

DEVELOPMENT AGREEMENT
(Makers Row)

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THIS DEVELOPMENT AGREEMENT (this "Agreement"), made and entered into as of the ____ day of May, 2023, 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 ("Authority"), and Makers Row QOZB, LLC, a Wisconsin limited liability company, its successors and/or assigns ("Developer"). Authority and Developer are each referred to herein as a party or together as the "Parties."

WHEREAS, the Developer and Authority are parties to a Purchase and Sale Agreement (the "Purchase and Sale Agreement") for the purchase and the sale of certain property owned by Authority, identified as Lot 1 and Lot 3 on the Certified Survey Map No. 9370 (the "CSM") described in **Exhibit A** attached hereto (collectively, the "Property").

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

WHEREAS, the Developer intends to construct (i) a commercial building on Lot 1 consisting of approximately 17,100 square feet (the "Phase 1 Project"), and (ii) a commercial building on Lot 3 consisting of approximately 13,800 square feet, together with approximately forty-six (46) parking stalls on Lot 3 (the "Phase 2 Project"), all generally consistent with the preliminary site plan and renderings attached hereto as **Exhibit B** (the "Project Plans") which the Authority agrees are acceptable in all respects, and satisfy, in Authority's opinion, the standards set forth in this Agreement. The Phase 1 Project and the Phase 2 Project together are hereinafter referred to as the "Project" and are located within Six Points/Farmers Market Redevelopment Area, south of W. National Ave., west of South 66th Street, in the City of West Allis, Wisconsin and will be developed pursuant to the terms of this Agreement.

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

29 **WHEREAS**, on December 30, 2021, a reciprocal easement and operating agreement
30 (“REA”) was recorded against the Property and certain adjacent parcels currently known as Lots
31 2 and 4 of the CSM, which are owned by SoNA Lofts LLC and the Authority, respectively (the
32 “Adjacent Parcels,” and together with the Property, the “Overall Project Site”), that provides for
33 the access, repair, and operation of the common areas and common utilities, including streets,
34 shared parking areas, sidewalks, landscaping and the storm water management system within the
35 Overall Project Site.

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

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

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

43 **A. INTENTIONALLY OMITTED.**

44 **2. DEVELOPER’S OBLIGATIONS.** Developer shall be obligated as follows:

45 **A. Environmental Remediation.** Developer shall be responsible for all costs
46 associated with environmental remediation of the Property as required by the
47 Wisconsin Department of Natural Resources to obtain a conditional “cap closure.”

48 **B. Construction of Project Phases.** Subject to the obligations and contingencies set
49 forth in the Purchase and Sale Agreement, Developer will undertake the following;

50 (1) Commence construction of each Project phase and substantially complete
51 each Project phase in accordance with Section 2.C below. For purposes of
52 this Agreement, the term “commence construction” or “commencement of
53 construction,” as applicable, shall mean (i) with respect to the Phase 1
54 Project, the pouring of footings for a building on Lot 1, provided that if
55 footings are poured prior to Closing, then construction shall be deemed to
56 commence as of Closing; and (ii) with respect to the Phase 2 Project, the
57 pouring of footings for a building on Lot 3. The term “substantial
58 completion” (and its grammatical variations) as used in this Agreement
59 shall mean (iii) with respect to the Phase 1 Project, the completion of
60 construction of the exterior walls, envelope, base, core and shell of a
61 building on Lot 1; and (iv) with respect to the Phase 2 Project, the
62 completion of the exterior walls, envelope, base, core and shell of a building
63 on Lot 3.

64 (2) The Project shall be landscaped in accordance with approved Project Plans.

65 **C. Schedule.** Developer shall commence construction of each Project phase in general
66 accordance with the dates referred to in **Exhibit C** of this Agreement (the “Project
67 Schedule”) and shall proceed with due diligence to substantial completion and
68 occupancy consistent with the projected dates referenced in the Project Schedule.

