

Document Number

**COOPERATION AND
DEVELOPMENT
AGREEMENT**

Document Title

**COOPERATION AND DEVELOPMENT
AGREEMENT**

**(MSOE Parking Facility and
Athletic Field Project)**

Recording Area

Name and Return Address

Thomas O. Gartner, Assistant City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

Parcel Identification Number (PIN)

Drafted By:

Thomas O. Gartner
Assistant City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

TABLE OF CONTENTS

| | | |
|--------|---|----|
| I. | DEFINITIONS AND RULES OF CONSTRUCTION | 2 |
| II. | PROJECT DESCRIPTION..... | 4 |
| III. | MSOE OBLIGATIONS..... | 4 |
| IV. | MSOE COVENANTS | 5 |
| V. | EASEMENTS AND CONVEYANCES | 5 |
| VI. | CITY OBLIGATIONS | 5 |
| VII. | RACM OBLIGATIONS..... | 6 |
| VIII. | HUMAN RESOURCES | 6 |
| IX. | PAYMENT OF TAXES | 7 |
| X. | BOOKS AND ACCOUNTS..... | 7 |
| XI. | FINANCIAL REPORTING..... | 7 |
| XII. | FORCE MAJEURE | 7 |
| XIII. | INSPECTIONS | 8 |
| XIV. | CERTIFICATES OF COMPLETION..... | 8 |
| XV. | ENVIRONMENTAL MATTERS | 8 |
| XVI. | INSURANCE | 9 |
| XVII. | INDEMNITY | 9 |
| XVIII. | CITY AND RACM NOT JOINT VENTURERS..... | 9 |
| XIX. | CONFLICT OF INTEREST | 9 |
| XX. | ASSIGNMENT..... | 10 |
| XXI. | MORTGAGEES NOT OBLIGATED TO CONSTRUCT..... | 10 |
| XXII. | NOTICES..... | 10 |

| | |
|---------------------------------------|----|
| XXIII. DEFAULT | 11 |
| XXIV. RESTRICTIONS ON USE..... | 12 |
| XXV. APPROVALS | 12 |
| XXVI. BINDING EFFECT; AMENDMENT | 12 |
| XXVII. EXHIBITS AND RECITALS..... | 12 |
| XXVIII. CAPTIONS | 13 |
| XXIX. SEVERABILITY | 13 |
| XXX. GOVERNING LAW..... | 13 |
| XXXI. COUNTERPARTS | 13 |
| XXXII. TERM | 13 |
| XXXIII. NO PERSONAL LIABILITY | 13 |
| XXXIV. PROJECT SIGNS | 14 |

SCHEDULE OF EXHIBITS

EXHIBIT ACompletion Certificate

EXHIBIT B.....Certified Survey Map No. 2851

EXHIBIT C.....Park Easement

EXHIBIT D..... Parking Agreement

EXHIBIT E..... Project Documents

EXHIBIT F Project Timetable

EXHIBIT G..... Public Access and Infrastructure Easement

EXIHIBIT H Tri-Party Agreement

EXHIBIT IDBE Participation & PERC Compliance Plan

EXHIBIT J Assessor’s Letter

EXHIBIT K..... Insurance

**COOPERATION AND
DEVELOPMENT AGREEMENT**

(MSOE Parking Facility and Athletic Field Project)

This COOPERATION AND DEVELOPMENT AGREEMENT ("Agreement") is made as of the 1st day of March, 2012, by and among the Milwaukee School of Engineering, a Wisconsin nonstock nonprofit corporation, ("MSOE"), the City of Milwaukee, a Wisconsin municipal corporation, ("CITY") and the Redevelopment Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin, ("RACM").

WITNESSETH:

WHEREAS, CITY's Common Council adopted File No. 110478 on February 28, 2012, which authorized execution of this Agreement; and

WHEREAS, the Commissioners of RACM approved Resolution No. _____ on February 16, 2012, which authorized execution of this Agreement; and

WHEREAS, CITY's Common Council also adopted File No. 101260 approving a Certified Survey Map and File No. 10184 approving a Detailed Planned Development for the Project Site and the Park on February 28, 2012 and

WHEREAS, MSOE has authorized execution of this Agreement; and

WHEREAS, MSOE is to acquire the Project Site from Milwaukee County and BMO Harris Bank National Association ("BANK") in order to undertake the Project; and

WHEREAS, CITY is to undertake the construction of Market Street; and

WHEREAS, RACM is to issue the Bonds in order to assist MSOE in financing the Project; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to provide for implementation of the Project.

