



Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Rocky Marcoux
Commissioner
rmarco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov

April 13, 2015

Mr. James R. Owczarski
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a copy of the fully executed Cooperation, Contribution and Redevelopment Agreement between Hovde Realty, Inc., the Redevelopment Authority of the City of Milwaukee and the City of Milwaukee

This agreement was executed pursuant to Common Council Resolution File Nos. 090564, 090688 and 140453.

Sincerely,

Scott A. Stange
Procurement and Compliance Manager
Department of city Development

Enclosure
Cc: Dan Casanova (w/encl)
Mary Schanning (w/encl)



Document Number

COOPERATION, CONTRIBUTION AND
REDEVELOPMENT AGREEMENT

Document Title

**COOPERATION, CONTRIBUTION AND
REDEVELOPMENT AGREEMENT**

Tax Incremental District No. 75

(Florida Lofts)

DUPLICATE
ORIGINAL

Recording Area

Name and Return Address

Mary L. Schanning
Assistant City Attorney
City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

4280303000

Parcel Identification Number (PIN)

Drafted By:
Mary L. Schanning
City Attorneys Office
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

1089-2014-1445:205920

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**COOPERATION, CONTRIBUTION AND
REDEVELOPMENT AGREEMENT**

Tax Incremental District No. 75 – Florida Lofts

THIS AGREEMENT is made as of the ____ day of _____, 2015, by and among the CITY OF MILWAUKEE, a Wisconsin municipal corporation (the “City”), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a public body corporate and politic created and existing under the laws of the State of Wisconsin (“RACM”), and HOVDE REALTY, INC., a domestic business incorporated under the laws of the State of Wisconsin (“Developer”).

RECITALS

1. The City, RACM, and Developer have agreed upon the basic terms for redevelopment of property located at 408 West Florida Street, Milwaukee, Wisconsin, as legally described on **Exhibit A** attached hereto and made a part of this Agreement, (the “Property”); and
2. Developer is an affiliate of Florida Lofts, LLC, a limited liability company existing under the laws of the State of Wisconsin and the owner of the Property; and
3. Developer proposes to undertake the Project, as further defined herein, at the Property which shall include: (a) redeveloping the existing warehouse (the “Building”) into apartments and retail space; (b) establishing a total of 200 parking spaces including 48 spaces in a parking garage that Developer shall construct on the Property (the “Parking Garage”), 26 outdoor spaces, and 126 spaces in the basement, first, and second floors of the Building; (c) constructing the Parking Garage with a green roof and a rooftop plaza that will be open to the public and (d) installing certain streetscape improvements and planting beds in Florida Street; and
4. In Common Council Resolution File No. 090564, adopted September 22, 2009, the City’s Common Council approved a Project Plan and created Tax Incremental District No. 75 (Reed Street Yards) which was amended on November 30, 2011, by the adoption of Common Council Resolution File No. 090688 and further amended on July 22, 2014, by the adoption of Common Council Resolution No. 140453 (as amended, “TID No. 75”) in order to provide for the funding for certain public improvements within TID No 75 including, among other things, street improvements, public parking and bicycle and pedestrian amenities.
5. The Property is located within the boundaries of TID No. 75; and
6. RACM, through the adoption of Resolution No. 10491 on June 19, 2014, authorized execution of this Agreement; and

7. In accordance with the TID No. 75 Project Plan the City, acting through RACM, will provide funds to Developer up to a maximum of \$660,000 (the "Grant") to fund the Public Improvements as further described below; and

8. In order to induce the City and RACM to undertake the activities set forth in this Agreement, Developer is willing to cooperate with the City and RACM in the development of the Project in accordance with the terms of this Agreement; and

9. In order to promote redevelopment of the Property and to assist in the creation of tax base and public improvements attending to such redevelopment, the City and RACM are willing to cooperate with each other and Developer in the redevelopment of the Property in accordance with the terms of this Agreement; and

10. Developer has approved this Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the Parties hereto, the City, RACM and Developer hereby covenant and agree as follows:

ARTICLE 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:

"Agreement" means this Cooperation, Contribution, and Redevelopment Agreement, including all exhibits, as the same may be from time to time modified, amended or supplemented.

"Blight Elimination and Slum Clearance Law" means section 66.1333 of the Wisconsin Statutes, as amended.

"Bridge Foundation" means the foundation, as shown on the Plans and Specifications, necessary to support a future skywalk bridge that will span the railroad right-of-way located adjacent to and north of the Property to connect the Parking Garage to real property on the north side of the railroad right-of-way.

"Building" means the building, historically known as the Coakley Brothers warehouse, located on the Property.

"Certificate of Completion" means a certification, in a form substantially similar to that attached as Exhibit B hereto and made a part of this Agreement, provided to Developer by RACM in accordance with this Agreement.

"Commissioner" means the City's Commissioner of City Development.

"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 Agency, regulations of the Nuclear Regulatory Agency, and regulations of the Wisconsin Department of Natural Resources now or at any time hereafter in effect.

“Executive Director” means the Executive Director of RACM or the Assistant Executive Director of RACM.

“Grant” means TID No. 75 funds up to \$660,000 granted by RACM to Developer to reimburse Developer for actual costs of design and construction of the Public Improvements in accordance with Article III, below.

“Green Roof and Plaza” means the green roof and rooftop plaza to be constructed as part of the Project on the highest level of the Parking Garage that is encumbered by the Public Access Easement.

“Human Resources Agreement” means the agreement contemplated by Article XVI of this Agreement and attached as **Exhibit C**.

“Parking Garage” means the parking structure to be constructed as part of the Project on the west end of the Property adjacent to the Building to include the Green Roof and Plaza and expected to be connected as some time in the future to a skywalk bridge that will span the railroad right-of-way located adjacent to and north of the Property.

“Party” means the City, RACM or Developer as the context may require.

“Parties” means City, RACM, and Developer.

“Plans and Specifications” means design plans and specifications for the Project that have been submitted to and approved by the Commissioner in preliminary form, attached as **Exhibit D**, and which will be submitted to and approved in writing by the Commissioner in final form before Developer begins construction of the Project.

“Project” means all of the items listed in Section 2.1 of this Agreement.

“Project Documents” means the Human Resources Agreement, the Public Parking Easement, the Public Access Easement and such other agreements and documents necessary to fulfill the requirements of this Agreement and to complete the Project.

“Project Plan” means the project plan for TID No. 75, as amended, adopted by City’s Common Council in order to provide for certain costs within TID No. 75.

“Property” means the real property located at 408 West Florida Street, Milwaukee, Wisconsin, as legally described on **Exhibit A**.

“Public Access Easement” means the easement attached as **Exhibit E**.

“Public Improvements” means the Streetscape Improvements, the Bridge Foundation, the 20 public parking spaces subject to the Public Parking Easement and the Green Roof and Plaza.

“Public Parking Easement” means the easement attached as **Exhibit F**.

“Small Business Enterprise” means a business that has been certified by the City’s Office of Small Business Development based on the requirements of section 370-25 of the Milwaukee Code of Ordinances.

“Streetscape Improvements” means Developer installed streetscape improvements and planting beds that will be owned and maintained by Developer in the Florida Street public right-of-way adjacent to the Property consistent with the final Plans and Specifications and acceptable to the City’s Commissioner of Public Works.

“Substantial Completion” means completion of the Project in substantial compliance with the final Plans and Specifications and in a condition that is approved by the Commissioner, and Developer’s compliance with all other requirements of this Agreement.

“Tax Increment Law” means section 66.1105, of the Wisconsin Statutes, as amended.

“Termination Date” means the date this Agreement terminates, which shall be the earliest of: (i) the date RACM issues the Certificate of Completion, (ii) the expiration of TID No. 75, or (iii) the date this Agreement is otherwise terminated in accordance with its terms.

“TID No. 75” means Tax Incremental District No. 75, created by the City’s Common Council in File No. 090564, adopted September 22, 2009, and amended on November 30, 2011, by the adoption of Common Council Resolution File No. 090688 and further amended on July 22, 2014, by the adoption of Common Council Resolution No. 140453 for the purpose of facilitating redevelopment efforts in an area generally known as the Reed Street Yards.

“Unavoidable Delay” means delays caused by adverse weather, acts of God, labor disputes, materials shortages, terrorism, civil unrest, concealed and unknown Property conditions and other causes outside of the control of a Party obligated to perform.

1.2. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The 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.

ARTICLE II

PROJECT DESCRIPTION AND PARTY RESPONSIBILITIES

2.1 Overall Project Description. The Project shall include Developer completing all of the following:

(a) Redeveloping the Building into approximately 98 apartments, 17,000 square feet of retail space and parking;

(b) Establishing a total of 200 parking spaces on the Property including 48 spaces in the Parking Garage, 26 outdoor spaces and 126 spaces in the basement, first, and second floors of the Building;

(c) Constructing the Parking Garage including the Green Roof and Plaza that will be open to the public pursuant to the terms of the Public Access Easement;

(d) Providing 20 parking spaces for public parking pursuant to the terms of the Public Parking Easement;

(e) Installing the Streetscape Improvements in the Florida Street public right-of-way and obtaining a special privilege permit from the City for the Streetscape Improvements pursuant to sec. 66.0425, Stats., and MCO sec. 115-32 and 245.12; and

(f) Constructing the Bridge Foundation.

2.2 RACM Actions. In furtherance of the Project, RACM shall:

(a) Grant the Grant to Developer to be paid in accordance with the terms of this Agreement.

(b) Fulfill all of its other obligations set forth in this Agreement.

(c) Execute and deliver the Project Documents to which it is a party.

2.3 City Actions. In furtherance of the Project, City shall:

(a) Assist Developer in obtaining, as expeditiously as possible, all permits, approvals, variances, licenses, certificates, inspections and consents that may be necessary or desirable to enable Developer to commence and carry out the Project.

(b) Provide \$660,000 to RACM from Tax Incremental Account No. TD07588200 for the purpose of funding the Grant.

(c) Review and approve final Plans and Specifications.

(d) Fulfill all of its other obligations set forth in this Agreement.

(e) Execute and deliver the Project Documents to which it is a party.

2.4 Developer Actions. In furtherance of the Project, Developer shall:

- (a) Design and construct the Project consistent with the final Plans and Specifications and terms of this Agreement.
- (b) Complete construction of the Project by December 31, 2015.
- (c) Grant to the City the Public Access Easement and the Public Parking Easement.
- (d) Comply with the requirements of the Human Resources Agreement.
- (e) Fulfill all of its other obligations set forth in this Agreement.
- (f) Execute and deliver the Project Documents to which it is a party.

ARTICLE III

GRANT

3.1 Background. This Agreement is entered into in furtherance of both the Blight Elimination and Slum Clearance Law and the Tax Increment Law. Under this Agreement:

(a) City agrees to act on behalf of RACM by using its powers, as necessary, to provide for the accomplishment of RACM's redevelopment goals pursuant to sec. 66.1333(13), Stats., and in order to aid RACM's redevelopment activities so that the Grant will qualify as a project cost for TID No. 75 pursuant to sec. 66.1105(2)(f)(1)(h), Stats.

(b) City and RACM agree that the Grant will be deemed to have been made for the purpose of carrying out redevelopment and assisting in a redevelopment project pursuant to the terms of this Agreement.

(c) Developer agrees to cause the Project to be implemented and Substantially Completed pursuant to the terms of this Agreement.