69 ~~The Parties recognize that Developer’s ability to perform its obligations to proceed~~
70 ~~with development and occupancy of the improvements is subject to several matters~~

~~outside the control of Developer, including, but not limited to, the timely availability of labor and materials to construct the improvements; the stability of the economy in general and its impact on the financial viability of prospective tenants; the stability of financial markets to the extent Developer relies on debt financing; and similar matters that influence the decision making of various parties to the Project other than Developer. Phase II shall commence by December 31, 2023 and completed by December 31, 2024.~~

€ To the extent of any expected deviation from the projected dates contained in the Project Schedule, Developer agrees to provide Authority with written updates when Developer foresees a risk of achieving Project milestone dates, together with a plan to reset the Project Schedule dates to reflect updated expectations as to completion of various Project components; provided, however, in no event shall any deviation from the Project Schedule exceed ninety days one hundred eighty (90/180) days without Authority's prior written consent. Developer's failure to commence construction of the Phase 1 Project on or before the date indicated in the Project Schedule, subject to Force Majeure (as defined below), shall constitute a breach of this Agreement; provided, however, such failure shall not constitute a default if Developer is actively and continuously pursuing commencement of construction of the Phase 1 Project in good faith and with due diligence.

D. Availability of Funds and Approval for Construction. Prior to the execution of this Agreement, and from time to time thereafter, upon reasonable request of Authority, but not more than once in a 12-month period, Developer shall provide to Authority evidence satisfactory to Authority and its financial and/or construction cost consultants, in Authority's reasonable discretion, that Developer has available

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

96 **E. Conveyance.** Prior to issuance of an occupancy permit for the Phase 1 Project or
97 the Phase 2 Project, Developer shall not sell, transfer or convey such portion of the
98 Property to anyone other than an Affiliate (as hereinafter defined), except that
99 Developer may at any time, with or without the Authority's consent: (i) mortgage
100 all or any portion of the Project property as security for the Project's financing (a
101 "Mortgage"); (ii) collaterally assign Developer's interest in this Agreement to
102 Developer's mortgage lender ("Lender") in connection with the Project's
103 financing; and (iii) execute and record customary easements associated with the
104 development of the Project. For purposes of this Agreement, "Affiliate" shall mean
105 an entity controlled by or under common control of the Project with Developer.
106 Nothing herein shall preclude Developer from selling a majority membership
107 interest in the ownership of the Property. Lender shall be permitted to foreclose on
108 the Property without Authority's consent.

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

112 **3. DESIGN AND CONSTRUCTION STANDARDS.** The Parties have concluded that the
113 Project will create a quality development that fits the context and vitality of the surrounding
114 neighborhood redevelopment while utilizing contemporary design standards, and that the
115 development is intended to increase the tax base and enhance the neighborhood. Building
116 plans and specifications, including architectural elevations, for the Project, to include

117 construction materials, shall be substantially in conformity with the Project Plans.
118 Notwithstanding anything to the contrary set forth in Sections 4 through 10 below, the
119 construction, design and operation of the Project shall comply in all material respects with
120 the approved Project Plans.

121 **4. LANDSCAPING.** Landscaping for the Project shall be substantially in conformity with
122 the Project Plans.

123 **A.** All areas on the Property not used for building, storage, parking, walks, and access
124 roads, shall be suitably graded and drained, seeded, sodded, landscaped and
125 maintained as referenced in the West Allis Municipal Code.

126 **B.** All required landscaping shall be completed within one year of the completion of
127 construction of the principal buildings on the Property and shall, thereafter, be
128 maintained in a manner acceptable to City. Developer will maintain the site
129 landscaping in accordance with the requirements of the West Allis Municipal Code.

130 **5. SITE STANDARDS AND IMPROVEMENTS.** Unless otherwise approved by the
131 City's Plan Commission, including with respect to the approved Project Plans, all buildings
132 and other site improvements (collectively "Improvements") to be constructed under this
133 Agreement shall comply with the following minimum standards:

134 **A. Plan Review.** To the extent not approved as part of the Project Plans,
135 Improvements shall be designed by a licensed architect or engineer. Building
136 Improvements are subject to architectural review and approval by City's Plan
137 Commission as provided herein.

138 **B. Parking.** Any surface parking shall be distributed throughout the Property in a
139 manner that no more than 30% of total surface parking should be located on any

140 side facing a street. Landscaping shall be used to define parking areas, primary
141 vehicular drives and pedestrian areas in an aesthetically and environmentally
142 pleasing manner.