NOW THEREFORE, MSOE, CITY and RACM, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, mutually agree as follows:

I.

DEFINITIONS AND RULES OF CONSTRUCTION

1.1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

“**Affiliate**” means a person, entity or entities directly or indirectly under the same control or management as MSOE or a person, entity or entities controlling or managing MSOE. MSOE Properties, LLC is an Affiliate of MSOE.

“**Athletic Field**” means _____.

“**Bonds**” means Redevelopment Authority of the City of Milwaukee, Development Revenue Refunding Bonds, Series 2012 (MSOE Project).

“**CITY Utilities**” means certain_____.

“**Closing Date**” means March 15, 2012 or such other date as CITY, MSOE, RACM, BANK and Milwaukee County may agree.

“**Commissioner**” means CITY’s Commissioner of City Development.

“**Completion Certificate**” means a certificate in substantially the form attached as **EXHIBIT A**.

“**CSM**” means Certified Survey Map No. 2851, a copy of which is attached as **EXHIBIT B**.

“**DPW Commissioner**” means CITY’s Commissioner of Public Works.

“**Environmental Laws**” means all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

“**Executive Director**” means RACM’s Executive Director.

“**Market Street**” means the segment of N. Market Street which is depicted on the CSM and which is to be improved in conjunction with completion of the Project.

“**Park**” means a park located on Lot 2 of the CSM which is to be developed and owned by MSOE Properties, LLC, an Affiliate of MSOE, and made available to the general public pursuant to the Park Easement.

“**Park Easement**” means an easement providing for the use and operation of the Park in substantially the form attached as **EXHIBIT C**.

“**Parking Agreement**” means the Ten Year Parking Agreement dated as of _____, 2012 between MSOE and BANK providing for the lease of up to 220 parking spaces in the Project by BANK. A copy of the Parking Agreement is attached as **EXHIBIT D**.

“**Project**” means the MSOE Parking and Athletic Field Project described in Article II.

“**Project Documents**” means the instruments, agreements and documents listed on **EXHIBIT E**.

“**Project Plans**” means plans and specifications for the Project, which are subject to the approval of the Commissioner in consultation with CITY officials or departments.

“**Project Site**” means the real property Lots 1 and 2 of the CSM.

“**Project Timetable**” means the preliminary schedule for implementation of the Project attached as hereto as **EXHIBIT F**. The Project Timetable may be revised from time to time during the term of this Agreement; provided, however, that material changes, including extensions of the completion date, shall be subject to the written approval of the Commissioner.

“**Public Access and Infrastructure Easement**” means an easement for public access and a CITY sewer substantially in the form attached as **EXHIBIT G**.

“**Public Amenities**” means improvements within the Project Site constructed for the benefit of the public and dedicated to CITY or subjected to easements for public use, consisting of the Public Infrastructure and the Park. The areas upon which the Public Amenities are to be constructed are depicted on the Project Site Plan.

“**Public Infrastructure**” means the CITY sewer located on the Project Site, which is to be relocated by MSOE as provided herein and the CITY water main located on the Project Site which is to be abandoned in place, or provided herein.

“**Retail Space**” means the approximately 12,000 square foot retail and commercial space located on the lowest level of the Project.

“**Temporary Parking**” means [describe proposal for parking on the BANK Site during construction of the Project.]

“**TID-48**” means Tax Incremental District No. 48 (Park East).

“Title Company” means _____.

“Tri-Party Agreement” means an agreement dated as of _____, 2012 by and among Milwaukee County, MSOE and BANK. A copy of the Tri-Party Agreement is attached as **EXHIBIT H**.

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) The table of contents, captions, and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction, or effect.
- (c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

II.

PROJECT DESCRIPTION

The Project consists of [to be provided by MSOE].

III.

