

AMENDMENT NO. 4
PROJECT PLAN FOR TAX INCREMENTAL FINANCING DISTRICT NO. 22
(Beerline “B”)

CITY OF MILWAUKEE

Public Hearing Held: July 2, 2015
Redevelopment Authority Adopted:
Common Council Adopted:
Joint Review Board Adopted:

**AMENDMENT NO. 4 to the PROJECT PLAN for
TAX INCREMENTAL FINANCING DISTRICT NUMBER 22
CITY OF MILWAUKEE
(Beerline “B”)**

Introduction

Section 66.1105 (4)(h)(1), Wisconsin Statutes, permits the Redevelopment Authority, subject to the approval of the Common Council, to amend the project plan for a tax incremental financing district.

Section 66.1105(2)(f)1.(intro), permits that amendment to fund parking facilities ancillary to and within one mile from public entertainment facilities that are located in whole or in part within a one mile radius of the district’s boundary.

The Common Council created Tax Incremental District Number 22 in 1993 for the purpose of facilitating redevelopment efforts along the Milwaukee River within and adjacent to the former Beer Line railroad right-of-way. The purpose of this fourth amendment is to assist in financing the construction of a parking structure associated with a proposed new downtown arena (the “Amendment”).

The Milwaukee Bucks LLC and Head of the Herd LLC, including their affiliates (collectively, the “Bucks”) are proposing to build a new arena in downtown Milwaukee, as well as invest in ancillary private development in the Park East corridor and surrounding properties. The Bucks are proposing to build a new, modern arena for the Milwaukee Bucks and other sporting, music and live entertainment events in the blocks bounded by West Juneau Avenue, North 6th Street, West Highland Avenue and North 4th Street (the “Bucks Arena”). The Bucks Arena will be a public entertainment facility under 66.1105(2)(f)1.(intro).

The City of Milwaukee (“City”) will contribute \$35 million to fund the construction of a new 1,243-space parking structure on the block bounded by West McKinley Avenue, North 6th Street, West Juneau Avenue and North 5th Street (the “Parking Structure”), located within one mile of the District, see **Map No. 3 Amended, “Proposed Uses and Improvements.”** The Parking Structure will serve the Bucks Arena during events, but will also provide off-event parking for the future development of nearby properties. This new parking structure is estimated to cost \$35 million and will be owned by the City. The Parking Structure will be funded through a combination of parking revenue bonds, this Amendment and other City sources.

TID 22 has incurred project costs, to date, of \$24,771,641, all for public way and facilities development. The TID has achieved an increase in incremental property value of \$172,623,100.

In summary, Amendment No. 4 to the Project Plan will provide a \$27,000,000 contribution towards financing the construction of the Parking Structure, per **Exhibit 2, “Term Sheet.”**

Amendments to the Project Plan:

The following amendments are made to the Project Plan. All other sections of the Plan remain unchanged.

Replace the text in section III.B.1.b., “Statement of the Kind, Number, and Location of All Proposed Public Works or Improvements” with the following:

To date, approximately \$20,699,950 has been spent on public improvements pursuant to this project plan with an estimated \$700,000 remaining. The plan, as amended, adds the following additional expenditures:

No.	Improvement	Est. Cost
1	Contribution towards Parking Structure	\$ 27,000,000
	Total	\$ 27,000,000
	Total including previous expenditures:	\$ 48,399,950

Replace Table A in Section III.B.2. “Detailed List of Estimated Project Costs” with the following:

Table A
List of Estimated Project Costs

a.	Capital Costs:	
	Already Expended To Date:	\$20,699,950
	Remaining Expenditures:	\$700,000
	Acquisition, relocation and demolition	
	Riverwalks, public way & facilities development, property	
	Amendment No. 4	
	Contribution towards Parking Structure	\$27,000,000
	Total Estimated Project Costs, excluding financing	\$48,399,950
b.	Financing Costs	
	Incurred To Date	\$10,569,963
	Amendment No. 4	\$1,232,244
	Total Interest	\$11,802,207

Add to section III.B.3. “Description of Timing and Methods of Financing”:

Schedule A
Estimated Timing of Project Costs

<u>Year</u>	<u>Estimated Project Costs</u>	<u>Cumulative Total</u>
2015	\$27,000,000	\$27,000,000

b. Estimated Method of Financing Project Costs

The City may proceed to fund initial capital and administrative costs using general obligation bonds or notes or Redevelopment Authority bonds to be issued in amounts which can be supported using tax increments in the District.