143 **6. REFUSE.** Any permanent trash containers located outdoors and above ground, including
144 dumpsters, must be enclosed by a wall that matches the character of the building facade
145 and provides a suitable visual screen. Permanent outdoor trash enclosure areas will also
146 feature a rooftop structure/covering to limit sight lines into the refuse area from housing
147 units adjacent to the Property. Such wall shall be of sufficient height to cover the material
148 stored and shall be maintained so as to present an aesthetically appealing appearance at all
149 times. All permanent, outdoor trash enclosures to be permitted in side and rear yards only.

150 **7. UTILITIES AND SITE LIGHTING.** All new and existing utility lines on the Property
151 shall be installed underground in easements provided therefor. No new overhead electric
152 power, telephone or cable service will be permitted. Parking and roadway lighting (fixture,
153 height, type and intensity) where provided shall be approved by the City. Area lighting
154 shall not be mounted on any building. Full cut off fixtures shall be utilized to prevent light
155 splay onto surrounding properties.

156 **8. PEDESTRIAN AND VEHICULAR ACCESS.**

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

160 **B.** Pedestrian linkages and crossing access are encouraged between existing
161 neighborhoods and the proposed development area in an effort to promote

162 walkability, traffic safety, and reduction of the number of new driveways on major
163 street arterials.

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

165 9. **ACCESSORY STRUCTURES**. The location, size and design compatibility of all
166 permitted Accessory Structures (defined below) in the Project shall be approved by the
167 City's Plan Commission pursuant to this Agreement before construction of such accessory
168 structure. As used in this Agreement, the term "Accessory Structure" includes, but is not
169 limited to, garages, maintenance buildings and the following structures (if such structures
170 are to be located within the required setbacks): ground-mounted telephone and electrical
171 transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar
172 structures. Issuance of a building permit by the City and Plan Commission approval shall
173 constitute conclusive evidence that the City has approved any and all Accessory Structures.

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

177 11. **CERTIFICATE OF COMPLETION**. Notwithstanding anything in this Agreement to
178 the contrary, construction of the Project in accordance with the final plans and
179 specifications approved by the City's Plan Commission shall conclusively evidence
180 compliance with this Agreement. Following completion of construction of each Project
181 phase in accordance with such final approved plans and issuance of an occupancy permit
182 by the City for such phase, at the written request of Developer, Authority shall execute and
183 deliver to Developer a certificate of completion in substantially the form attached hereto
184 as **Exhibit D** confirming that the applicable phase of the Project is acceptable to Authority

185 in all respects and satisfies, in Authority’s opinion, the standards set forth in this Agreement
186 (the “Certificate of Completion”). The Certificate of Completion shall constitute a
187 conclusive determination of satisfaction and termination of Developer’s covenants and
188 agreements set forth in this Agreement with respect to such completed Project phase,
189 including, without limitation, any provision related to (a) the obligation of Developer to
190 complete the applicable Project phase, and (b) the required date for completion of the
191 applicable Project phase; provided, however, that Developer’s obligations pursuant to
192 Sections 2.F, 4.B, 12.A, and 12.C shall continue in effect until otherwise satisfied as set
193 forth in this Agreement.

194 **12. MAINTENANCE RESPONSIBILITIES.**

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

- 198 (1) The removal of all litter, trash, refuse, and wastes.
- 199 (2) The mowing of all lawn areas should be conducted in accordance with
200 municipal code.
- 201 (3) The maintenance of lawn and landscape areas in a weed-free, healthy and
202 attractive condition.
- 203 (4) The care and pruning of trees and shrubbery outside of easements within
204 Property boundaries.
- 205 (5) The maintenance of exterior lighting, signs, and mechanical facilities in
206 working order.

- 207 (6) The keeping of all exterior building surfaces in a clean, ~~well~~
208 ~~maintained~~well-maintained condition.
- 209 (7) The striping and sealing of parking and driveway areas.
- 210 (8) The removal of unlicensed or inoperable vehicles.
- 211 (9) Snow and ice removal.

212 **B. Maintenance During Construction.** During construction, it shall be the
213 responsibility of Developer to ensure that construction sites on the Property are kept
214 free of unsightly accumulations of rubbish and scrap materials; and that
215 construction material, trailers, and the like are kept in a neat and orderly manner.
216 If any street right-of-ways abutting the Property are damaged as a result of
217 Developer’s construction activities, Developer shall repair said damage to edge of
218 pavement. Burning of excess or scrap construction material is prohibited.
219 Construction site erosion control practices shall be implemented to prevent erosion,
220 sedimentation and pollution of air or water during construction in accordance with
221 the building permit for erosion control issued by the City’s Code Enforcement
222 Department on [REDACTED], as Permit No. [REDACTED].