MSOE OBLIGATIONS

3.1. MSOE Obligations. During the term of this Agreement MSOE shall, in accordance with the Project Timetable:

- A. Close on the acquisition of the Project Site.
- B. Submit to the Commissioner, in a form reasonably satisfactory to the Commissioner, evidence that MSOE has received all federal, state and local agency approvals which are necessary to undertake the construction of the Project.
- C. Secure the written approval of the Commissioner, in consultation with the DPW Commissioner, of final plans and specifications for the Public Infrastructure.
- D. Undertake the Project in a manner consistent with the Project Description and the Project Plans, and substantially complete the Project in accordance with the Project Timetable.
- E. As development of the Project proceeds, submit to the Commissioner, as appropriate and required, copies of any material changes, additions, and/or refinements to the plans and specifications for the Project and, with respect to any change, addition, or refinement that constitutes a material modification to the Project description, as theretofore revised or amended, obtain the prior written consent of the Commissioner.

- F. Execute and deliver all Project Documents to which it is a party.
- G. Pay all real estate taxes applicable to the Project Site, if any, when due.
- H. **[Close on the Bonds/provide evidence of financing.]**

IV.

MSOE COVENANTS

4.1 *Affiliates.* USL shall direct the operations of each of its Affiliates involved in the Project to assure performance of all substantive obligations of USL under this Agreement notwithstanding the fact that title to portions of the Project may be held by USL's Affiliates from time to time. In addition, upon the Commissioner's written request, USL shall direct its Affiliates to join in and to execute and deliver Project Documents which relate to portions of the Project being undertaken by such Affiliates, such as various easements over portions of the Project Site title to which is held by such Affiliates.

4.2 The Athletic Field will be made available to the public for private league competition, primarily on Saturday and Sunday mornings, on a non-interference basis with MSOE activities. The Athletic Field's availability, at all times, will be on an "as-arranged" basis.

4.3 The Project shall, at all times, be used and operated in compliance with the zoning applicable to the Project and the Project Documents.

[4.4 Zip Cars?]

V.

EASEMENTS AND CONVEYANCES

Pursuant to the terms of this Agreement, MSOE will grant or cause MSOE Properties, LLC to grant the Park Easement to Milwaukee County and the Public Access and Infrastructure Easement to the CITY.

VI.

CITY OBLIGATIONS

During the term of this Agreement CITY shall undertake the following in accordance with the Project Timetable:

- A. Provide funding through TID 48 to fund CITY's obligations hereunder.
- B. Construct Milwaukee Street.

C. Assist MSOE in obtaining as expeditiously as possible, all permits, approvals, licenses, certificates, inspections, and consents that may be necessary or desirable to enable MSOE to commence and carry out all obligations and actions under this Agreement and the Project Documents; provided that nothing contained herein shall be deemed to limit or waive CITY's independent right and authority to review and consider each request for such approvals.

D. Within fifteen (15) business days following submission of final plans and specifications for the Project by MSOE, either provide MSOE with the Commissioner's written approval of said plans and specifications or a written explanation of the modifications necessary in order to secure such approval.

E. Execute and deliver all Project Documents to which it is a party.

F. Create four tax key numbers for the Project, including one for the Park, one for the Athletic Field, one for the Retail Space and one for the Parking.

VII.

RACM OBLIGATIONS

During the term of this Agreement, RACM shall undertake the following in accordance with the Project Timetable:

A. Assist MSOE in obtaining as expeditiously as possible, all permits, approvals, licenses, certificates, inspections, and consents that may be necessary or desirable to enable MSOE to commence and carry out all obligations and actions under this Agreement and the Project Documents.

B. Through the provision of staff assistance, aid MSOE in the finalization of any MSOE actions required by this Agreement.

C. Execute and deliver all Project Documents to which it is a party.

D. (Issue the Bonds).

VIII.

HUMAN RESOURCES

MSOE shall construct the Project in accordance with the DBE Participation & PERC Compliance Plan attached hereto as **EXHIBIT I**.

IX.

PAYMENT OF TAXES

The parties acknowledge that the assessment and taxation of the Project shall be addressed as set forth in the Assessor's letter dated _____, 2012, a copy of which is attached as **EXHIBIT J**.

X.

BOOKS AND ACCOUNTS

MSOE shall keep (and shall require its Affiliates, contractor(s) and subcontractor(s) to keep) accurate, full and complete books and accounts showing operations, transactions, and financial conditions of their business affairs relating to all aspects of the implementation of the Project and this Agreement. All books, accounts, and financial statements kept or prepared by or for MSOE shall be in accordance with generally accepted or tax basis accounting principles consistently applied. Said records and accounts shall be kept for a period of seven (7) years subsequent to substantial completion of the Project. During such seven (7) year period, CITY and RACM or any authorized representative of CITY and RACM, including but not limited to the City Comptroller, shall, at the CITY's or RACM's sole expense, have the right, upon reasonable written notice to MSOE, to examine and audit the foregoing books, accounts, and records during normal business hours.

