

1 **Exhibit E to the Purchase and Sale Agreement**

2 **Public Space Agreement**

3 This Public Space Agreement ("Agreement") is made effective as of December \_\_\_\_\_, 2024, by  
4 and between Six Points Square LLC, a Wisconsin limited liability corporation, located at 2921 N.  
5 70th Street, Milwaukee, WI, ("Developer"); and the City of West Allis, a municipal corporation,  
6 located at 7525 W. Greenfield Avenue, West Allis, WI (the "City"), and the Community  
7 Development Authority of the City of West Allis, a separate body politic created by ordinance of the  
8 City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Authority). The City and  
9 the Authority are collectively, "West Allis." The Authority, the City, and Developer are each  
10 referred to herein as a party or together as the "Parties."

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

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

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

21 **WHEREAS**, the City created a new Tax Increment District to support the financial request  
22 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.

1 2.3 Developer shall ensure that the Park Area is constructed in compliance with all applicable  
2 laws, regulations, and building codes.

3 2.4 Developer shall deed the Park Area back to the City upon project completion and acceptance of  
4 work by the City Departments of Public Works and Engineering.

5 2.5 The Developer shall be responsible for routine maintenance of the Public Space including but  
6 not limited to: grass cutting, snow plowing or shoveling, emptying refuse, landscaping (pruning,  
7 weeding, remulching, and replacement of plants), grounds maintenance (i.e. refuse, graffiti, light  
8 bulb replacement, etc.), etc.

9 2.6 After the Park Area is owned by the City, the Public Space will be open to the public and  
10 Developer may not restrict the public use of the Park Area unless approved by the City.

11 2.7 The City shall be responsible for Long-Term Capital Costs and Costs Associated With Public  
12 Use of the Public Space. "Long-Term Capital Costs" are costs associated with ownership of a  
13 property including, but not limited to, replacement of damaged or worn-out furnishings and  
14 equipment, replacement of dead or diseased trees, replacement of damaged paving and  
15 sidewalks, etc. "Costs Associated With Public Use" are costs associate with the use of the Public  
16 Space by parties outside the control of the Developer including, but not limited to, repair or  
17 replacement of furnishings, equipment, landscaping, etc due to mistreatment, misuse and/or  
18 damage done by parties not affiliated with the Developer, its tenants or the Development.

19 2.8 The Developer will consult with the City about Park Space furnishings in order to install  
20 consistent items with other City Public Spaces and will obtain approvals from City Staff prior to  
21 installation.

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

1 3.1 The Developer shall finance the cost of the project as the City adopted Tax Increment Financing  
2 to the Developer for the scope of the project.

3 3.2 Developer shall provide City with regular progress and cost reports as outlined in the  
4 Development Financing Agreement.

5

6 **4. Ownership and Acceptance:**

7 4.1 Upon completion of the construction of the Park Area, Developer shall donate the Park Area to  
8 City.

9 4.2 Developer warrants that the Park Area shall be free and clear of all liens and encumbrances  
10 upon transfer of ownership to City.

11 .]

12 **5. Maintenance and Operation:**

13 5.1 Following completion and acceptance of the Park Area, City shall operate the Park Area as a  
14 city park.

15 5.2 Developer shall provide City with all necessary operation and maintenance manuals,  
16 warranties, and any other relevant documentation related to the Park Area.

17 **6. Termination:**

18 6.1 This Agreement may be terminated upon mutual consent of the Parties.

19 6.2 In the event of termination, Developer shall promptly complete and deliver all work in progress  
20 and shall cooperate with City in the orderly transition of responsibilities related to the Public  
21 Space.

22 **7. Insurance and Indemnification:**

1 7.1 Developer shall provide proof of comprehensive general liability insurance covering any  
2 employee or contractor performing work on the Park Area, including coverage for construction  
3 risks, with limits and endorsements satisfactory to City.