3.2 Findings and Declarations.

(a) City. City makes the following findings and declarations:

- (1) The Property lies within TID No. 75 and exhibits conditions that cause it to be a "blighted area" under the Tax Incremental Law and "blighted property" under the Blight Elimination and Slum Clearance Law, as evidenced by the Project Plan.
- (2) The Grant is a "project cost" under the Tax Increment Law in multiple respects. *First*, it is a contribution made under sec. 66.1333(13), Stats., for the purpose of carrying out redevelopment and assisting in a redevelopment project. *Second*, it is a payment that is necessary or convenient to the creation of the tax incremental district and is made to

implement the Project Plan and effectuate its purposes under sec. 66.1105(2)(f)1.i., Stats. *Third*, the Project includes costs that are valid “project costs” under sec. 66.1105(2)(f)1.j., Stats., for public street amenities within TID No. 75.

- (3) The Grant serves a public purpose by eliminating blighting conditions, enhancing City’s tax base, creating and improving public parking and pedestrian amenities and inducing appropriate redevelopment of the Property.
- (4) The amount of the Grant is the amount determined by City to be necessary to induce the Project.
- (5) City is incurring the Grant as a limited and conditional monetary obligation to pay for “project costs” under the Tax Incremental Law, and the City’s administrative costs in issuing the Grant are “project costs,” within the meaning of sec. 66.1105(2)(f) 1.e., Stats.

(b) RACM. RACM makes the following findings and declarations:

- (1) The Property exhibits conditions that cause it to be blighted under the Blight Elimination and Slum Clearance Law, as evidenced by the Project Plan.
- (2) This Agreement is necessary to effectuate the purposes of the Blight Elimination and Slum Clearance Law.
- (3) City is assisting RACM in improvement and redevelopment of property determined to be blighted.
- (4) It is not necessary for RACM to acquire the Property for the purpose of assisting private improvement, and development of the Property. The Blight Elimination and Slum Clearance Law gives RACM the same duties, powers, and privileges as if RACM had acquired the Property.
- (5) RACM endorses the Grant as a contribution made in furtherance of the Blight Elimination and Slum Clearance Law for the purpose of carrying on redevelopment and assisting in a redevelopment project.

(c) Developer. Developer declares that “but for” the Grant it would not undertake the Project.

3.3 Grant Payments.

(a) The Grant shall be paid as reimbursement for Developer’s actual costs for the design and construction of the Public Improvements in the following not-to-exceed amounts:

Streetscape Improvements	\$150,000
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Bridge Foundation	\$10,000
Public Parking	\$400,000
Green Roof and Plaza	\$100,000

The total reimbursement paid to Developer shall not exceed \$660,000. Invoices for actual costs shall be submitted by Developer to the Executive Director for review and approval on such forms and with such backup information as the Executive Director shall reasonably request, which approval shall not be unreasonably delayed or denied. Only design and construction costs for the Public Improvements actually incurred by the Developer will be approved for reimbursement. The Grant shall not reimburse for costs related to a developer's fee or other such oversight fees payable to Developer or its employees for the Project.

(b) Payment to Developer shall be made by RACM for each Public Improvement as it is completed so long as Developer is in compliance with all terms of this Agreement and the design and construction of the Public Improvements are consistent with the final Plans and Specifications as determined by the Executive Director.

3.4 Termination. RACM has no obligation to make payments of the Grant if this Agreement terminates; as provided in Article XI or Section 19.4.

3.5 Adjustments Upon Occurrence of an Event of Default by Developer. If an Event of Default by Developer occurs and is continuing, then, subject to prior written notice from the Executive Director, RACM shall have no further obligation to make Grant payments to Developer until such time that the Event of Default has been cured. If the Event of Default is not cured and the Project does not reach Substantial Completion, Developer shall repay all Grant payments already made by RACM within 60 days of receiving written request by the Executive Director.

ARTICLE IV

PUBLIC EASEMENTS

4.1 Developer hereby conveys to the City a permanent, nonexclusive public access easement pursuant to the terms of the Public Access Easement attached as **Exhibit E** (the "Public Access Easement") upon, to and across the Green Roof and Plaza.

4.2 Developer hereby conveys to the City a permanent public parking easement pursuant to the terms of the Public Parking Agreement attached as **Exhibit F** (the "Public Parking Easement") for 20 parking spaces in the Parking Garage.

4.3 The Public Access Easement and Public Parking Easement shall survive the termination and expiration of this Agreement, shall run with the land and shall be binding on and shall inure to the benefit of the Parties and to their respective successors and assigns.

ARTICLE V

INSPECTIONS

5.1 Developer and its contractors and subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this paragraph shall create or affect any relationship between City or RACM, on the one hand, and any contractor or subcontractor employed by Developer, on the other hand, in construction of the Project.

5.2 RACM may make reasonable inspections of the Project, including but not limited to inspections on behalf of RACM by City's Department of Public Works, Department of City Development and Department of Neighborhood Services, during construction, provided that such inspections do not interfere with the progress of the Project. In order to allow RACM and City agencies to undertake these inspections in a meaningful fashion, Developer shall provide RACM with any change orders and shop drawings relating to the Project.

5.3 In the event that the Executive Director determines, as a result of such inspections, that Developer's contractors or subcontractors are not constructing the Project in accordance with the final Plans and Specifications, the Executive Director shall promptly inform Developer of such noncompliance and Developer shall, as soon as reasonably possible, require its contractors or subcontractors to remedy such noncompliance. The Executive Director may withhold payment of the Grant until such corrective measures are completed and the noncompliance cured in a satisfactory manner.

ARTICLE VI

ENVIRONMENTAL MATTERS

6.1 Developer covenants and agrees to indemnify and hold RACM and City, their officers, employees, officials and agents harmless from and against any and all claims, damages, costs, expenses (including reasonable legal, consulting and engineering fees) and awards of every type and nature arising in connection with the activities of Developer (or other persons acting under Developer's direction or control) that constitute violations or alleged violations of Environmental Laws.

6.2 RACM, City and Developer agree to provide to each other Party, immediately upon receipt, copies of any notice, pleading, citation, indictment, complaint, order, decree, correspondence or other document, from any source, asserting or alleging a circumstance or condition which:

- (a) constitutes a violation of any Environmental Laws at the Property;
- (b) requires or may require a clean-up, removal, remedial action or other response by or on the part of Developer under Environmental Laws; or
- (c) seeks damages or penalties (civil, criminal or punitive) from RACM, City or Developer for an alleged violation of Environmental Laws.

ARTICLE VII

CERTIFICATE OF COMPLETION

Promptly after Substantial Completion of the Project, Developer shall provide RACM with a copy of the occupancy permit for the Property and signed certification from its architect stating that the Project, as constructed, is in compliance with the final Plans and Specifications. Upon receiving this documentation, RACM shall furnish Developer with a Certificate of Completion in substantially the same form as attached as **Exhibit B**. The Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants and agreements listed in this Agreement, except those terms that have a different termination date or that run with the land as described in this Agreement. The Certificate of Completion shall be in recordable form.

ARTICLE VIII

RESTRICTIONS ON USE

Developer agrees to:

8.1 Devote the Property only to uses compatible with the applicable zoning, but shall not be precluded in any way from thereafter changing the use of the Property in any manner consistent with applicable ordinances, covenants, or waivers related to applicable ordinances or covenants; and

8.2 Not discriminate upon the basis of race, color, creed, sex, national origin or sexual orientation in the sale, lease or rental, use or occupancy of any portion of the Property, or any improvements located or to be located thereon.

ARTICLE IX

PROHIBITION AGAINST TRANSFER OF PROPERTY WITHOUT RACM CONSENT

Developer, or its subsidiary Florida Lofts, LLC, has not made or created, and will not, prior to the issuance of the Certificate of Completion, make or create or suffer to be made or created any partial or total sale, assignment, conveyance, lease, trust or power or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Executive Director (which approval shall not be unreasonably withheld) unless Developer remains liable and bound by this Agreement in which event the Executive Director's approval is not required. Notwithstanding the foregoing, Developer or Florida Lofts, LLC may: (i) collaterally assign this Agreement to Developer's mortgage lender, if any, or (ii) assign or transfer all or any portion of the Property and all or any portion of its rights under this Agreement to an entity in which Developer owns an interest and is a general partner, managing member or controlling shareholder, as the case may be. Any transfer described in this Article IX shall be subject to the provisions of this Agreement. Developer shall provide written notice to RACM prior to any assignment or transfer, of any nature, under this Article IX.

ARTICLE X

DEFAULT PROVISIONS

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 Agreement.

10.1 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 and the continuance thereof for 30 days following receipt of written notice from another Party specifying such default and requesting that it be corrected.

10.2 Any Party shall:

- (a) Become insolvent; or
- (b) Be unable or admit in writing its inability to pay its debts as they become due, or
- (c) 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; 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 appointed for any of its assets (with or without consent) and such receiver shall not be discharged within 60 days after appointment; or
- (i) Otherwise become the subject of any federal or state bankruptcy or insolvency proceedings.

ARTICLE XI

REMEDIES

If an Event of Default shall occur, and after notice and the period to cure as provided for in this Agreement, the aggrieved Party may terminate this Agreement and/or pursue any available remedy, either at law or in equity, against the Party in default including but not limited to withholding disbursement of payments provided for in this Agreement.

ARTICLE XII

INSURANCE

Developer shall provide, or cause to be provided, general liability insurance in the types and amounts set forth on **Exhibit G** attached hereto and made a part of this Agreement. Developer shall furnish RACM and City a certificate or certificates of insurance naming RACM and City as additional insureds with respect to the insurance provided pursuant to this Article XII. The certificates shall provide that the insurance company will furnish RACM and City with a 30 day written notice of cancellation, non-renewal or material change. Developer's obligations with respect to this Article XII shall terminate with the issuance of the Certificate of Completion.

ARTICLE XIII

INDEMNIFICATION

Developer agrees to indemnify and hold harmless RACM and City, their officers, employees, officials and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable attorney fees) and liabilities arising from, in connection with, or as a result of the operation, construction or maintenance of the Project or any actions of Developer undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the Indemnified Parties against their own default, negligence or misconduct. The indemnification covenants made by Developer in this Article XIII shall terminate upon the issuance of the Certificate of Completion; provided that said covenants shall continue to be effective thereafter with respect to all claims, whenever asserted, which are based on acts, omissions or other events which occurred prior to the issuance of the Certificate of Completion.

ARTICLE XIV

UNAVOIDABLE DELAYS

No Party to this Agreement, or a Party's successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of an Unavoidable Delay applicable to that Party. The time for the performance of an obligation under this Agreement which is subject to an Unavoidable Delay shall be extended by a period of time commensurate with the extent of the delay caused by the Unavoidable Delay or as otherwise mutually-agreed upon by Developer, City and RACM.

ARTICLE XV

CONFLICT OF INTEREST: REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, agent or employee of RACM or City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, official, agent or employee participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such

person is, directly or indirectly, interested. No member, official, agent or employee of RACM or City shall be personally liable to Developer, or any successor in interest in the event of any default or breach by RACM or City or for any amount which may become due to Developer, under the terms of this Agreement.

ARTICLE XVI

HUMAN RESOURCES

With regard to the design and construction of the Parking Garage and Streetscape Improvements, Developer shall comply with the requirements set forth in the Human Resources Agreement attached hereto as **Exhibit C** which shall require best efforts for utilization of certified Small Business Enterprises for 25% of construction costs, purchase of services and supplies and for professional services; best efforts for utilization of unemployed and underemployed residents for no less than 40% of the total "worker hours" expended on construction; and compliance with applicable state and municipal labor standards.

ARTICLE XVII

RECORDS

17.1 Developer shall keep accurate, full and complete books and accounts with respect to the costs of implementing the Public Improvements and shall include a provision in all its contracts for the Public Improvements requiring its contractors and subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years subsequent to Substantial Completion of the Project.