Add to section III.B.4. “Economic Feasibility Study:”

The Economic Feasibility Study for Amendment No. 4 to this plan, prepared by the Milwaukee Department of City Development and titled Economic Feasibility Study for Amendment No. 4 to Tax Incremental District No. 22, (Beerline “B”), is attached hereto as Exhibit 1.

Based upon the anticipated tax incremental revenue, the District is expected to fully recover project costs by 2020, the end of the statutory life of the District. Accordingly, the District is determined to be feasible.

Add to section IV. EXHIBITS:

1. Economic Feasibility Study
2. Term Sheet
3. Map No. 3 Amended: Proposed Uses and Improvements

EXHIBIT 1
ECONOMIC FEASIBILITY STUDY FOR
AMENDMENT NO. 4 to TID No. 22 (Beerline “B”)

Background:

The City of Milwaukee (“City”) is proposing to amend Tax Incremental District No. 22 (Beerline “B”) (the “District) to make a contribution of \$27,000,000 towards a parking structure for a new arena in downtown Milwaukee (the “Project Costs”).

The District was created in 1993 and has a base value of \$41,210,300. It has a maximum legal life of 2020.

Current Property Valuation:

The incremental value of properties in the District as of 1/1/2015 was: \$172,623,100.

Anticipated Future Value of the District and District Cash Flow:

Through appreciation, the incremental value of the District is anticipated to rise to \$178,123,100 in 2016. In addition, Walker’s Landing, a 113-unit market-rate apartment project that is under construction is anticipated to add an additional \$15,000,000 in incremental value starting in 2018.

Attached as Table 1 is a cash flow forecast for the proposed District. Basic parameters of this forecast are:

- Base Value of the District: \$41,210,300
- Incremental Value of the District in 2015: \$172,623,100
- Tax Rate: 3.00%
- Interest Rate: 3.5%
- Annual Appreciation: 1.00%

As shown in the forecast, the District is able to amortize the Project Costs by 2020. Given this estimate, the proposed District is determined to be feasible and capable of amortizing the Project Costs within the statutory life of the proposed District.

Table 1: TID 22 (Beerline "B") Amendment #4

No.	Year	TID Incremental Value	Walkers Landing Incremental value	Increment	loan repayments to TID	Donations to other TIDs	Debt Service	Unbonded Costs	Arena	Cash flow	Cum. Cash Flow
1	1994						(11,578)			(11,578)	(11,578)
2	1995						(50,765)			(50,765)	(62,343)
3	1996						(59,087)			(59,087)	(121,430)
4	1997						(136,000)			(136,000)	(257,430)
5	1998				224,280		(283,513)			(59,233)	(316,663)
6	1999	1,836,900		54,799	49,946		(326,996)			(222,251)	(538,914)
7	2000	3,946,800		253,674	79,899		(367,833)			(34,260)	(573,174)
8	2001	6,364,700		190,377	1,312,657		(488,275)			1,014,759	441,585
9	2002	18,966,100		534,850			(699,236)			(164,386)	277,199
10	2003	28,113,400		783,421			(907,048)			(123,627)	153,572
11	2004	52,530,700		1,387,204			(1,156,006)			231,198	384,770
12	2005	60,761,900		1,583,480			(1,370,955)			212,525	597,295
13	2006	81,868,800		1,998,394			(1,425,494)			572,900	1,170,195
14	2007	105,389,500		2,322,523			(1,769,321)			553,202	1,723,397
15	2008	141,305,300		3,173,774			(2,343,956)			829,818	2,553,215
16	2009	147,609,300		3,540,553			(2,158,804)			1,381,749	3,934,964
17	2010	170,433,400		4,342,205	42,000		(2,234,885)			2,149,320	6,084,284
18	2011	188,724,200		5,056,800	42,000		(2,288,627)			2,810,173	8,894,457
19	2012	199,766,700		5,693,720	42,000		(2,217,930)			3,517,790	12,412,247
20	2013	137,567,900		4,184,509	42,000	(1,890,945)	(2,293,564)			42,000	12,454,247
21	2014	175,269,300		5,450,269	42,000	(3,401,190)	(1,999,968)			91,111	12,545,358
22	2015	172,623,100		5,251,787	42,000	(3,154,942)	(1,917,465)			221,380	12,766,738
23	2016	178,123,100		5,343,693	42,000	(2,000,000)	(1,122,182)	(155,037)	(14,000,000)	(11,891,526)	875,212
24	2017	179,904,331		5,397,130	42,000	(656,167)	(1,148,549)	(155,037)	(3,539,265)	(59,888)	815,324
25	2018	181,703,374	15,045,200	5,902,457	42,000		(1,060,086)	(155,037)	(3,539,265)	1,190,069	2,005,393
26	2019	183,520,408	15,195,652	5,961,482	42,000		(679,430)	(155,037)	(3,539,265)	1,629,750	3,635,143
27	2020	185,355,612	15,347,609	6,021,097			(476,354)	(155,037)	(3,539,265)	1,850,441	5,485,584
	> 2020						(4,057,113)			(4,057,113)	1,428,471
				74,428,197	2,086,782	(11,103,244)	(35,051,020)	(775,185)		1,428,471	
									Cumulative Carrying costs	(600,000)	
										<u>828,471</u>	projected surplus