XI.

FINANCIAL REPORTING

With respect to the Project, MSOE shall provide the Commissioner with copies including the following financial reports:

- A. Annual, internally generated financial reports for the Project. All such financial reports shall be certified by an officer of MSOE or another person satisfactory to the Commissioner and shall be provided within one hundred twenty (120) days following the end of each fiscal year.
- B. Financial reporting with respect to the Project as set forth above shall terminate upon issuance of a Certificate of Completion.
- C. **[Insert re: financials for parking and retail.]**

XII.

FORCE MAJEURE

If any party is delayed or prevented from the performance of any act required by this Agreement or the Project Documents by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, judicial orders, public emergency or regulations, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay.

XIII.

INSPECTIONS

A. CITY, RACM, and their designees, may make reasonable inspections of the Project, and the Public Infrastructure during construction thereof, provided that such inspections do not interfere with the progress of the work and are substantially consistent with the inspections typically performed by CITY in the course of other similar construction projects in CITY.

B. In the event that CITY or RACM determine, in their reasonable judgment, as a result of the inspections made by them or otherwise, that MSOE's contractors or subcontractors are not constructing the Project in substantial accordance with the terms of this Agreement and the final plans and specifications approved by the Commissioner, then RACM and/or CITY, acting through the Commissioner shall promptly inform MSOE in writing of said noncompliance, and MSOE shall, as soon as reasonably possible, require its contractors or subcontractors to remedy said noncompliance to the reasonable satisfaction of the Commissioner.

XIV.

CERTIFICATES OF COMPLETION

The Project will be deemed substantially completed upon: (a) issuance by the architect, or other person acceptable to the Executive Director, of a certificate of substantial completion for either the Project (except for tenant improvements and the like and weather-related delays of landscaping and related exterior work); and (b) issuance by CITY of an occupancy certificate for the Project. Upon submission of the foregoing and at the written request of MSOE, the Executive Director shall execute and deliver to MSOE a certificate in substantially the form attached as **EXHIBIT A** confirming Substantial Completion of the Project.

XV.

ENVIRONMENTAL MATTERS

MSOE covenants and agrees to comply with all Environmental Laws applicable to MSOE's activities at the Project Site. MSOE also covenants and agrees to indemnify and hold RACM and CITY harmless from and against any and all losses, liabilities, damages, costs, expenses (including reasonable legal, consulting, and engineering fees), and awards of every

type and nature arising from any third party claims or causes of action for any violations or alleged violations of Environmental Laws by MSOE. RACM, CITY and MSOE shall provide to one another, immediately upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree, or other document from any source asserting or alleging a circumstance or condition which constitutes a violation of any Environmental Laws on the Project Site or requires or may require a clean-up, removal, remedial action, or other response by or on the part of MSOE or any other person under Environmental Laws or which seeks damages or civil, criminal, or punitive penalties from RACM, CITY or MSOE, or any other person for an alleged violation of Environmental Law on the Project Site.

XVI.

INSURANCE

MSOE shall provide, at its own expense, insurance in such types and amounts as set forth on **EXHIBIT K** during construction of the Project, and MSOE shall furnish CITY with Certificates of Insurance, in a form and substance reasonably satisfactory to the Commissioner, naming CITY and RACM as additional insureds with respect to the liability insurance provided pursuant to this Article. Such Certificates shall provide that the insurance company will furnish CITY and RACM with a 30-day written notice of cancellation, non-renewal, or material change. The above insurance requirements shall include CITY and RACM, to the extent CITY and RACM have an insurable interest.

XVII.

INDEMNITY

MSOE shall indemnify and hold harmless CITY and RACM from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and costs, arising out of any third party claims, causes of action, or demands made against or suffered by CITY or RACM on account of this Agreement, unless such claims, causes of action, or demands (i) relate to CITY or RACM failing to perform their obligations to MSOE, or (ii) arise out of any negligence or willful misconduct of CITY or RACM. At CITY's request, MSOE shall appear for and defend CITY or RACM at MSOE's expense, in any action or proceeding to which CITY or RACM may be made a party by reason of any of the foregoing.