17.2 City's Comptroller shall have the right, upon reasonable notice to Developer, its contractors or subcontractors as the case may be, to examine the books and accounts of Developer, its contractors or subcontractors relating to the Public Improvements during normal business hours.

ARTICLE XVIII

NOTICES

Any written notice required to be sent to any Party shall be forwarded to the following, as applicable:

City:

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

RACM:

Redevelopment Authority of the City of Milwaukee

809 North Broadway
Milwaukee, WI 53202
Attn: Executive Director/Secretary

With a copy to:

Office of City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202
Attn: Mary L. Schanning

Developer:

Hovde Realty, Inc.
122 West Washington Avenue, Suite 350
Madison, WI 53703
Attn: Michael F. Slavish

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Limitations of Waivers. If any term contained in this Agreement should be breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same or other or any future breach hereunder on any other occasion. No remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by virtue of other contracts. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle any Party to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be expressly required by this Agreement.

19.2 Amendments. This Agreement shall not be amended, changed, modified, altered or terminated without the written consent of Developer, the City and RACM.

19.3 Successors. It is intended and agreed that, for the period specified in this Agreement, the covenants of Developer, as sole member of Florida Lofts, LLC, provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, RACM and City, against Developer or any successor to Florida Lofts, LLC's interest in the Property.

19.4 Governing Law and Termination. The laws of the State of Wisconsin shall govern this Agreement. This Agreement shall terminate on the Termination Date or may be terminated

earlier by Developer at any time prior to the disbursement of any of the Grant by RACM to Developer.

19.5 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, in all cases because the provision conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

19.6 Approvals. Whenever this Agreement requires the consent or approval of RACM or allows the discretion of RACM to 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 Commissioner shall have the authority to provide such consent or approval or to exercise such discretion. Any and all approvals and consents required of any Party hereunder shall not be unreasonably withheld or unduly delayed and shall be granted or withheld consistent with the agreements of the Parties set forth in this Agreement with respect to the nature and scope of the development of the Project.


19.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile; provided that the Party provides an original of the facsimile signature to each other Party within five calendar days of transmission of the facsimile signature.

19.8 Recording. Any Project Documents to be recorded with the Register of Deeds Office shall be recorded at Developer's expense.

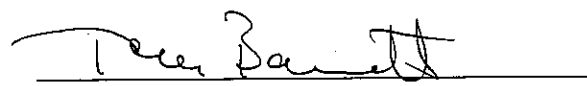
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.


SIGNATURES ON NEXT PAGE

HOVDE REALTY, INC.


By: 
Michael F. Slavish, President

CITY OF MILWAUKEE


Tom Barrett, Mayor

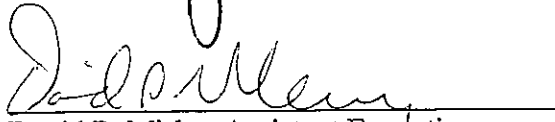

James R. Owczarski, City Clerk

COUNTERSIGNED:

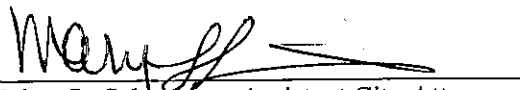

for Martin Matson, Comptroller ^{mmp} _{3/31/15}

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**


William J. Schwartz, Chair


David P. Misky, Assistant Executive
Director/Secretary

Signatures of Tom Barrett, Mayor; James R. Owczarski, City Clerk; and Martin Matson, Comptroller,
authenticated this 9th day of April, 2015.

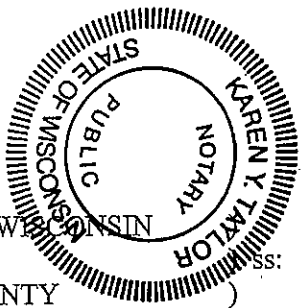

Mary L. Schanning, Assistant City Attorney
State Bar No. 1029016

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 5 day of March, 2015, William J. Schwartz and David P. Misky, who acknowledged themselves to be the Chairperson and Assistant Executive Director-Secretary, respectively, of the Redevelopment Authority of the City of Milwaukee, a Corporation, and that they, as such officers, of said Corporation being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of said Corporation and as such officers caused the corporate seal to be hereunto duly affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL



STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Karen Y. Taylor
Notary Public
Milwaukee County
My commission May 2, 2017

Personally came before me this 23rd day of February, 2015, Michael F. Slavish of the above-named Hovde Realty, Inc., to me known to be the person who executed the foregoing instrument and to me known to be the President of said company, and acknowledged that he executed the foregoing instrument as such officer.

MICKEY N. CONRAD
Notary Public
State of Wisconsin

Mickey N. Conrad
Name: Mickey N. Conrad
Notary Public, State of Wisconsin
My Commission is permanent.

1089-2014-1445:205920

EXHIBIT A

Description of Property

PARCEL A

The South 12.5 feet of Lot 4, together with the West ½ of vacated Greenbush Street adjoining said Lot 4, all of Lots 5 and 6, together with the West 70 feet of vacated Greenbush Street, adjoining said Lots 5 and 6, all of Lots 7 and 8 and the South 12.5 feet of Lot 9, together with the vacated alley formerly running through all of said premises, all in Block 14, in Walker's Point, being part of the Northeast ¼ of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL B

Being a part of vacated South 5th Street from West Florida Street north to the Soo Line Railroad Company right-of-way as vacated by Document Number 10366437, located in the NE ¼ of Section 32, Township 07 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more fully described as follows:

Beginning at the Southeast corner of said vacated South 5th Street, said point also being the Southwest corner of Block 14, Walker's Point, a recorded subdivision in the NE ¼ of said Section 22; thence S89°09'49"W along the South line of said vacated South 5th Street, 37.50 feet to the centerline of said vacated South 5th Street; thence N01°03'41"W, along said centerline and its northerly extension thereof, 112.50 feet; thence N89°09'49"E, 37.50 feet to the easterly line of said vacated South 5th Street and the westerly line of said Block 14; thence S01°03'41"E along said westerly line of Block 14, 112.50 feet to the point of beginning. Said description contains 4,219 square feet more or less.

EXHIBIT B

CERTIFICATE OF COMPLETION

Document Number

Document Title

CERTIFICATE OF COMPLETION

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Project:

Property 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 Property 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 Redevelopment Agreement (Florida Lofts) dated as of _____, 2015 (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 Hovde Realty, Inc. and its successors and assigns to construct improvements on the Property.

ISSUANCE OF THIS CERTIFICATE shall mean that the Property may be conveyed, mortgaged or leased and that any party purchasing or leasing the Site shall not incur any obligation with respect to the construction of improvements on the Property 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 Property that it might otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provision of the Agreement.

Approved by the Agency on _____, by passage of Resolution No. _____.

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

(SEAL)

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

William J. Schwartz, Chair

David P. Misky
Assistant Executive Director-Secretary

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, _____, William J. Schwartz, Chair, and David P. Misky, 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 Mary L. Schanning, Assistant City Attorney.

Exhibit C

Human Resources Agreement

HUMAN RESOURCES AGREEMENT

(FLORIDA LOFTS – TID NO. 75)

This Human Resources Agreement (“Agreement”) is entered into as of April 9, 2015, by and between the City of Milwaukee (“CITY”), and Hovde Realty, Inc, a domestic business incorporated under the laws of the State of Wisconsin, (“DEVELOPER”).

WHEREAS, the parties to this Agreement acknowledge and understand that this Agreement is executed in conjunction with the Cooperation, Contribution and Redevelopment Agreement dated even herewith (“Development Agreement”) executed by the parties in connection with the implementation of the Project in TID No. 75, as those terms are defined in the Development Agreement;

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the utilization of SBEs (defined below), in Chapters 355 and 370 of the Milwaukee Code of Ordinances (“MCO”); and

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the utilization of CITY residents in MCO §355-7; and

WHEREAS, DEVELOPER acknowledges that approval and execution of the Development Agreement was conditioned upon the DEVELOPER, its affiliates and their agents, agreeing to meet the requirements of this Agreement with respect to the development of the Parking Garage and Streetscape Improvements, as those terms are defined in the Development Agreement, portions of the Project.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

1. SMALL BUSINESS ENTERPRISE (“SBE”) is a business that has been certified by the City of Milwaukee Office of Small Business Development (the “SBE Office”) based on the requirements of MCO § 370-25.

2. JOINT VENTURE is an association of two or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.

3. PROJECT means the design and construction of the Parking Garage and Streetscape Improvements as part of the Florida Lofts Project, as more particularly described in the Development Agreement.

4. PROJECT COSTS means all costs of the PROJECT, but less and excluding all costs associated with the purchase, lease or right to use any land; permit fees paid to CITY or any other governmental entity or quasi-governmental entity; utility company fees; financing and interest expenses; insurance premiums; work within trades for which there is no available SBE participation; other work not contracted through DEVELOPER and over which DEVELOPER does not have direction or control in the selection of contractors or material providers for the same; and other costs approved by DEVELOPER and the SBE Office, with such approval not being unreasonably withheld. DEVELOPER or its representatives and the SBE Office shall meet and confer to determine the eligible PROJECT COSTS for such phase or portion of the PROJECT.

5. RPP means CITY’s Resident Preference Program as described in MCO §355-7.

II. SMALL BUSINESS ENTERPRISE PROGRAM

DEVELOPER shall, in developing and constructing the PROJECT, use Best Efforts, as defined in this Section II, to utilize SBEs for no less than 25% of the total PROJECT

construction costs including the amounts expended for the purchase of non-professional services and supplies and 25% of the amounts expended for the purchase of professional services for the PROJECT deemed eligible pursuant to SBE guidelines, as summarized in **Exhibit A “Categories of Work.”**

A. “Best Efforts,” when exercised by DEVELOPER in conjunction with the SBE requirements for the PROJECT, is defined as DEVELOPER completing all of the following activities:

1. Advertise in general circulation and trade association media, as well as in community newspapers regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance. Complete **Exhibit B “SBE Marketing Plan – Publications/Advertising Contacts”** and submit it to the SBE Office.
2. Provide interested SBEs and the agencies listed in **Exhibit C “SBE Marketing Plan – Community Agency Contacts”** with adequate information about the PROJECT plans, specifications, and contract/subcontract requirements at least two weeks prior to the date the contract bidding process commences. DEVELOPER shall document Community Agency Contacts by completing the Contact Sheet attached as **Exhibit C1 “SBE Contact Sheet”** and submitting the completed Contact Sheet to the SBE Office prior to commencement of the bidding process.
3. Complete and submit **Exhibit D “Form A – Contractor Compliance Plan”** to the SBE Office upon execution of the prime contractor’s contract, if any, or upon commencement of construction.
4. Conduct pre-bid or selection conferences and a walk-through at least two weeks in advance of the date that bids are due.
5. Provide written notice of the PROJECT to all pertinent construction trade and professional service SBEs listed in the current City of Milwaukee Directory soliciting their services in sufficient time (at least two weeks) to allow those businesses to participate effectively in the contract bidding or selection process. To identify SBEs for the PROJECT, utilize the current *Official City of Milwaukee SBE Directory* published by CITY’s SBE Office. The directory can be accessed on-line at:

<https://milwaukee.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=milwaukee&XID=2276>

6. Follow-up with SBEs who show an interest in the PROJECT during the initial solicitation process and document contact with SBE firms using **Exhibit E “SBE Solicitation Form.”**
7. Select trade and professional service areas for SBE awards wherein the greatest number of SBEs exist to perform the work, thereby increasing the likelihood of contracts or subcontracts being awarded to SBEs. Where appropriate, split contracts or subcontracts into smaller, economically feasible units to facilitate SBE participation.
8. Negotiate in good faith with interested SBEs, not reject SBE bids or proposals as unqualified or too high without sound reasons based on a thorough review of the bid or proposal submitted and maintain documentation to support the rejection of any SBE bid or proposal. Bids that are not cost effective and/or are not consistent with the PROJECT schedule will be considered “rejectable.” Rejected bids or proposals shall be documented on **Exhibit F “SBE Rejection of Bid or Proposal Form.”**
9. Utilize the services available from public or private agencies and other organizations for identifying SBEs available to perform the work.
10. Include in the PROJECT bid, RFP or selection documents and advertisements an explanation of PROJECT requirements for SBE participation to prospective contractors and subcontractors.
11. As necessary and whenever possible, facilitate the following:
 - (a) Joint ventures, limited partnerships or other business relationships intended to increase SBE areas of expertise, bonding capacity, credit limits, etc.
 - (b) Training relationships
 - (c) Mentor/protégé agreements

B. If DEVELOPER completes the aforementioned activities it shall be deemed that DEVELOPER has acted in “good faith” and has satisfied the requirement for using Best Efforts for SBE participation for the PROJECT.