Inflation rate 1.01
 Tax rate 3.0000%

Unbonded costs 700,000
 Int. rate 3.50%

TERM SHEET

NEW BUCKS ARENA

June 15, 2015

PROJECT:

Milwaukee Bucks LLC intends to construct a new arena in downtown Milwaukee to be used as the home arena of the Milwaukee Bucks NBA basketball team at a cost of \$500 million. Through negotiations with the State of Wisconsin, Milwaukee County and the City of Milwaukee, it was decided that half of the project would be funded with public dollars and that the City of Milwaukee would contribute \$47 million towards the overall Project. The Project includes, in addition to the new arena structure, a parking structure that will be owned by the City of Milwaukee, a public open-air plaza adjacent to the arena, a retail and entertainment facility to be known as the Live Block located to the east of the arena and a covered plaza to be located adjacent to the Live Block. The Bucks will design and construct the Project in accordance with the terms described in this Term Sheet.

PARTIES:

Milwaukee Bucks LLC and Head of the Herd LLC, including their Affiliates (collectively "Bucks"); Redevelopment Authority of City of Milwaukee ("RACM") and City of Milwaukee ("City")

EXHIBITS TO TERM SHEET:

- Exhibit 1: Map identifying the various blocks by number
- Exhibit 2: Map of the proposed TID boundary
- Exhibit 3: Definitions
- Exhibit 4: List of Preconditions

CITY OBLIGATIONS:

City agrees to contribute cash, infrastructure and land to the Greater Arena Project and related properties as follows:

- A. \$35 million cash towards the construction of the Parking Structure in accordance with statutory requirements.
- B. \$12 million in cash towards the construction of the Plaza and other components of the Greater Arena Project which can be funded with tax-exempt bond proceeds in accordance with statutory requirements.
- C. If the actual costs for construction of the Bucks Arena, the Plaza and the Parking Structure are under \$500 million, it is understood that City will be reimbursed for its proportionate share based on and controlled by legislation passed by the State of Wisconsin.

- D. Conveyance of the 4th & Highland Parcel and City's Park East Parcel to Bucks.
- E. Public infrastructure improvements as follows (with all deadlines subject to revision based upon the outcome of a coordinated meeting between City, Bucks and Bucks' contractor about the scheduling of the construction of the Greater Arena Project and the Training Facility):
 - 1. Vacate N. 4th Street between W. Juneau Avenue and W. Highland Avenue and N. 5th Street and the public alleys in Block 1 and complete any utility work (water/sewer/comm/traffic) related to those vacations by the end of 2015.
 - 2. Rehab of sewer in Highland Avenue by the end of 2016 if deemed necessary by City's Dept. of Public Works.
 - 3. Resurface Juneau Avenue between 3rd and 6th Streets by the end of 2017.
 - 4. Resurface Highland Avenue between 3rd and 4th Streets and between 5th and 6th Streets by the end of 2017.
 - 5. Complete streetscaping on Juneau/Highland by the end of 2017.
 - 6. Rebuild 5th Street from Juneau to McKinley in coordination with the construction of the Parking Structure and from State to Highland if needed in coordination with the development of Blocks 2 and 3.
- F. Facilitate coordination between Bucks, Milwaukee County, the State of Wisconsin and MMSD to remove footings in the Park East Land and to relocate a sewer in the Park East Land to Juneau Avenue. The parties understand that the Wisconsin Department of Transportation will relocate the sewer located in the Park East Land. City will fully cooperate and coordinate with the State of Wisconsin and Milwaukee County to relocate the sewer and will pay for any city-related incremental costs arising from the upsizing of the state-owned sewer that is located on the Park East Land.