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

225 **13. DEFAULT PROVISIONS AND REMEDIES.**

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

- 228 (1) Developer fails to perform or satisfy any of its obligations under this
229 Agreement within thirty (30) days following written notice from Authority;

Commented [PS1]: Completed and ready to be picked up.
Approved 8-4-22, they haven't picked up the permit yet.
Under L: drive, Permits – Ready to be issued
Only the corner building. Other Makers Row – nothing has been submitted.

230 provided, however, if the default is not reasonably susceptible of cure within
231 such thirty (30) day period, then Developer shall have such additional
232 period of time to cure the default as long as the Developer is diligently
233 pursuing such cure to completion.

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

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

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

241 (5) Developer has a petition or application filed against it in bankruptcy or any
242 similar proceeding or has such a proceeding commenced against it, and such
243 petition, application or proceeding shall remain undismitted for a period of
244 ninety (90) days or Developer files an answer to such petition or application,
245 admitting the material allegations thereof.

246 (6) Developer applies to a court for the appointment of a receiver or custodian
247 for any of its assets or properties or has a receiver or custodian appointed
248 for any of its assets or properties, with or without consent, and such receiver
249 shall not be discharged within ninety (90) days after its appointment.

250 (7) Developer adopts a plan of complete liquidation of its assets.

251 **B. Failure to Commence Construction of Phase 2 Project.** So long as Authority is
252 in compliance with all of its obligations under the Purchase and Sale Agreement

253 and the Development Finance Agreement, in the event Developer does not
254 commence construction of the Phase 2 Project by December 31, 2023 (the “Phase
255 2 Project Commencement Date”), subject to Force Majeure, Authority may, but
256 shall not be required to, purchase Lot 3 for the price paid to Authority by Developer
257 plus the amounts paid by Developer for costs allocated to Lot 3 under the REA not
258 to exceed Three Hundred Thirty-Five Thousand One Hundred Thirteen and 00/100
259 Dollars (\$335,113.00), as its sole remedy, by giving at least thirty (30) days’ prior
260 written notice to Developer of its intention to repurchase (the “Repurchase Notice
261 Period”), in which case the Authority will take title subject to the terms of the REA.
262 Notwithstanding the foregoing or anything to the contrary contained in this
263 Agreement, if Developer does not commence construction of the Phase 2 Project
264 by the Phase 2 Project Commencement Date, subject to Force Majeure, then
265 Authority may charge Developer a fee of \$50.00 per day commencing on the Phase
266 2 Project Commencement Date and ending on the date that is six (6) months
267 following the Phase 2 Project Commencement Date. If Developer fails to
268 commence construction prior to the expiration of such six (6)-month period, then
269 Authority shall repurchase Lot 3 in accordance with the terms of this Section 13.B.
270 If Developer commences construction prior to the expiration of the Repurchase
271 Notice Period, the Authority shall not have the foregoing right to repurchase Lot 3.
272 (1) The foregoing right to repurchase shall be subject and subordinate to the
273 lien and rights of any Lender providing financing to the Phase 2 Project.

274 ~~(2)~~ 3.

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275 C. **Limitation on Remedies.** Neither ~~party~~Party shall be liable to the other for
276 consequential, indirect, incidental, liquidated or exemplary damages, whether
277 based on contract, negligence, and strict liability or otherwise. In any action to
278 enforce this Agreement, the prevailing ~~party~~Party shall be entitled to its costs,
279 including statutory attorney's fees.

280 14. **APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms
281 and conditions of Section 14 (Time of the Essence), Section 20 (No Partnership or
282 Venture), Section 21 (Notices), Section 22 (Further Assurances), Section 23 (Waiver of
283 Terms), Section 25 (Amendment of Agreement), Section 26 (Governing Law and Venue),
284 Section 27 (Successors and Assigns), Section 28 (Execution in Counterparts), Section 29
285 (Titles and Headings), Section 31 (Interpretation), Section 32 (Construction), Section 33
286 (Severability), Section 38 (Binding Effect), Section 39 (Good Faith) and Section 40
287 (Confidentiality Agreement) of the Purchase and Sale Agreement shall govern the
288 interpretation and application of this Agreement.