C. If at any point during the term of this Agreement, DEVELOPER meets or exceeds the 25% requirement for SBE participation for the construction, including supplies and non-professional services, of any phase or portion of the PROJECT or the 25% requirement for SBE participation for the purchase of professional services for any phase or portion of the PROJECT,

whether commenced before or after the date hereof, it shall be deemed that DEVELOPER has achieved or exceeded CITY's SBE requirement with respect to the Project, for the purposes of fulfilling the terms of this Agreement.

D. Contract or subcontract amounts awarded to SBE suppliers, that do not manufacture products they supply, may only be counted for up to 20% of the 25% SBE participation requirement.

III. RESIDENT PREFERENCE PROGRAM

DEVELOPER shall, in developing and constructing the PROJECT, use Best Efforts, as defined in this Section III, to utilize unemployed or underemployed residents, as defined in sec. 355-1.3. of the MCO, for no less than 40% of the total "worker hours" expended on "Construction," as defined in sec. 309.41 of the MCO,¹ included in PROJECT COSTS but less and excluding all non-Construction PROJECT COSTS.

A. "Best Efforts," when exercised by DEVELOPER in conjunction with the RPP requirements for the PROJECT, is defined as DEVELOPER completing all of the following activities:

1. Listing and causing contractors and sub-contractors to list open positions with any first source hiring agency specified by the SBE Office.
2. Disseminating information provided by the SBE Office to all contractors and sub-contractors on how to recruit unemployed and underemployed residents.
3. Listing and causing contractors and sub-contractors to list job openings with Wisconsin Job Service, W-2 agencies and other agencies as specified by the SBE Office.
4. Working in cooperation with CITY to identify and implement any other activities and steps to maximize utilization of unemployed and underemployed residents on the Project.

¹ The definition of "Construction" shall mean "Construction" as defined in sec. 309.41 of the MCO, but as modified to reflect the private nature of the PROJECT.

5. Disseminating the Employee Affidavit form, attached as **Exhibit G**, to all contractors and sub-contractors for their use in documenting RPP compliance.

B. If DEVELOPER completes the aforementioned activities it shall be deemed that DEVELOPER has acted in "good faith" and has satisfied the requirement for using Best Efforts for RPP participation for the PROJECT.

C. Prior to the commencement of the PROJECT, DEVELOPER or its representatives and the SBE Office shall meet and confer to determine the eligible PROJECT COSTS, which are Construction costs subject to the RPP requirement. If at any point during the term of this AGREEMENT, DEVELOPER meets or exceeds the 40% RPP requirement in conjunction with the PROJECT, it shall be deemed that DEVELOPER has achieved or exceeded CITY's RPP requirement with respect to the PROJECT.

D. DEVELOPER shall file the reports attached as **Exhibit H "Construction RPP Hours Calculation"** to evidence compliance with RPP requirements with the SBE Office. All RPP reports shall be accompanied by supporting Employee Affidavits, in the form attached as **Exhibit G**.

IV. SBE AND RPP REPORTING

DEVELOPER agrees to report to the SBE Office on DEVELOPER's utilization of SBEs and RPP in its contracting activities for the PROJECT, pursuant to Chapters 355 and 370 of the MCO and in accordance with the requirements of this Agreement. In order to monitor the PROJECT's SBE and RPP worker participation, CITY requires, and DEVELOPER agrees to take the following steps:

- A. Provide a list of all categories of work for each phase or portion of the PROJECT, with budget allowances, for which bids will be solicited and highlight those categories, based upon DEVELOPER's knowledge and experience, which are conducive to SBE participation.
- B. Provide the SBE Office with documentation supporting efforts extended to solicit bids from SBEs. Upon request, DEVELOPER shall make information related to SBE bids available to the SBE Office.

- C. Submit an SBE Monthly Report to the SBE Office on or before the 20th of each month, or a quarterly report with the approval of the SBE Office, on the form attached as **Exhibit I “Form D – SBE Monthly Report.”**
- D. Submit an RPP Report to the SBE Office on or before the 20th of each month, or a quarterly report with the approval of the SBE Office, regarding achievement of RPP standards for the duration of construction of the PROJECT. The form attached as **Exhibit H** shall also be used for said reports.
- E. Complete and submit a final **Exhibit H, Exhibit I and Exhibit J “SBE Subcontractor Payment Form”** to the SBE Office upon completion of all construction of the PROJECT.

V. LABOR STANDARDS AND WAGES.

DEVELOPER shall comply with all applicable state and municipal labor standards provisions on the PROJECT including, but not limited to, living wage requirements of MCO §355-13-3.

VI. CITY ADMINISTRATION.

The SBE Office shall have primary responsibility for the administration of this Agreement as well as primary monitoring and enforcement authority for the programs and activities encompassed by this Agreement. In exercising its responsibilities under the Agreement, the SBE Office shall use good faith and act in a reasonable manner. Notwithstanding the foregoing, the SBE Office shall make all information and data collected pursuant to this Agreement available to CITY’s Department of City Development, and Comptroller in order to allow fulfillment of their respective responsibilities with respect to the programs and activities encompassed by this Agreement. CITY’s Department of City Development, and Comptroller shall cooperate with and assist the SBE Office in the administration of this Agreement.

VII. DEVELOPER ADMINISTRATION.

DEVELOPER may retain a person or firm reasonably acceptable to the SBE Office, to act as DEVELOPER’s consultant and to assist in record keeping, collection of information and

the filing of all reports necessary to demonstrate compliance with the requirements of this Agreement. DEVELOPER shall also comply with the reporting requirements set forth in Section IV of this Agreement.

VIII. AUDIT RIGHTS.

DEVELOPER shall keep or cause others under its control, including its contractors and subcontractors to keep accurate, full and complete books and accounts with respect to costs of developing, constructing, and completing the PROJECT and carrying out the duties and obligations of DEVELOPER hereunder. All the books and accounts required to be kept hereunder shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years.

IX. PUBLIC RECORDS.

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Both parties understand that the CITY is bound by Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. DEVELOPER acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and DEVELOPER must defend and hold the City harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven years from the date of this Agreement.

X. NOTICES.

All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

A. To the CITY: SBE Program Office
City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202
Attn: Director

With a copy to: Department of City Development
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner

B. To DEVELOPER: Hovde Realty, Inc.
122 West Washington Avenue, Suite 350
Madison, WI 53703
Attn: Michael F. Slavish

XI. SANCTIONS.

In the event that any document submitted to CITY by DEVELOPER or a contractor or subcontractor of DEVELOPER contains false, misleading or fraudulent information or demonstrates non-compliance with the requirements of this Agreement, the SBE Office may seek remedies available at law and in equity including specific performance and/or prosecution under § 370-9 MCO. Any violation of this Agreement shall constitute a default under the Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Human Resources Agreement as of the 9th day of April, 2015.

HOVDE REALTY, INC.

By: 

Michael F. Slavish, President

CITY OF MILWAUKEE

By: 

Tom Barrett, Mayor

By: 

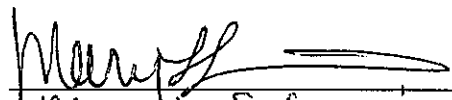
James R. Owczarski, City Clerk

By: 

Martin Matson, City Comptroller

mmb
3/31/15

Approved as to form and execution and content
this 9th day of April, 2015



Mary L. Schanning
Assistant City Attorney

1089-2014-1445:206390

EXHIBIT A
CATEGORIES OF WORK

CATEGORIES OF WORK
CONSTRUCTION BUDGET FOR
_____ PROJECT

<u>WORK DESCRIPTION</u>	<u>GENERAL</u>	<u>SUPPLIER ITEMS</u>
SITE PREPARATION:		
DEMOLITION	\$0.00	
EXCAVATION	\$0.00	
SOIL HAULING & DISPOSAL	\$0.00	
STORMWATER MANAGEMENT SYSTEM	\$0.00	
OTHER SITE:	\$0.00	
 BUILDING CONSTRUCTION:		
FOOTINGS & FOUNDATION	\$0.00	
FLOOR SLAB	\$0.00	
STRUCTURAL STEEL**	**	\$0.00
GLAZING	\$0.00	
MASONARY	\$0.00	
ROOFING	\$0.00	
ROUGH CARPENTRY	\$0.00	
FINISH CARPENTRY	\$0.00	
DOORS, FRAMES & MILLWORK	\$0.00	
HVAC EQUIPMENT**	**	\$0.00
PLUMBING	\$0.00	
FIRE PROTECTION	\$0.00	
ELECTRICAL	\$0.00	
DRYWALL	\$0.00	
CEILINGS	\$0.00	
FLOORING	\$0.00	
CERAMIC TILE	\$0.00	
LIGHTING	\$0.00	
PAINTING/INTERIOR FINISH	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
 SITE IMPROVEMENTS:		
PAVING	\$0.00	
LATERALS/CATCH BASIN	\$0.00	
LANDSCAPING	\$0.00	
FENCING	\$0.00	
OTHER:	\$0.00	

TOTAL HARD COSTS

\$0.00

\$0.00

PROFESSIONAL SERVICES

ARCHITECTUAL

\$0.00

ENGINEERING

\$0.00

LEGAL SERVICES

\$0.00

SURVEY

\$0.00

ENVIRONMENTAL

\$0.00

GENERAL CONTRACTOR

\$0.00

CONSTRUCTION MANAGER

\$0.00

OTHER:

\$0.00

TOTAL PROFESSIONAL SERVICES

\$0.00

COST SUMMARY & SBE CALCULATIONS

CATEGORY RATE SBE REQUIREMENT

CONSTRUCTION EXCLUDING SUPPLIER
ITEMS

\$0.00 25% \$0.00

SUPPLIER AMOUNT **

\$0.00 25% \$0.00

PROFESSIONAL SERVICES

\$0.00 25% \$0.00

TOTAL SBE REQUIREMENTS

\$0.00

EXHIBIT B

SBE MARKETING PLAN - PUBLICATIONS/ADVERTISING CONTACTS

PUBLICATIONS/ADVERTISING CONTACTS

Milwaukee Times
(Published weekly)
1938 N Dr Martin Luther King Dr
Milwaukee, WI 53212
Tele. No: (414) 263-5088
Fax: (414) 263-4445
Contacted _____yes _____no
Contact Person _____
Date and Time _____

The Milwaukee Courier
(Published weekly)
6310 N. Port Washington Road
Milwaukee, WI 53217
Tele No: (414) 449-4860
Fax: (414) 906-5383
Contacted _____yes _____no
Contact Person _____
Date and Time _____

Milwaukee Community Journal, Inc.
(Published twice weekly)
3612 North King Drive
Milwaukee, WI 53212
Tele No: (414) 265-5300
Fax: (414) 265-1536
Contacted _____yes _____no
Contact Person _____
Date and Time _____

Daily Reporter
(Published daily M-F)
225 E. Michigan St.
Suite 540
Milwaukee, WI 53202
Tele No: (414) 276-0273
Fax: (414) 276-8057
Contacted _____yes _____no
Contact Person _____
Date and Time _____

Spanish Journal

(Published weekly)

611 West National Avenue, Suite 316

Milwaukee, Wisconsin 53204

Tele No: (414) 643-5683

Fax: (414) 643-8025

Contacted _____yes _____no

Contact Person _____

Date and Time _____

Exhibit D



CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - CONTRACTOR COMPLIANCE PLAN

Please list all proposed subcontractor(s) and/or material suppliers for this project.