BUCKS OBLIGATIONS:

Bucks agree to do all of the following:

- A. Enter into PILOT agreements with City to be recorded on title of all parcels owned by Bucks within the TID boundary, except Block 1, the Live Block Plaza and vacated 4th Street.
- B. Accommodate and agree to a transportation, utility and public access easement for the benefit of City in vacated 4th Street. City agrees to coordinate with Bucks on design and construction of any facilities placed within the easement area in order to accommodate any safety and operational concerns of Bucks.
- C. Dedicate public right of way for N. 5th Street between Highland Avenue and State Street and from Juneau Avenue to McKinley Avenue.
- D. Complete construction of the Bucks Arena, the Plaza, the Live Block Plaza, the Parking Structure and the Live Block not later than 60 months following commencement of construction, subject to force majeure.
- E. Demolish the existing Bradley Center, at no cost to City, within 12 months following completion of construction of the Bucks Arena, subject to force majeure.
- F. Enter into a development agreement with City and RACM.
- G. Enter into a human resources agreement ("HRA") with City consistent with this Term Sheet.

BUCKS' COMMITMENT TO CITY PREREQUISITES:

Human Resources Requirements:

Bucks will take steps necessary to meet the following goals:

- A. On construction of the Bucks Arena, Plaza, Live Block Plaza and Parking Structure:
 1. 25% of construction (labor and supplies) completed by Small Business Enterprises ("SBE"), as defined in Sec. 370-1-17 of the Milwaukee Code of Ordinances (subject to standard exclusions available under City's SBE program).
 2. 18% of Architectural/Engineering professional services completed by SBE (subject to standard exclusions available under City's SBE program).
- B. On the construction of the Bucks Arena, Plaza, Live Block Plaza and Parking Structure 40% of the labor will be subject to the City's Resident Preference Program ("RPP") defined as follows:
 1. 10% are residents of Milwaukee County.
 2. 30% are any combination of the following categories:
 - a. Unemployed or underemployed City residents as defined in sec. 309-41-1-f of the Milwaukee Code of Ordinances.
 - b. Grandfathered unemployed or underemployed City residents who no longer meet the time requirements in sec. 309-41-1-f because of their work on other recent development projects in the City of Milwaukee.
 - c. City residents.
 3. For purposes of maximizing employment opportunities, targeting training programs and assessing compliance feasibility within specific components of the project subject to RPP, the HRA shall provide that City (through City's Department of City Development and Office of Small Business Development), Bucks and Bucks' project manager, in conjunction with the Milwaukee Area Workforce Investment Board in collaboration with the Milwaukee Building Trades and WRTP Big Step, shall develop a gap analysis of work force capabilities and capacities on a trade by trade basis. This analysis shall be performed both prior to commencement of construction and again following construction bidding.

Parking Structure

With regard to the Parking Structure, the following terms are agreed to by the Parties:

- A. Bucks shall obtain title to Block 7 from Milwaukee County and cause the Parking Structure, not including any of the ancillary development attached to the Parking Structure, to be conveyed as a separate tax key parcel to City (free of all financial encumbrances). Ancillary development attached to the Parking Structure includes development abutting the sides of the Parking Structure and/or on the roof. Any development on the roof will be coordinated and subject to discussions with City in relation to City's rights under paragraph F, below.
- B. City shall pay \$35 million for construction of a minimum of 1243 parking spaces.
- C. City has approval rights over the architect and design selected for the Parking Structure, which approval cannot be unreasonably withheld. The Parking Structure may be developed on a design/build basis.
- D. Bucks shall be guaranteed use of 1,243 parking spaces for events at the Bucks Arena (843 in the Parking Structure with City's option to provide up to 400 at another, mutually

agreeable location within a mutually agreeable distance from the New Arena Parcel). The offsite revenues from such relocated spaces shall be included as revenue from the Parking Structure.

