Permit to the Church pursuant to the Church's application for a Special Use Permit.

**4. Performance Guarantees.**

The Church shall submit a \$50,000 refundable performance deposit ("Deposit") within ten (10) days of the City's approval of the Church's Special Use Permit, which shall be held in trust and disbursed by the City in accordance with this provision. If the Church does not close on the purchase of and acquire title to the Property within thirty (30) days of the date of approval of the Special Use Permit, the City shall refund the Deposit to the Church. If, following closing on the Church's purchase of the Property and approval of the Special Use Permit, the Church fails to meet any of the following "Performance Guarantees" within the time provided (as may be reasonably extended), the City shall notify the Church of the specific failure and the Church shall have sixty (60) days to correct the failure and if the failure is not corrected within the sixty (60) day cure period, the Church will forfeit the Deposit to the City:

**a. Construction Start Guarantee:**

The Church guarantees that it will apply for and obtain all required permits for the roof, masonry repair, windows and doors no later than one hundred twenty (120) days of closing on the purchase of the Property (and the City agrees not to unreasonably withhold or delay in approving all such applications and issuing permits); and

**b. Construction Schedule Guarantee**

The Church will complete the repair work listed below by September 1, 2012, which shall be completed in accordance with the requirements and conditions imposed by the Plan Commission in connection with its April 27, 2011 recommendation for approval of the Special Use Permit and in accordance with applicable state and local building codes:

- i. All masonry repair (re-pointing), and replacement of windows, doors and roof, including installation of new windows and doors as provided for in the proposed café area,
- ii. Install or repair Heating and Cooling system including condensing units,
- iii. New 800 A Main Electrical Service and Fire Alarm System,
- iv. New 6" water service for Fire Protection and operational plumbing service, and
- v. The interior finishes of the building requiring repair shall be repaired to meet fire and building safety requirements. Additionally all code-required life/safety equipment shall be installed throughout the building (ie. Exit signs, fire extinguishers, etc...).

**Completion Dates Extension** – The completion dates listed above related to the Performance Guarantees may be extended if substantial progress has been made, as approved by the Director of Building Inspection and Neighborhood Services and the Director of the Department of Development, which approval shall not be unreasonably withheld. Upon confirmation that each of the above Performance Guarantees has been met/completed in accordance with the requirements and conditions of the Plan Commission approval on April 27, 2011, as determined by the Director of Building Inspection and Neighborhood Services, the City shall promptly refund the \$50,000 Deposit to the Church.

**5. Signage.** The Church agrees the existing roof signs shall be removed from the Property by May 17, 2012.

**This Agreement was approved by the Common Council of the City of West Allis by resolution(s) adopted on June 7, 2011:**

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Dan Devine, Mayor

ATTEST:

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Paul Ziehler, City Clerk

**Accepted and Agreed this \_\_\_\_ day of June, 2011:**  
epikos church

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Danny Parmelee, Pastor