I. GENERAL INFORMATION (REQUIRED)

Project Name _____ SBE Participation: _____% Total Dollar Amount: \$ _____

Project Description: _____

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Print Name: _____ Title: _____

City of Milwaukee SBE Certification: Yes No

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge.

Name of Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

FOR STAFF USE ONLY

Reviewed by OSBD Staff: _____ Date: _____

**CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification Yes No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ _____ Percentage of contract: _____%

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification Yes No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ _____ Percentage of contract: _____%

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 286-8752
www.milwaukee.gov/osbd

Exhibit E
SMALL BUSINESS ENTERPRISE (SBE)
SOLICITATION FORM

Name & Address of SBE Firm _____

Name of Individual Contacted _____ Phone Number _____

Type of Work _____ Date and Time of Contact _____

Quotation or Proposal Received _____

REMARKS: THESE SHOULD INCLUDE ANY FOLLOW UP ACTIONS. IN THE EVENT THAT THE SMALL BUSINESS ENTERPRISE WILL NOT BE UTILIZED, INCLUDE AN EXPLANATION OF THE REASON (s) WHY THE FIRM WILL NOT BE USED. FOR EXAMPLE: IF THE ONLY REASON FOR NON-UTILIZATION WAS PRICE, THE EXPLANATION SHOULD REFLECT WHAT STEPS WERE TAKEN TO REACH A COMPETITIVE PRICE LEVEL.

REMARKS:

EXHIBIT F
SMALL BUSINESS ENTERPRISE (SBE)
Rejection of Bid or Proposal Form

Name and Address of SBE firm	Bid or Proposal			Approved By
	Type of Work	Submitted by SBE	Actual Award	
1				
2				
3				
4				
5				
6				
7				
8				

EXHIBIT G

FORM RPP (Rev.2009)

Contractor Name: _____

Development Project Name _____

Employee Affidavit
Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at

_____, Milwaukee, WI _____
(Address) (Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

- _____ Copy of my voter's certification form.
- _____ Copy of my last year's Form 1040.
- _____ Copy of my current Wisconsin Driver's License or State ID.
- _____ Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

- _____ I have worked less than 1,200 hours in the preceding 12 months.
- _____ I have not worked in the preceding 30 days.

OR

Underemployed status:

_____ I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

RPP Chart

Income Eligibility Guidelines July 1, 2014 to June 30, 2015

Eligibility determination is based on household size and income. Total income must be at or below the amount in the table.

House-hold Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	15,171	1,265	633	584	292
2	20,449	1,705	853	787	394
3	25,727	2,144	1,072	990	495
4	31,005	2,584	1,292	1,193	597
5	36,283	3,024	1,512	1,396	698
6	41,561	3,464	1,732	1,599	800
7	46,839	3,904	1,952	1,802	901
8	52,117	4,344	2,172	2,005	1,003
9	57,395	4,784	2,392	2,208	1,105
10	62,673	5,224	2,612	2,411	1,207
11	67,951	5,664	2,832	2,614	1,309
12	73,229	6,104	3,052	2,817	1,411
For Each Additional Household Member Add	5,278	440	220	203	102

Source: Wisconsin Department of Public Instruction
School Nutrition Programs

EXHIBIT H

_____ Project
Construction RPP Hours Calculation
Phase _____

RPP Goal

Total Construction Hours Worked Pursuant to § 355-7.1a. "Worker Hours" includes work performed by persons filling apprenticeship and on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.	
Multiplied by 40%	
Applicable RPP Goal	
Total RPP Construction Hours	
RPP Hour Surplus/Shortfall	
RPP Percentage (Total RPP Construction Hours/Total Construction Hours Worked)	

EXHIBIT I



CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM D

SBE MONTHLY REPORT

The monthly report should be completed in its entirety and submitted no later than the 20th of every month to DOA-Office of Small Business Development. If this represents the final report, Form E - SBE Payment Certification should be attached for each subcontractor.

SECTION I. GENERAL INFORMATION (REQUIRED)

Month: _____ Final Report: Yes No

Prime Contractor: _____

Address: _____ City/State/Zip: _____

City of Milwaukee SBE Certification: Yes No

Purchase Order / Contract #: _____ Project Name / Number: _____

Description of service performed and/or materials supplied: _____

Prime Contractor's Total \$: _____ Prime Contractor's YTD \$: _____

Start Date: _____ Completion Date: _____ SBE Participation Requirement \$ _____ / _____ %

SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

Name of SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month (\$)	Total (\$) Paid Y-T-D
Total Payments to SBE			

SECTION III. ACKNOWLEDGEMENT (REQUIRED)

I/we hereby certify that I/we have ready the above and approved this information to be precise and confirmed. I further understand that failure to return this form by the specified time may cause a delay in payments (if applicable).

Report Prepared by: _____ Title: _____ Date: _____

Authorized Signature: _____ Title: _____ Date: _____

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 414-286-8752
www.milwaukee.gov/osbd

DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT

SECTION I. GENERAL INFORMATION

Please provide all contractual information as indicated in Section I.

If the purchase order/ contract or project requires Small Business Enterprise (SBE) requirements, please indicate the percentage in the designated area.

SECTION II. SUBCONTRACTOR INFORMATION

Monthly reports are due by the 20th of each month via fax at 414-286-8752 or US Postal Service.

The data should indicate payments for the previous month. If there are zero payments for a reporting period, a monthly report indicating such should still be submitted.

Only report payments to City of Milwaukee SBE firms. Non-SBE firms will not be counted towards participation requirements.

Please duplicate the form if you need to add additional payment information.

SECTION III. ACKNOWLEDGEMENT

Sign and date Form D signifying that all information is precise and confirmed. Unsigned forms will not be accepted.

EXHIBIT J



CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM E

SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION

This form is to be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with contract listed below, either for service performed and/or as a supplier.

Prime Contractor Name: _____

Prime Contractor's Bid or RFP#: _____ Purchase Order or Contract # _____

Project Name: _____

I hereby certify that our firm has paid the listed amount to the SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract.

Authorized Signer: _____ Date: _____

Subcontractor Name: _____

Total payment received \$ _____

I hereby certify that our firm has received the listed amount from the Prime Contractor as indicated above for subcontract work performed and/or material supplied on the above contract.

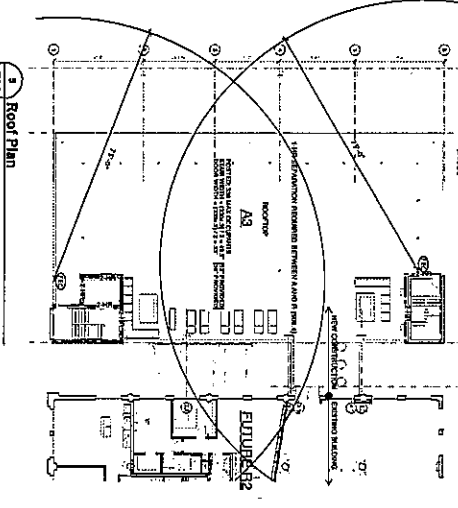
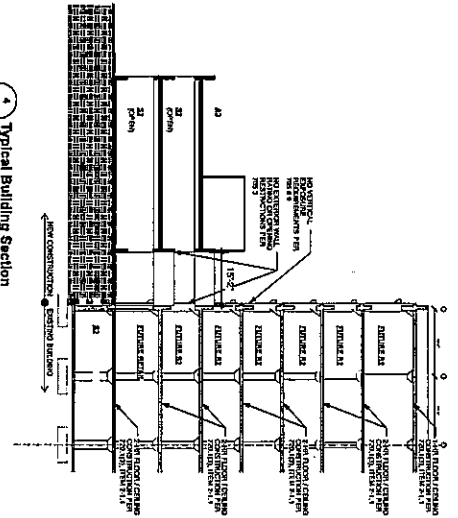
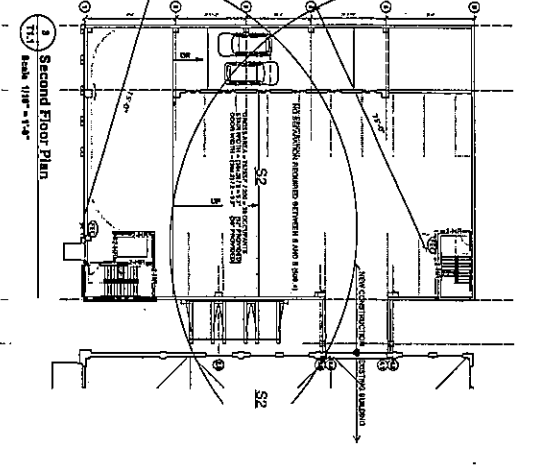
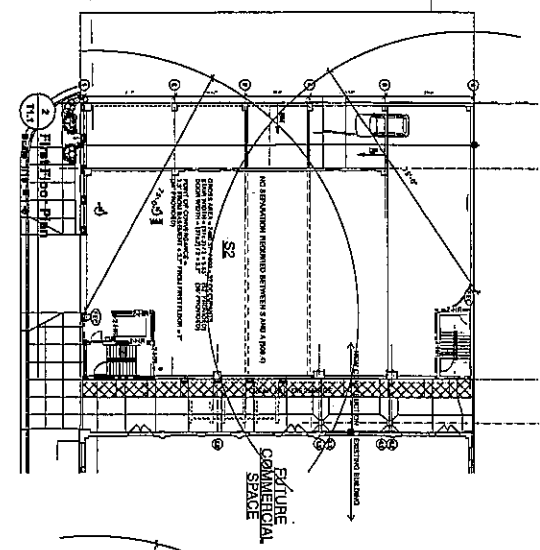
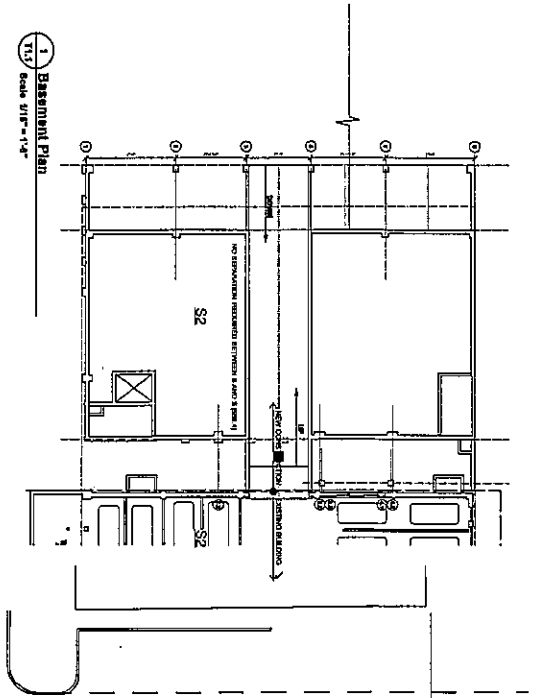
Owner/Representative Signature: _____ Date: _____