XVIII.

CITY AND RACM NOT JOINT VENTURERS

It is expressly understood and agreed by all parties that nothing in this Agreement shall be deemed to place CITY or RACM in the relationship of partner or joint venturer with MSOE.

XIX.

CONFLICT OF INTEREST

No council member, commissioner, officer, or employee of CITY or RACM, during such person's tenure or for one (1) year thereafter, shall have any financial interest, direct or indirect, in the Project or this Agreement.

XX.

ASSIGNMENT

No party to this Agreement may assign any of its interest herein or obligations hereunder, without the prior written consent of all other parties hereto; provided, however, that MSOE may collaterally assign certain of its rights and obligations in this Agreement to its lender or lenders for the Project without the consent of CITY, provided that the documents and instruments evidencing such collateral assignment shall be reasonably acceptable in form and substance to the Commissioner.

XXI.

MORTGAGEES NOT OBLIGATED TO CONSTRUCT

It is understood and agreed that MSOE may mortgage the Project Site or portions thereof in conjunction with the insurance of the Bonds in order to provide financing for the Project. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Project Site or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself shall not be obligated by the provisions of this Agreement to complete the construction or to guarantee such construction; nor shall any covenant or any other provision in this Agreement be construed to so obligate such holder.

XXII.

NOTICES

Any written notice required to be sent to the parties shall be forwarded to the following:

If to CITY:

City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner of City Development

With a copy to:

City of Milwaukee
City Attorney's Office
200 East Well Street
Milwaukee, WI 53202
Attn: Thomas O. Gartner, Esq.

If to RACM:

Redevelopment Authority of the
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Executive Director/Secretary

With a copy to:

City of Milwaukee
City Attorney's Office
200 East Wells Street, Suite 800
Milwaukee, WI 53202
Attn: Thomas O. Gartner, Esq.

If to MSOE:

The Milwaukee School of Engineering
Hermann Viets, Ph.D., President
1025 North Broadway
Milwaukee, WI 53202-3109

With a copy to:

William Invie Shroyer, Esq.
Reinhart Boerner Van Deuren, S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

XXIII.

DEFAULT

If any party hereto defaults in the performance of any of its obligations under this Agreement or any of the Project Documents, or any party shall default in the performance or observance of any of the covenants, agreements, or conditions on the part of such party set forth in this Agreement or any of the Project Documents and such default continues for thirty (30) days following receipt and written notice from another party specifying such default and requesting that it be corrected without the defaulting party diligently pursuing such a cure within 30 days of receiving such notice; then the other parties hereto shall have all rights and remedies available at law or in equity in connection therewith.

In addition, if any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an event of default under and for purposes of this Development Agreement:

Any party shall:

(a) Make a general assignment for the benefit of creditors or to an agent authorized to dissolve a substantial amount of its property; or

(d) Become subject (either voluntarily or involuntarily) to an order for relief within the meaning of the bankruptcy code, and in the case of an involuntary action, such order is not vacated within sixty (60) days after entry; or

(e) File a petition to effect a plan or other arrangement with creditors; or

(f) File an answer to a creditor's petition, admitting the material allegations thereof, for dissolution, reorganization, or to effect a plan or other arrangements with creditors; or

(g) Apply to a court for the appointment of a receiver for any of its assets; or

(h) Have a receiver appoint for any of its assets (with or without consent) and such receiver shall not be discharged within sixty (60) days after appointment.

XXIV.

RESTRICTIONS ON USE

MSOE agrees for itself, and its successors and assigns, and every successor in interest to the Project Site or any part thereof, to:

(a) Devote the Project Site only to and in accordance with the uses specified in this Agreement; and

(b) Not discriminate upon the basis of race, color, creed, sex, national origin, or sexual orientation in the sale, lease, rental, use, or occupancy of the Project Site, the Project, or any improvements located or to be erected thereon or any part thereof.

XXV.

APPROVALS

Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, and any such discretion shall be exercised in good faith and in a commercially reasonable manner. Whenever in this Agreement the consent or approval of RACM is required or the discretion of RACM may be exercised, the Executive Director shall have the authority to provide such consent or approval or to exercise such discretion. Whenever in this Agreement the consent or approval of CITY is required or the discretion of CITY may be exercised, the DPW Commissioner shall have the authority to provide such consent or approval or to exercise such discretion.