- E. Bucks shall construct the Parking Structure subject to City's standard public works requirements as required by law.
- F. City has the option, at its expense, to increase the number of spaces above 1,243 at the time of construction or at anytime in the future.
- G. City's \$35 million shall not cover costs related to construction of any skywalk, but City agrees to allow a skywalk to be connected to the Parking Structure if Bucks can obtain necessary approvals for the skywalk.
- H. City and Bucks shall enter into a master lease that leases the Parking Structure to Bucks and obligates Bucks to be responsible for operation and maintenance of the Parking Structure. It is understood that a third party professional parking operator will likely be engaged to manage day to day operations of the Parking Structure. City and Bucks shall work together to establish rates at the Parking Structure for monthly/daily parking and parking during events at the Bucks Arena. Under the lease, City shall retain sole rights to arrange for leases, at market rates determined in accordance with the preceding sentence, for any parking spaces above the 1,243 (or 843) spaces reserved for events at the Bucks Arena. The location of such leased spaces shall be subject to Bucks' approval.
- I. When not being used for events at the Bucks Arena, the 1,243 parking spaces in the Parking Structure shall be made available for daily/monthly public parking.
- J. Bucks and City shall split all parking revenues from the Parking Structure on a 50/50 basis after costs of operation and maintenance, including capital repairs, of the Parking Structure are deducted.
- K. Bucks may sell naming rights or corporate sponsorship signage for the Parking Structure and retain all revenue associated with such naming or sponsorship. Any associated signage is subject to City's standard approval requirements, which shall not be unreasonably withheld.
- L. The Parking Structure needs to accommodate the Journal-Sentinel parking lease from 4th & Highland Parcel at market rates.

Developer-Backed TID

City will create a \$20 million tax increment district ("TID") with a boundary as shown on Exhibit 2.

- A. City will finance its \$12 million contribution to the Plaza through the TID.
- B. Bucks will finance \$8 million towards the TID by purchasing tax-exempt revenue bonds from RACM that represent Bucks' \$8 million developer contribution to the TID.
- C. Tax increments actually received by City through the TID shall be used to first repay City for its \$12 million contribution plus cost of borrowing.
- D. Upon City being fully repaid for its \$12 million contribution and borrowing costs, Bucks will be repaid its \$8 million contribution plus 4.5% compounded interest through tax increments actually received by City through the TID.
- E. City shall not enter into any other development agreements in the TID that make another developer superior to Bucks' repayment rights or extend the length of time of Bucks' repayment.
- F. The TID shall last no more than 25 years from its effective date.

Local Retailer Participation – Live Block

- A. Bucks intends to develop retail and entertainment on the Live Block.
- B. Bucks will include 25% of Milwaukee-based retailers as tenants in the Live Block, subject to the tenant availability and ability to pay prevailing market rent rates. Local providers may include Bucks, but portions of the Live Block where Bucks sublease to non-local franchises shall not be counted towards the 25%.

Surface Parking

- A. It is contemplated that Blocks 5 and 6 will be used for temporary surface parking while the Bucks Arena is being constructed as replacement for the current surface parking located on the western half of Block 1 for up to 24 months following completion of the construction staging for the Greater Arena Project and ancillary development on the Park East Land.
- B. City's and Bucks' interests are aligned in developing the Park East Land in an expedient and thoughtful manner.

PERMITTING & ZONING:

- A. City agrees to provide designated contact persons to handle permitting and zoning issues related to the construction of the Bucks Arena, Plaza, Parking Structure and Training Facility.
- B. Detailed Plan Development zoning shall be used for all development within the TID.
- C. Bucks shall be responsible for paying a maximum of \$1 million in costs for permit fees and on-site expedited applications, reviews, inspections and approvals for the Bucks Arena, Plaza, Parking Structure and the Training Facility.

CITY LAND CONTRIBUTIONS:

- A. City shall convey City's Park East Parcel to Bucks by quit claim deed within 30 days after Milwaukee County conveys the Park East Land to Head of the Herd, LLC.
- B. City shall convey the 4th & Highland Parcel to Bucks by quit claim deed.
- C. Both parcels shall be subject to a deed restriction that requires them to be subject to a PILOT agreement.
- D. Bucks shall demolish the parking structure at the 4th & Highland Parcel in accordance with the timeframe established in the construction contract for the Bucks Arena.
- E. Bucks shall exercise good faith efforts to complete construction of the Live Block by the time the Bucks Arena opens.
- F. The timing of paragraphs B, D and E shall be subject to revision based upon coordinated efforts between Bucks and City's Dept. of Public Works as the Greater Arena Project progresses. In addition, City will cooperate with Bucks in land conveyances to minimize income tax and transfer tax consequences.