Submit this form with the Prime Contractor's final FORM D (SBE Monthly Report) to:

Department of Administration
Office of Small Business Development
City Hall - Room 606
200 East Wells St
Milwaukee, WI 53202
(or fax to 414-286-8752)

Exhibit D

Preliminary Plans and Specifications



CODE AND ZONING SUMMARY

APPLICABLE CODES:
 Wisconsin General Commercial Building Code - 2009 Edition
 2009 International Building Code (IBC)
 2009 International Residential Code (IRC)
 2009 International Energy Conservation Code (IECC)
 NFPA 101 - Fire Code
 NFPA 13 - Fire Sprinkler System Code
 City of Milwaukee Zoning Code & Ordinance Code

ZONING:
 M1 - Mixed-Use District
 Permitted: Limited Storage S2
 Prohibited: Storage S2
 Second Floor Limited-Use Storage S-2
 Misc. Assembly Group A-3

OCCUPANCY SEPARATIONS - Separated Use
 TYPE OF CONSTRUCTION: Type I, E, 4, Leg. Steel Deck
 HEADERS OR STORIES: 01 Slabs
 GROSS BUILDING AREA (GSA):
 Basement - 1,400 CSF
 First Floor - 7,012 CSF
 Second Floor - 7,012 CSF
 Total - 15,424 CSF

EXIT WIDTHS:
 FIRE SEPARATION: Permitted by the fire separation member per IFC 10.2.3.2.1.1 & IFC 10.2.3.2.1.2, 10.2.3.2.1.3, 10.2.3.2.1.4, & 10.2.3.2.1.5
 MANUAL FIRE EXTINGUISHERS: Permitted by the fire separation member per IFC 10.2.3.2.1.1 & IFC 10.2.3.2.1.2, 10.2.3.2.1.3, 10.2.3.2.1.4, & 10.2.3.2.1.5
 EMERGENCY LIGHTING: Permitted by the fire separation member per IFC 10.2.3.2.1.1 & IFC 10.2.3.2.1.2, 10.2.3.2.1.3, 10.2.3.2.1.4, & 10.2.3.2.1.5

FEES - SEE TABLE A.2.1

Standard Frame	218	Lower Level - Mechanical Modification	
Interior Finish	218		
Exterior Finish	218		
Exterior Signage	118		
Roof Construction	118		
Shall Exceeds (750.4)	218		

OPENINGS - SEE TABLE A.2.1

Total Wall Area	2,927 SF
Total Floor Area	15,424 SF
Total Area	18,351 SF
819 / 2001 = 25.5 % Open (Per Required)	

DATE: OCTOBER 10, 2014
PROJECT NUMBER: 199312.05
CODE SHEET
T11

TWA

The TWA Building is a multi-story, multi-unit residential building located at 408 West Florida Street, Milwaukee, WI 53202. The building is a 3-story structure with a total area of 15,424 square feet.

408 West Florida - Parking Structure

PERC ENGINEERS, INC.
 1000 W. Wisconsin Ave., Suite 1000
 Milwaukee, WI 53233
 PHONE: 414.224.2200
 FAX: 414.224.2201
 WWW: PERCENGINEERS.COM

PERC ENGINEERS, INC.
 1000 W. Wisconsin Ave., Suite 1000
 Milwaukee, WI 53233
 PHONE: 414.224.2200
 FAX: 414.224.2201
 WWW: PERCENGINEERS.COM

PERC ENGINEERS, INC.
 1000 W. Wisconsin Ave., Suite 1000
 Milwaukee, WI 53233
 PHONE: 414.224.2200
 FAX: 414.224.2201
 WWW: PERCENGINEERS.COM



The Florida Building Authority, Inc.
 1000 North West 17th Street
 Tallahassee, FL 32310
 (904) 487-2200

408 West Florida - Parking Structure
 408 West Florida St.
 Tallahassee, FL 32301

PROJECT
 FEDERAL LOFTS, LLC
 1224 Washington Ave., Suite 101
 Tallahassee, FL 32301

DESIGNED BY
 PIERCE ENGINEERS INC.
 1000 North West 17th Street
 Tallahassee, FL 32310

DATE
 PIERCE ENGINEERS
 F.A. SMITH
 ARCHITECT

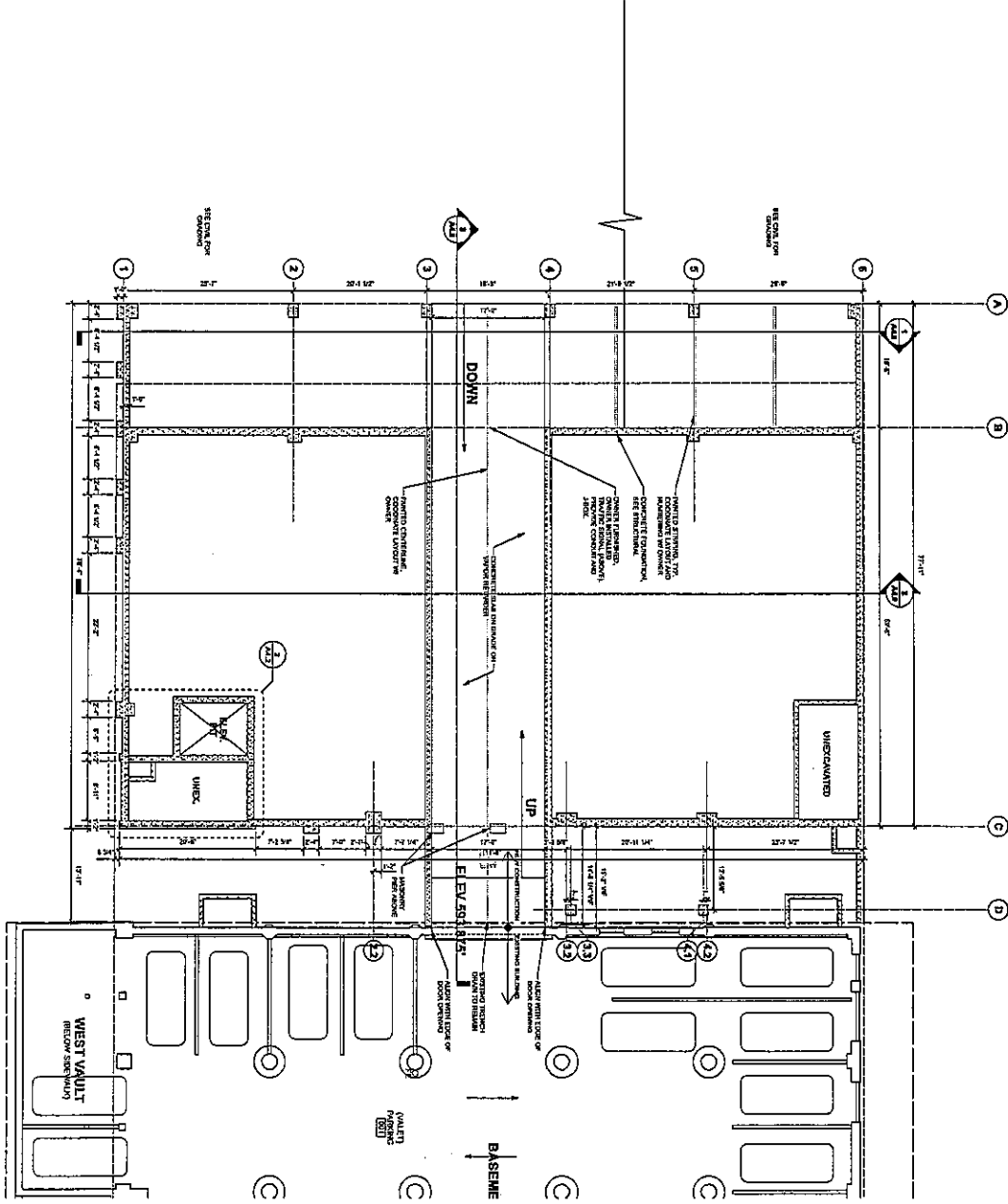
NO.	REVISION	DATE
1	ISSUED FOR PERMITS	08-29-2013
2	REVISIONS TO PERMITS	09-18-2013
3	REVISIONS TO PERMITS	09-18-2013
4	REVISIONS TO PERMITS	09-18-2013
5	REVISIONS TO PERMITS	09-18-2013
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9	REVISIONS TO PERMITS	09-18-2013
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97	REVISIONS TO PERMITS	09-18-2013
98	REVISIONS TO PERMITS	09-18-2013
99	REVISIONS TO PERMITS	09-18-2013
100	REVISIONS TO PERMITS	09-18-2013

DATE
 OCTOBER 10, 2014
PROJECT NUMBER
 1993712.05
DATE PLOTTED
 10/10/14

Lower Level Plan

A1.0

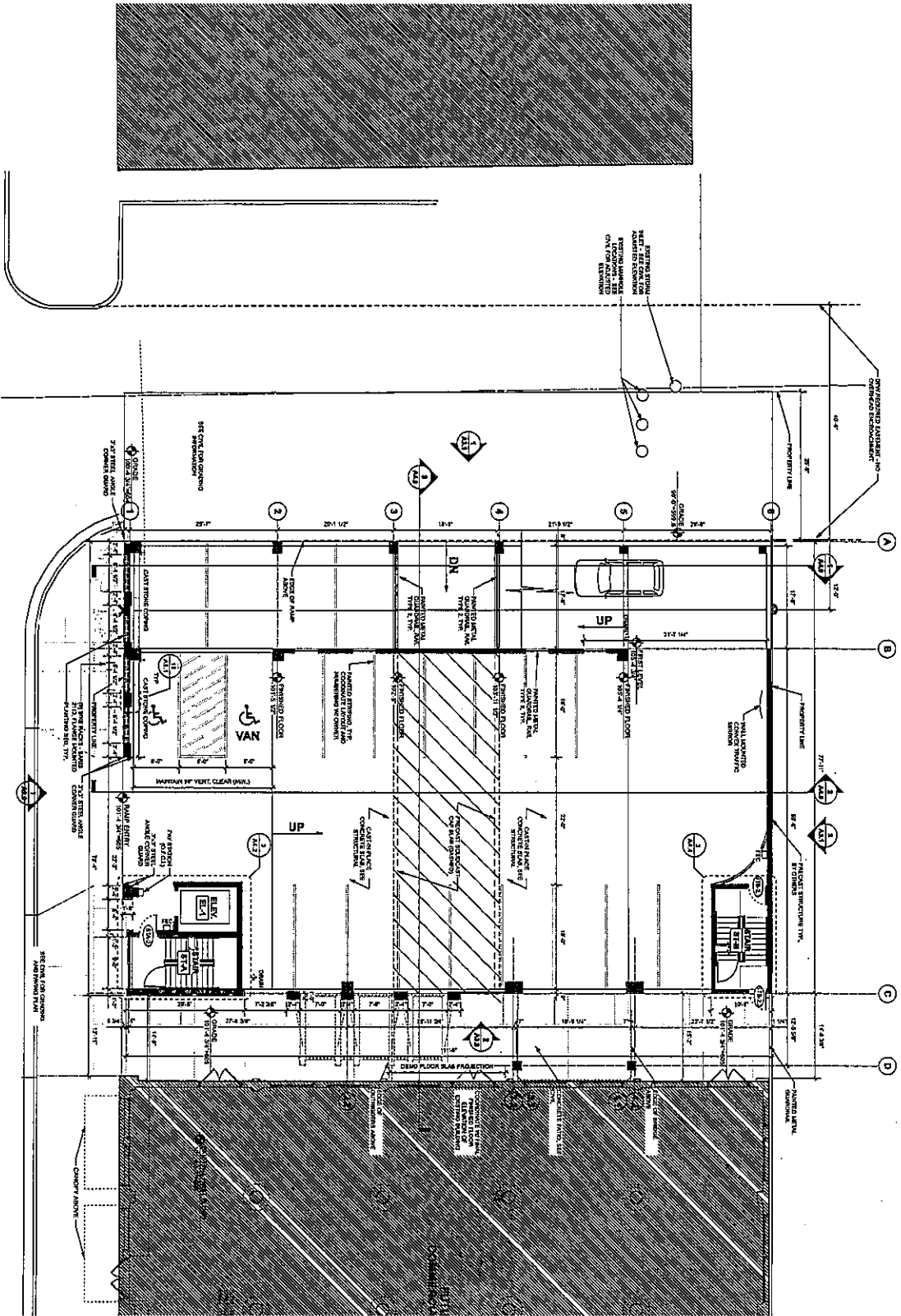
PIERCE ENGINEERS INC.