4 7.2 Developer shall indemnify, defend, and hold harmless City, its officers, agents, and employees  
5 from and against all claims, damages, losses, liabilities, costs, and expenses arising out of or  
6 related to Developer's performance under this Agreement, except to the extent caused by City's  
7 negligence or willful misconduct.

8

9 **8. Miscellaneous:**

10 8.1 This Agreement constitutes the entire agreement between the parties with respect to the  
11 subject matter hereof and supersedes all prior agreements, negotiations, representations, and  
12 understandings, whether oral or written.

13 8.2 Any modification or amendment to this Agreement must be in writing and signed by authorized  
14 representatives of both parties.

15 8.3 This Agreement. This Agreement shall, in all respects whether as to validity, construction,  
16 capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or  
17 proceeding arising out of or related to this Agreement shall be commenced and maintained only in  
18 a court of competent jurisdiction in the state or federal courts located in Milwaukee County,  
19 Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts. .

20 8.4 Assignment. Upon the sale or conveyance of the Project, the Developer may assign its rights  
21 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 \_\_\_\_\_

8 Jeffrey J. Hook

9

10 Owner and Managing Member

11

12 \_\_\_\_\_

13 Date

14 **City of West Allis (“City”):**

15 \_\_\_\_\_

16 [Signature]

17 Dan Devine

18 Mayor

19 \_\_\_\_\_

20 Date

21

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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

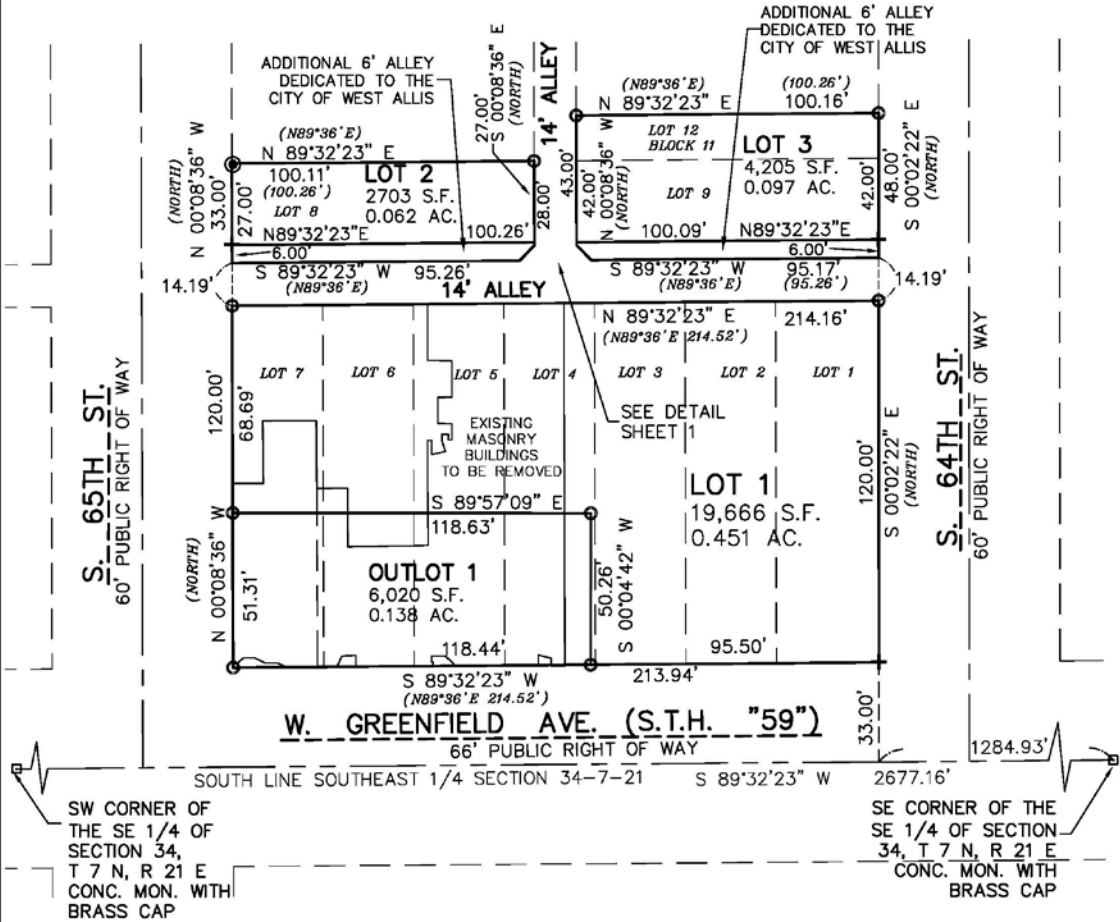
- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
- INDICATES 1 INCH DIA. IRON PIPE FOUND.