GENERAL:

This Term Sheet does not constitute a binding agreement. The terms set forth herein and other provisions customary for a transaction of this sort shall be incorporated in one or more agreements among City, RACM and Bucks. Resolutions approving this Term Sheet shall provide for the execution of all additional project documents and instruments necessary to implement the Project.

1050-2014-2970:216380

Exhibit 1
Map identifying the various blocks by number

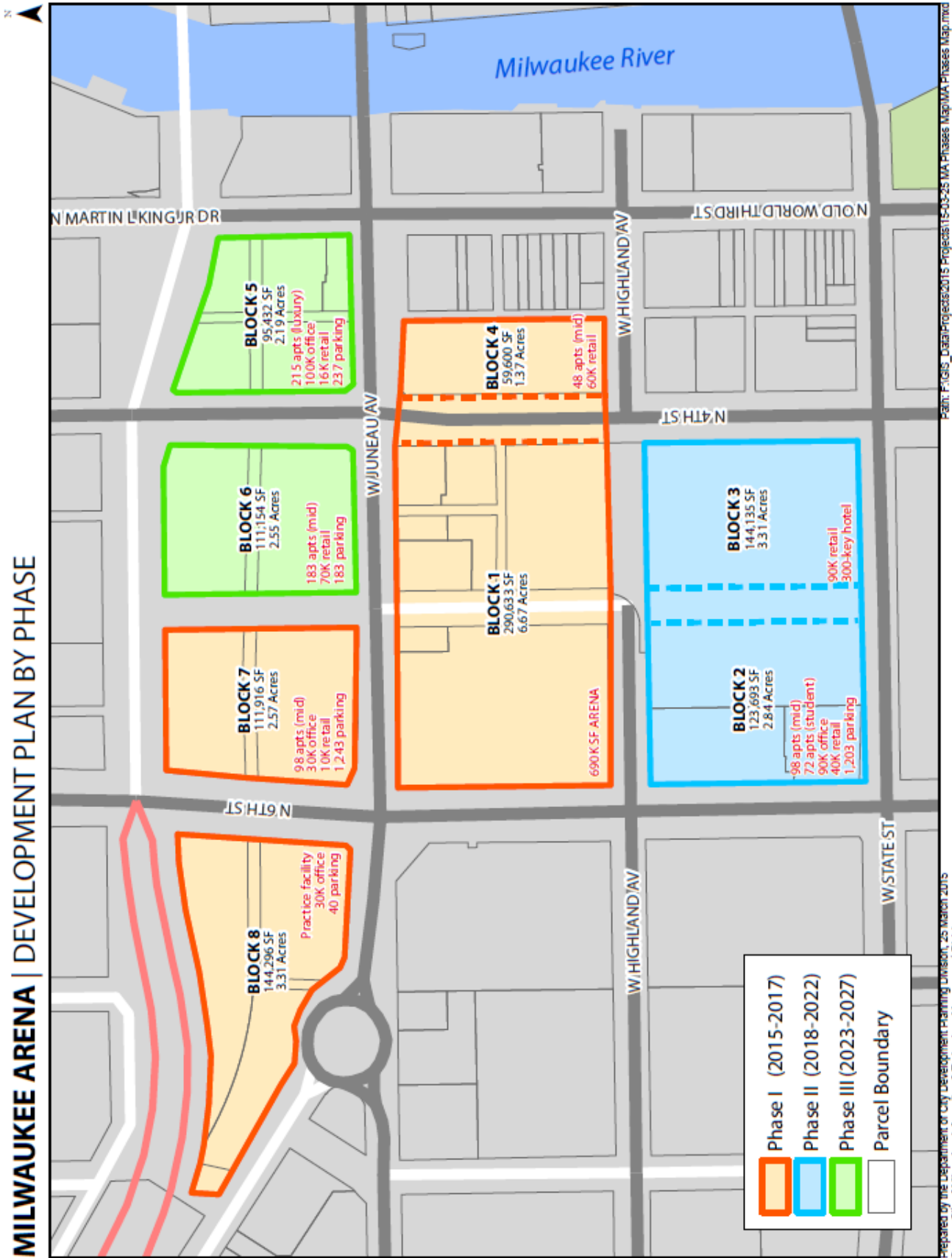
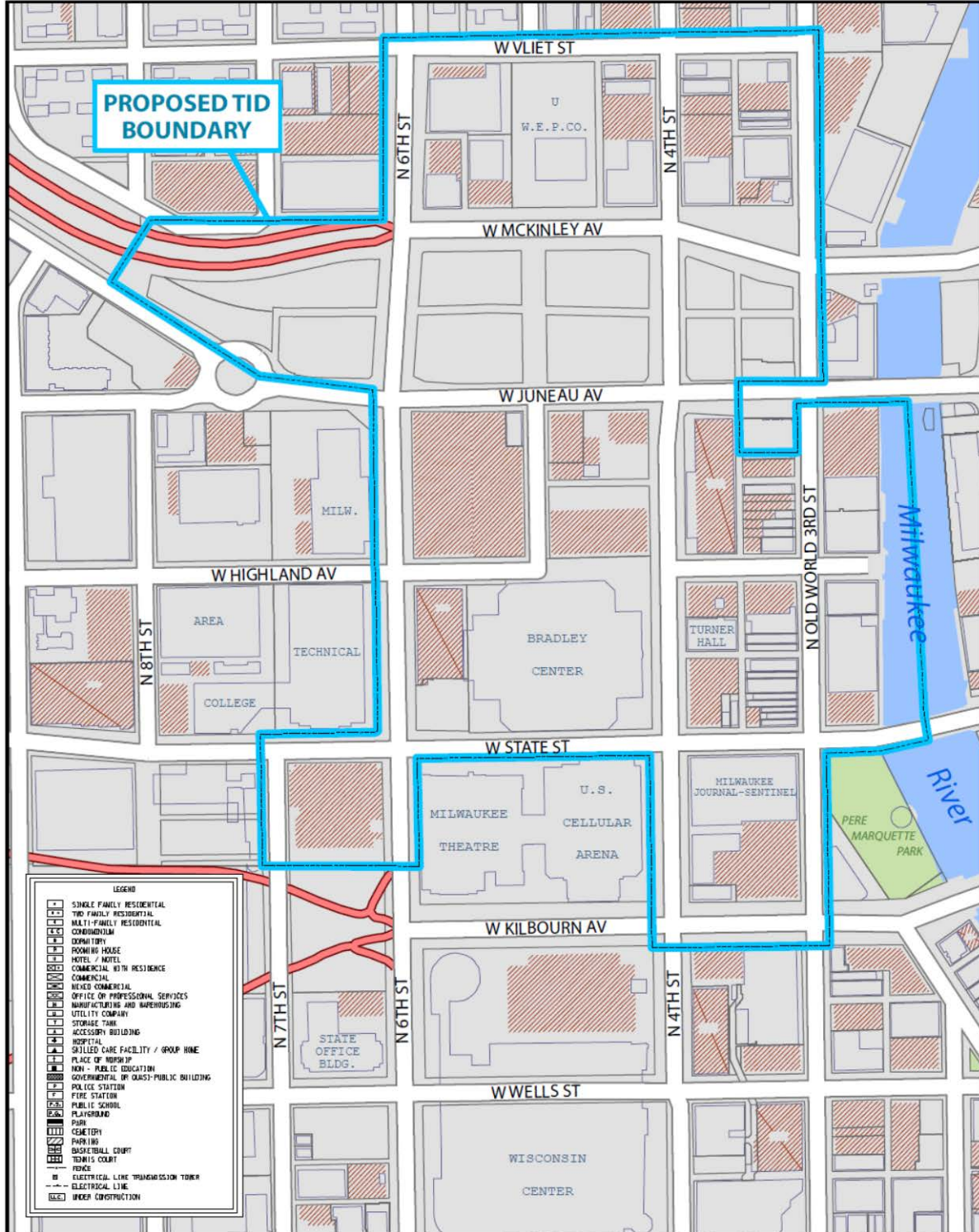
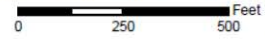


Exhibit 2 TID Boundary

ARENA TID

Prepared by the Department of City Development Planning Division, 26 May 2015
Source: City of Milwaukee Information & Technology Management Division