XXVI.

BINDING EFFECT; AMENDMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be amended or modified only as expressly provided in a writing signed by all parties.

XXVII.

EXHIBITS AND RECITALS

The various exhibits appended to this Agreement and the opening recitals herein are incorporated herein and for all purposes are a part of this Agreement.

XXVIII.

CAPTIONS

The captions or headings placed upon Articles or sections of this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not limit or affect in any way the interpretation or construction of this Agreement.

XXIX.

SEVERABILITY

If any part of this Agreement shall be found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions hereof which can be given effect in the absence of the parts determined to be invalid or unenforceable.

XXX.

GOVERNING LAW

All matters relating to the making, enforcement, and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.

XXXI.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

XXXII.

TERM

The term of this Agreement shall commence on the date hereof and expire upon the termination of TID-48. **[Discuss Tax Letter and Records.]** .

XXXIII.

NO PERSONAL LIABILITY

Under no circumstances shall any officer, official, director, commissioner, member, agent, or employee of CITY, RACM or MSOE have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

XXXIV.

PROJECT SIGNS

MSOE agrees that, during the construction period and at MSOE's expense, a Project sign identifying the participation of CITY and RACM in the Project shall be placed upon the Project, consistent with such reasonable criteria which may be established by RACM. Such identification signage may be part of an overall Project construction/development sign.

[SIGNATURE PAGES FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

Michael J. Daun, Deputy Comptroller

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

By: _____
Lois A. Smith, Chair

Attest: _____
David P. Misky, Asst. Executive Director/Secretary

MSOE

By: _____
Dr. Herman Viets, President

Approved as to form, execution
and content

This ____ day of _____, 2012

Assistant City Attorney

1050-2009-607:177945

EXHIBIT A

CERTIFICATE OF COMPLETION

Document Number

Document Title

CERTIFICATE OF COMPLETION

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Project: MSOE Parking Facility and Athletic Field Project

Site Address: _____

Developer: _____

Agreement:

Legal Description:

THIS IS TO CERTIFY that the undersigned, on behalf of the Redevelopment Authority of the City of Milwaukee, have caused the inspection of the Project Site and physical improvements constructed thereon, and that construction of said physical improvements has been completed in accordance with plans submitted pursuant to the Cooperation, Contribution and Development Agreement (MSOE Parking Facility and Athletic Field Project) dated as of _____, 2012 (the "Agreement").

THIS CERTIFICATE when signed by the Redevelopment Authority of the City of Milwaukee shall constitute a conclusive determination of satisfaction and termination of the agreements and covenants in Agreement with respect to the obligations of MSOE and its successors and assigns to construct improvements on the Project Site.

ISSUANCE OF THIS CERTIFICATE shall mean that the Project Site may be conveyed, mortgaged or leased and that any party purchasing or leasing the Project Site shall not incur any obligation with respect to the construction of improvements on the Project Site and that neither the Redevelopment Authority of the City of Milwaukee nor any other party shall thereafter have or be entitled to exercise any rights or remedies or controls with respect to the Project Site that it might otherwise have or be entitled to exercise with respect to the Project Site as a result of a default in or breach of any provision of the Agreement.

Dated at Milwaukee, Wisconsin this ____ day of _____, 2012.

(SEAL)

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

_____, Chair

Assistant Executive Director-Secretary

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2012, _____, Chair, and _____, Assistant Executive Director-Secretary of the above-named Redevelopment Authority of the City of Milwaukee, to me known to be the persons who executed the foregoing instrument, and to me known to be such Chair and Assistant Executive Director-Secretary of said Redevelopment Authority of the City of Milwaukee, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Redevelopment Authority by its authority.

(SEAL)

Notary Public, State of Wisconsin
My Commission _____

This document was drafted by Thomas O. Gartner, Assistant City Attorney

EXHIBIT E

Project Documents

The Project Documents consist of the following:

- 1) This Cooperation and Development Agreement
- 2) The Cooperation and Development Agreement (BMO Parking Project)
- 3) The Tri-Party Agreement
- 4) The Parking Agreement
- 5) The Park Easement
- 6) The Public Access and Infrastructure Agreement
- 7) **[Escrow Agreement for Closing?]**