(N89°36' E 214.52') DENOTES RECORDED AS BEARINGS AND DISTANCES

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PREPARED FOR:

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



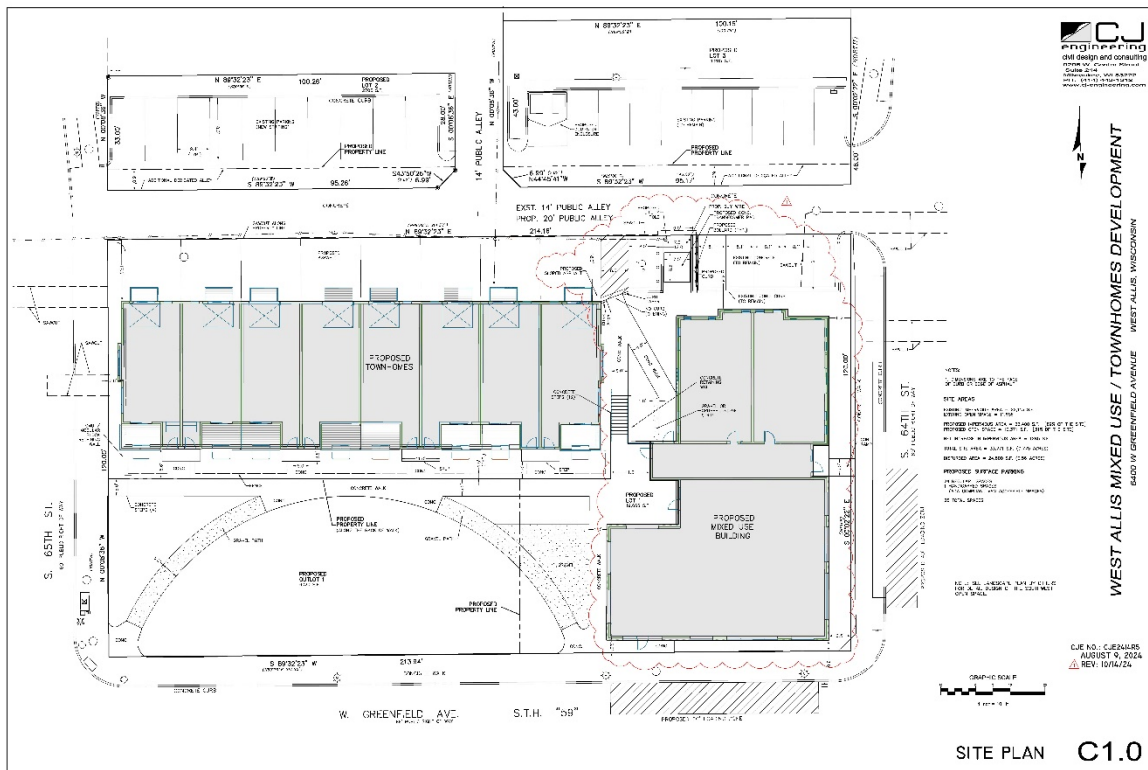
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# EXHIBIT B – CONCEPTUAL PLANS



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