1.1 Lower Level Plan
 Scale: 1/8" = 1'-0"



GENERAL NOTES
 1. SEE ALL FROM PERMITS AND SPECIFICATIONS, 77% OF CONCRETE REB.
 2. ELECTRICAL AND PLUMBING TO MATCH PERMITS AND SPECIFICATIONS.



1 FIRST FLOOR PLAN
Scale: 1/8" = 1'-0"

GENERAL NOTES:
1. SEE ALL NOTES ON ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR MATERIALS AND FINISHES.
2. ALL DIMENSIONS ARE TO UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE	OCTOBER 10, 2014
PROJECT NUMBER	199312.05
PROJECT NAME	408 West Florida - Parking Structure
PROJECT ADDRESS	408 West Florida St., Tallahassee, FL 32301
PROJECT OWNER	FLORIDA LOTFIS, LLC
ARCHITECT	PERENCE ENGINEERS, INC.
STRUCTURAL ENGINEER	PERENCE ENGINEERS, INC.
CIVIL ENGINEER	PERENCE ENGINEERS, INC.
MECHANICAL ENGINEER	PERENCE ENGINEERS, INC.
ELECTRICAL ENGINEER	PERENCE ENGINEERS, INC.
PLUMBING ENGINEER	PERENCE ENGINEERS, INC.
HAZARDOUS WASTE ENGINEER	PERENCE ENGINEERS, INC.
ENVIRONMENTAL ENGINEER	PERENCE ENGINEERS, INC.
LANDSCAPE ARCHITECT	PERENCE ENGINEERS, INC.
TRAFFIC ENGINEER	PERENCE ENGINEERS, INC.
ACoustical ENGINEER	PERENCE ENGINEERS, INC.
SEISMOLOGICAL ENGINEER	PERENCE ENGINEERS, INC.
WATER ENGINEER	PERENCE ENGINEERS, INC.
WIND ENGINEER	PERENCE ENGINEERS, INC.
SOIL ENGINEER	PERENCE ENGINEERS, INC.
FOUNDATION ENGINEER	PERENCE ENGINEERS, INC.
CONCRETE ENGINEER	PERENCE ENGINEERS, INC.
STEEL ENGINEER	PERENCE ENGINEERS, INC.
WOOD ENGINEER	PERENCE ENGINEERS, INC.
GLASS ENGINEER	PERENCE ENGINEERS, INC.
MECHANICAL ENGINEER	PERENCE ENGINEERS, INC.
ELECTRICAL ENGINEER	PERENCE ENGINEERS, INC.
PLUMBING ENGINEER	PERENCE ENGINEERS, INC.
HAZARDOUS WASTE ENGINEER	PERENCE ENGINEERS, INC.
ENVIRONMENTAL ENGINEER	PERENCE ENGINEERS, INC.
LANDSCAPE ARCHITECT	PERENCE ENGINEERS, INC.
TRAFFIC ENGINEER	PERENCE ENGINEERS, INC.
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CONCRETE ENGINEER	PERENCE ENGINEERS, INC.
STEEL ENGINEER	PERENCE ENGINEERS, INC.
WOOD ENGINEER	PERENCE ENGINEERS, INC.
GLASS ENGINEER	PERENCE ENGINEERS, INC.

TKA WVA

THE TALLAHASSEE ARCHITECTURAL CENTER, LLC
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

PROJECT:
408 West Florida - Parking Structure
 408 West Florida St., Tallahassee, FL 32301

OWNER:
FLORIDA LOTFIS, LLC
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

ARCHITECT:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

STRUCTURAL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

CIVIL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

MECHANICAL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

ELECTRICAL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

PLUMBING ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

HAZARDOUS WASTE ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

ENVIRONMENTAL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

LANDSCAPE ARCHITECT:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

TRAFFIC ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

ACoustical ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

SEISMOLOGICAL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

WATER ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

WIND ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

SOIL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

FOUNDATION ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

CONCRETE ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

STEEL ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

WOOD ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235

GLASS ENGINEER:
PERENCE ENGINEERS, INC.
 100 SOUTH GADSDEN STREET, SUITE 100
 TALLAHASSEE, FLORIDA 32301
 PHONE: 904.303.1234
 FAX: 904.303.1235



TK WVA
 408 West
 Florida -
 Parking Structure

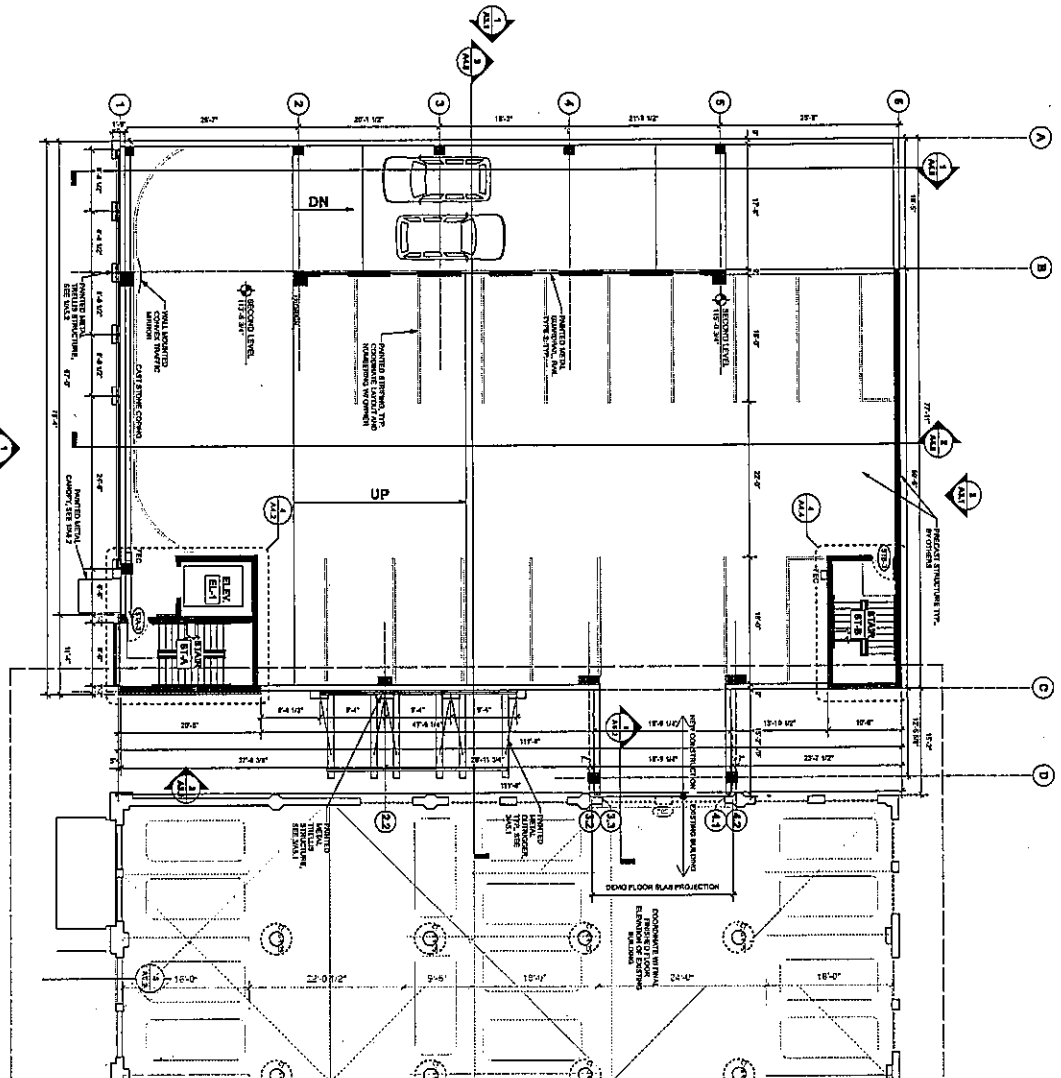
408 West
 Florida -
 Parking Structure
 PROJECT NO. 13-001
 DATE: 10/10/14
 DRAWING NO. 13-001-02
 SHEET NO. 13-001-02-01

FLORIDA LOFTS, LLC
 1000 W. WASHINGTON ST.
 SUITE 100
 TAMPA, FL 33606

PIERCE ENGINEERS INC.
 2000 W. WASHINGTON ST.
 SUITE 100
 TAMPA, FL 33606

DATE: 10/10/14
 DRAWING NO. 13-001-02
 SHEET NO. 13-001-02-01

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	10/10/14
2	REVISED PER COMMENTS	10/10/14
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100	REVISED PER COMMENTS	10/10/14



1 Second Floor Plan
 Scale: 1/8" = 1'-0"

GENERAL NOTES
 1. SEE ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

DATE: OCTOBER 10, 2014
 PROJECT NUMBER: 13-001-02-01
 SHEET TITLE: Second Floor Plan