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

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

296 17. **FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting
297 losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of

298 this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil
299 disorders, pandemics, national epidemics, wars, acts of enemies, strikes, lockouts, or
300 similar labor troubles, fires, floods, legally required environmental remedial actions,
301 shortage of materials, relocation of utilities, or by other cause not within the control of the
302 Party whose performance was interfered with ("Force Majeure"), and which by the exercise
303 of reasonable diligence such Party is unable to prevent. The time for performance shall be
304 extended by the period of delay occasioned by such Force Majeure.

305 **(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 _____, 2023.

Name:
Title: ~~Deputy~~ City Attorney

DEVELOPER:

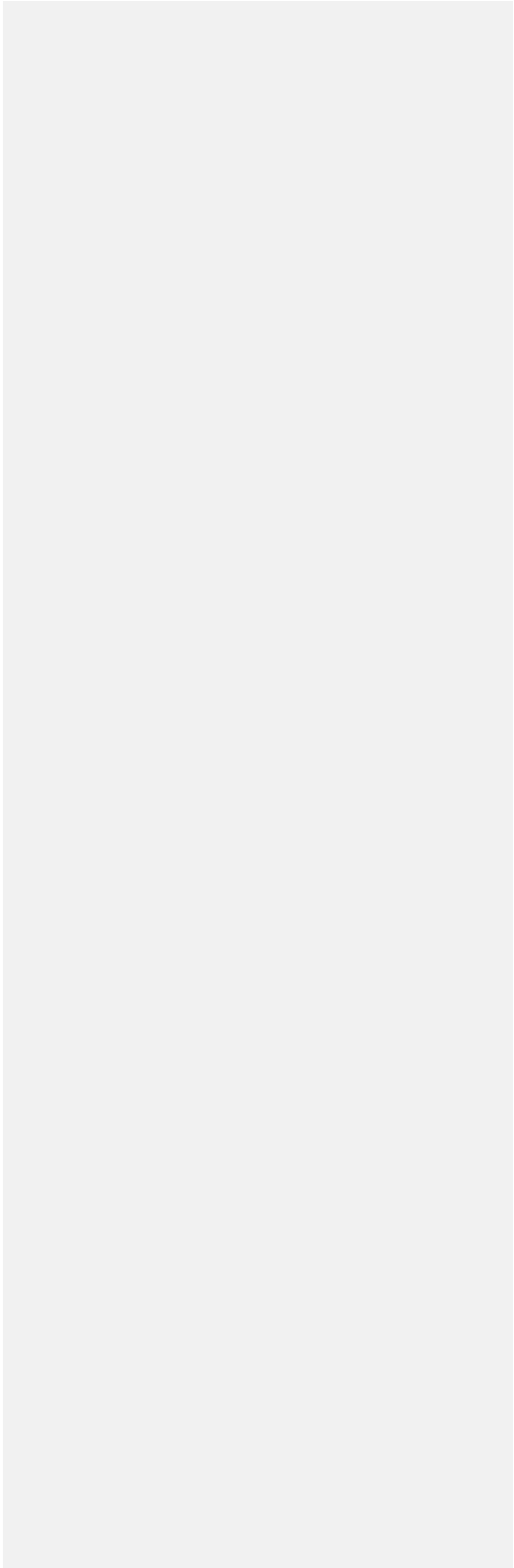
MAKERS ROW QOZB, LLC,
a Wisconsin limited liability company

By: _____

Name: _____

Title: _____

Dated: _____



Development Agreement List of Exhibits

Exhibit A	Property
Exhibit B	Project Plans
Exhibit C	Project Schedule
Exhibit D	Certificate of Completion

EXHIBIT A

Property

LOT 1:

LOT 1 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.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP NO. 9370; THENCE SOUTH 88°07'11" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MITCHELL STREET, 16.00 FEET; THENCE NORTH 00°45'33" WEST, 175.51 FEET, THENCE NORTH 88°07'11" EAST, 16.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 00°45'28" EAST ALONG THE EAST LINE OF SAID LOT 1, 175.51 FEET TO THE POINT OF BEGINNING.