MAP 1: BOUNDARY AND EXISTING LAND USE



LEGEND	
[Symbol]	SINGLE FAMILY RESIDENTIAL
[Symbol]	TWO FAMILY RESIDENTIAL
[Symbol]	MULTI-FAMILY RESIDENTIAL
[Symbol]	CONDOMINIUM
[Symbol]	COOPERATIVE
[Symbol]	ROOMING HOUSE
[Symbol]	HOTEL / MOTEL
[Symbol]	COMMERCIAL HIGH RESIDENCE
[Symbol]	COMMERCIAL
[Symbol]	RETAIL COMMERCIAL
[Symbol]	OFFICE OR PROFESSIONAL SERVICES
[Symbol]	MANUFACTURING AND WAREHOUSING
[Symbol]	UTILITY COMPANY
[Symbol]	STORAGE YARD
[Symbol]	ACCESSORY BUILDING
[Symbol]	HOSPITAL
[Symbol]	SKILLED CARE FACILITY / GROUP HOME
[Symbol]	PLACE OF WORSHIP
[Symbol]	NON - PUBLIC EDUCATION
[Symbol]	GOVERNMENTAL OR QUASI-PUBLIC BUILDING
[Symbol]	POLICE STATION
[Symbol]	FIRE STATION
[Symbol]	PUBLIC SCHOOL
[Symbol]	PLAYGROUND
[Symbol]	PARK
[Symbol]	CENETERY
[Symbol]	PARKING
[Symbol]	BASKETBALL COURT
[Symbol]	TENNIS COURT
[Symbol]	TRAIL
[Symbol]	ELECTRICAL LINE TRANSMISSION TOWER
[Symbol]	ELECTRICAL LINE
[Symbol]	UNDER CONSTRUCTION

Exhibit 3

Definitions

4th & Highland Parcel means the City-owned parcel of land and parking structure located at 324 West Highland Avenue.

Affiliate means a person, persons or entities directly or indirectly under the same control, ownership or management as the Milwaukee Bucks LLC or Head of the Herd LLC or a person, persons or entities controlling or managing the Milwaukee Bucks LLC or Head of the Herd LLC.

Bradley Center Land means Blocks 2 and 3.

Bucks means Milwaukee Bucks LLC; Head of the Herd LLC; and any Affiliate(s).

Bucks Arena means the basketball arena to be constructed by Bucks on Block 1.

City's Park East Parcel means the City-owned 8,246 sq. ft. parcel of land located on the southeast corner of Block 5 at the intersection of N. 3rd Street and W. Juneau Avenue.

Greater Arena Project means the design and construction of the Bucks Arena and all related facilities including the Plaza, the Live Block, the Live Block Plaza and the Parking Structure.

Live Block means a retail and entertainment facility to be constructed by Bucks on a portion of Block 4 on a separate tax key parcel to be created by a certified survey map of the 4th & Highland Parcel.

Live Block Plaza means a covered pedestrian plaza area adjacent to the Live Block to be constructed by Bucks on a portion of Block 4 on a separate tax key parcel to be created by a certified survey map of the 4th & Highland Parcel.

New Arena Parcel means Block 1.

Park East Land means the County-owned land in Blocks 5, 6, 7 and 8.

Plaza means the open-air, public plaza just east of the proposed Bucks Arena located on vacated 4th Street and the easternmost portion of the New Arena Parcel.

Parking Structure means a new parking structure having a minimum of 1243 parking spaces to be constructed by Bucks on Block 7 and to be owned by City.

Training Facility means the team training facility to be constructed by Bucks on Block 8.

Exhibit 4

List of Preconditions for Project

- A. Passage of State legislation in a form that is satisfactory to the parties
- B. Formation of new WCD Board
- C. Transfer Agreement between Bradley Center and WCD and conveyance of Block 1 to WCD
- D. Negotiation and execution of master arena lease, management and operations agreement between Bucks and WCD approved by NBA
- E. Negotiation and execution of master development / construction oversight agreement between Bucks and WCD, approved by NBA
- F. Engagement of A/E and Contractor by Bucks on terms consistent with WCD and NBA requirements
- G. Park East Land optioned to Head of Herd LLC
- H. Detailed planned development zoning approval for Blocks 1 and 4
- I. WCD passes resolutions to issue necessary debt
- J. City approves TID and development agreement with Bucks

TID 22: BEERLINE 'B'

MAP 3 AMENDED: PROPOSED USES AND IMPROVEMENTS