LOT 3:

LOT 3 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 C

Project Schedule

[Updated schedule to be inserted]

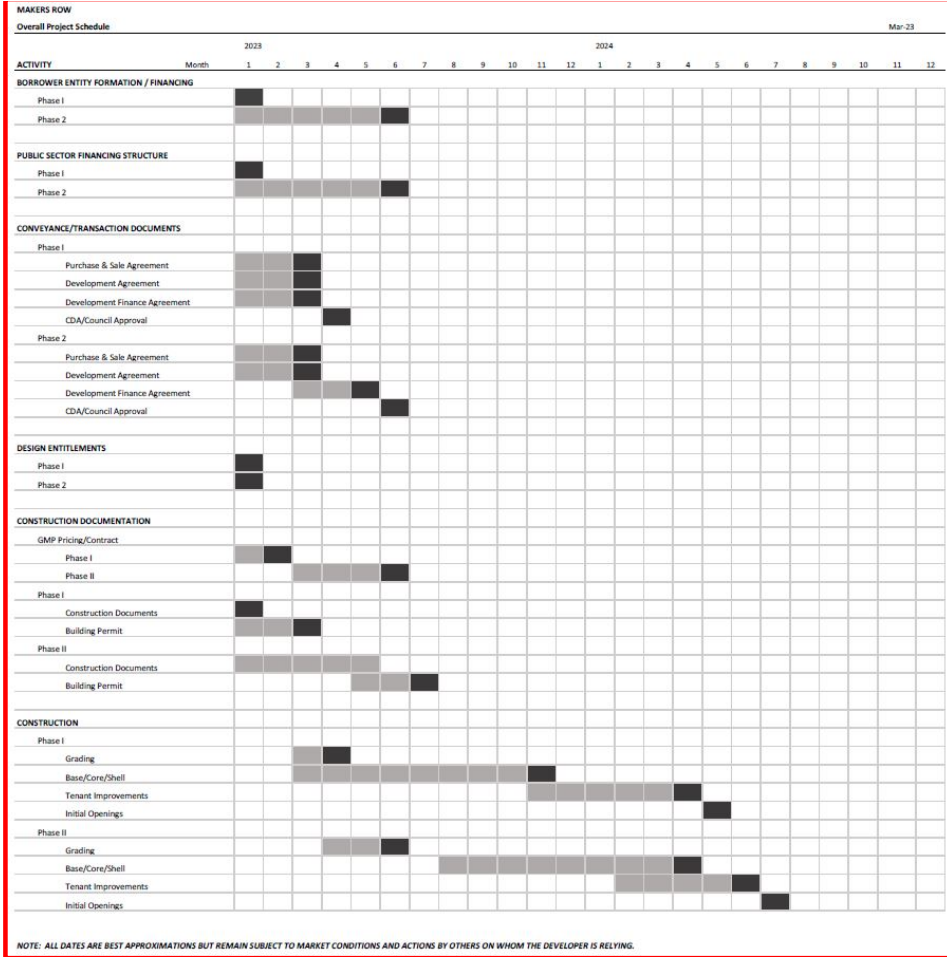


Exhibit C

EXHIBIT D
Certificate of Completion
(See attached)

Exhibit D

Document Number	CERTIFICATE OF COMPLETION	
Document Title		
CERTIFICATE OF COMPLETION		
Makers Row		Recording Area Name and Return Address Marvin C. Bynum II Godfrey & Kahn, S.C. 833 E. Michigan Street #1800 Milwaukee, WI 53202
		Parcel Identification Number (PIN) _____

Property Address	[Lot 1] [Lot 3]
Developer:	Makers Row QOZB, LLC, a Wisconsin limited liability company
Memorandum of Agreements:	Memorandum of Agreements dated as of _____, 2023, as amended or modified, recorded on _____, 2023, 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 _____, 2023, which is evidenced by that certain Memorandum of Agreements recorded on _____, 2023, 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 with respect to the Phase ____ Project, including, without limitation, any provision related to (a) the obligation of Developer to complete the Phase ____ Project (as defined in the Development Agreement), and (b) the required date for completion of the Phase ____ 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 _____, 202__.

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

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 202__,
_____, _____ 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:

Summary report:	
Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 5/5/2023 3:50:28 PM	
Style name: GK Firm	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/Active/27649105/6	
Modified DMS: iw://DMS/Active/27649105/7	
Changes:	
Add	37
Delete	30
Move From	5
Move To	5
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	78