A1.2



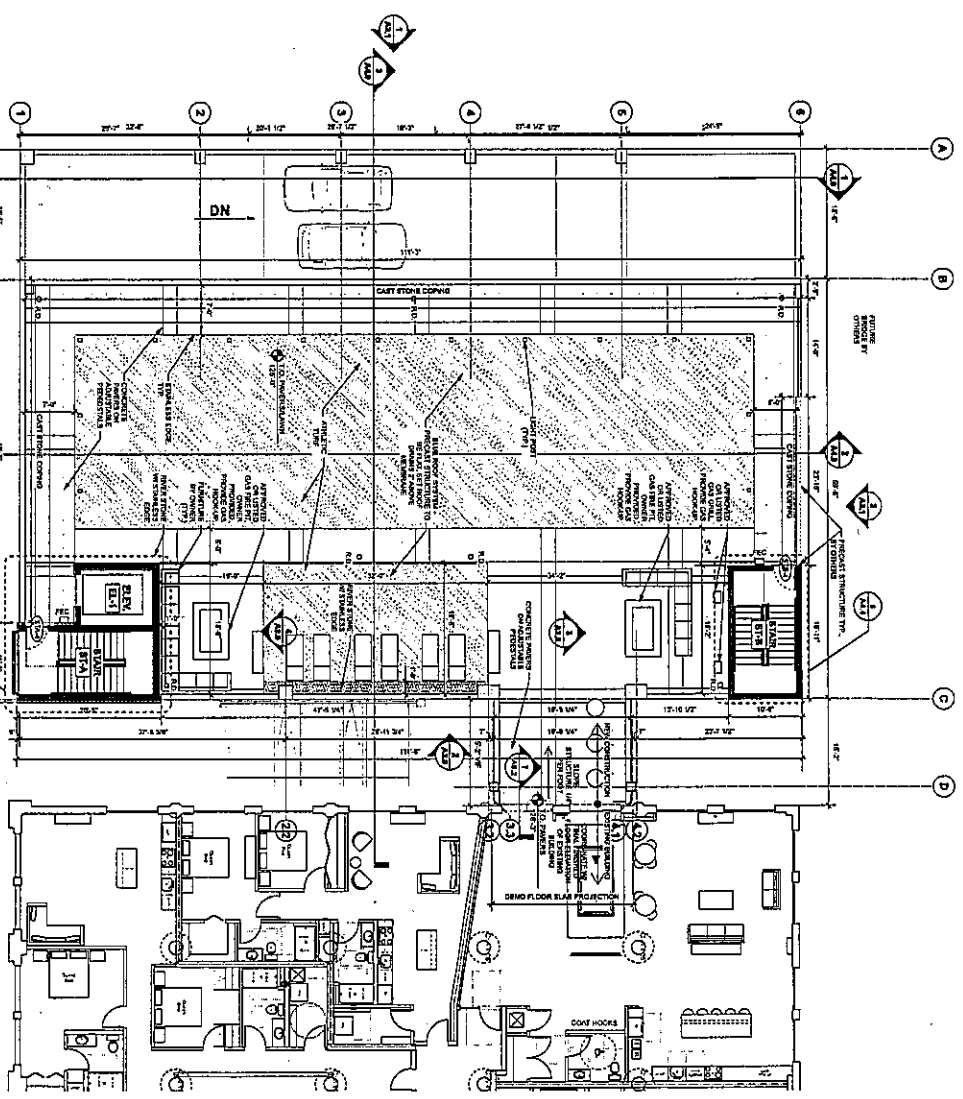
The Tishman Construction Authority, Inc.
 1001 N.W. 107th Street, Suite 100
 Miami, Florida 33157
 P: 305.447.1000 F: 305.447.2954

408 West Florida - Parking Structure

FLORIDA LOFTS, LLC
 1001 N.W. 107th Street, Suite 100
 Miami, Florida 33157
 P: 305.447.1000 F: 305.447.2954

PIERCE ENGINEERS, INC.
 1001 N.W. 107th Street, Suite 100
 Miami, Florida 33157
 P: 305.447.1000 F: 305.447.2954

FA SMITH
 1001 N.W. 107th Street, Suite 100
 Miami, Florida 33157
 P: 305.447.1000 F: 305.447.2954



1 Roof Plan
 Scale: 1/8" = 1'-0"

GENERAL NOTES
 1. FINISHES TO BE DETERMINED BY THE ARCHITECT.
 2. REFER TO THE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND METHODS.

A1.3

Third Floor Plan

DATE: OCTOBER 10, 2014
PROJECT NUMBER: 189312.05
PROJECT ADDRESS: 408 WEST FLORIDA

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/10/14
2	REVISED PER ARCHITECT COMMENTS	10/10/14
3	REVISED PER ARCHITECT COMMENTS	10/10/14
4	REVISED PER ARCHITECT COMMENTS	10/10/14
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49	REVISED PER ARCHITECT COMMENTS	10/10/14
50	REVISED PER ARCHITECT COMMENTS	10/10/14



704 North Main Street, Suite 100
 Tallahassee, Florida 32301
 Phone: (904) 487-1111
 Fax: (904) 487-1112
 Website: www.tka.com

PROJECT
408 West Florida - Parking Structure

OWNER
 FLORIDA LOFTS, LLC
 408 West Florida Street
 Tallahassee, Florida 32301

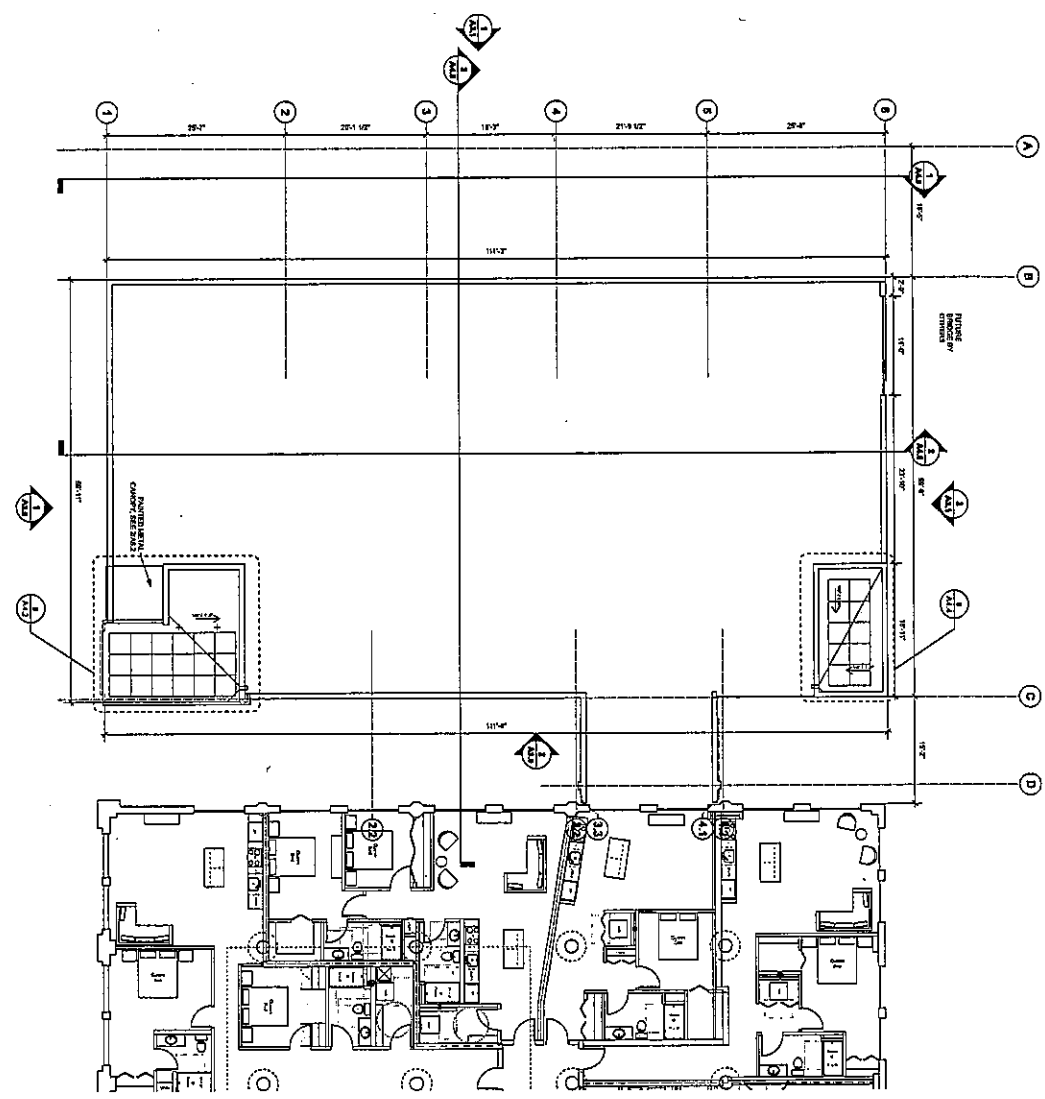
ARCHITECT
 PIERCE ENGINEERS, INC.
 504 S. Gadsden Street
 Tallahassee, Florida 32301

CIVIL ENGINEER
 R.A. SMITH
 504 S. Gadsden Street
 Tallahassee, Florida 32301

DATE
 OCTOBER 10, 2014

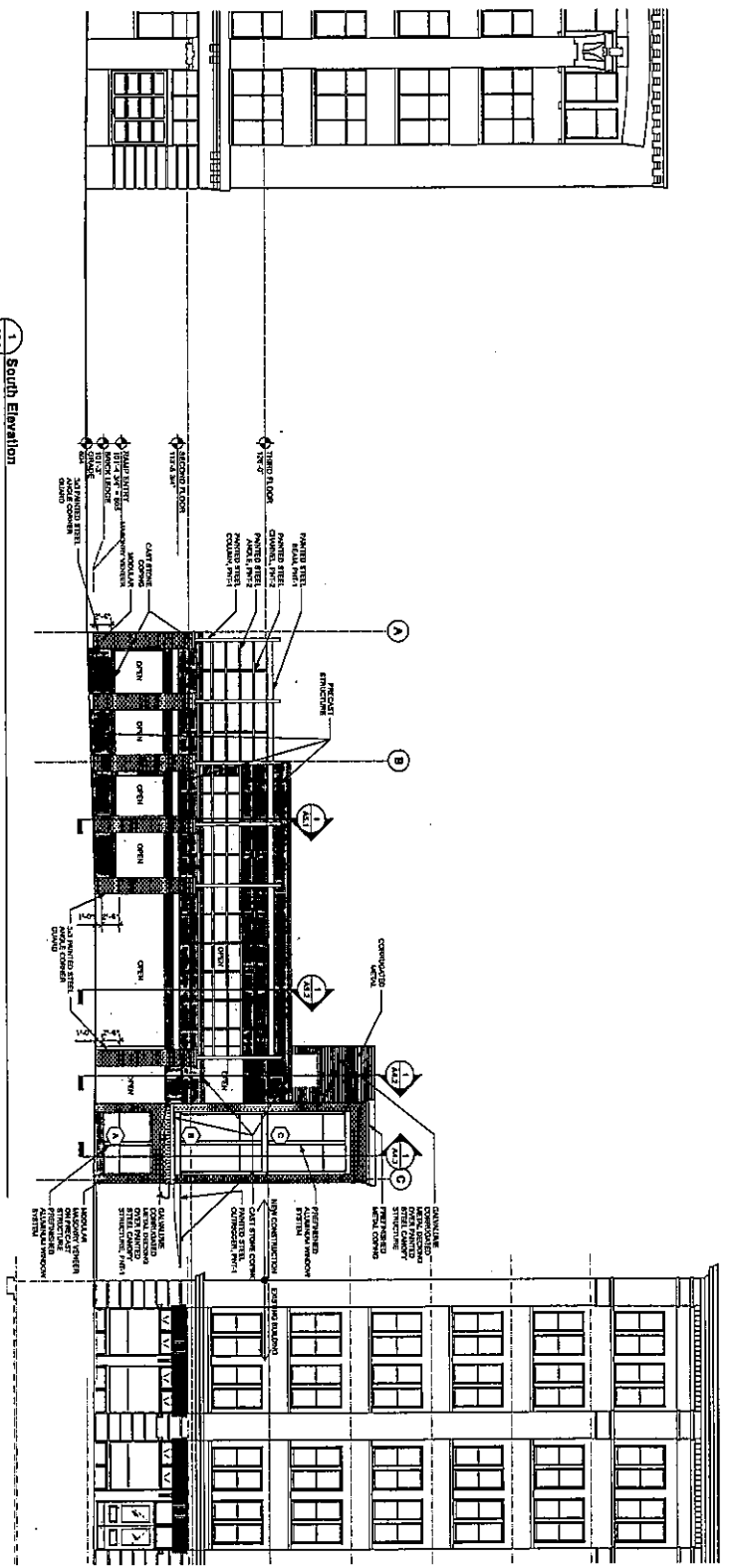
PROJECT NUMBER
 159312/05

HEET TITLE
 Roof Plan

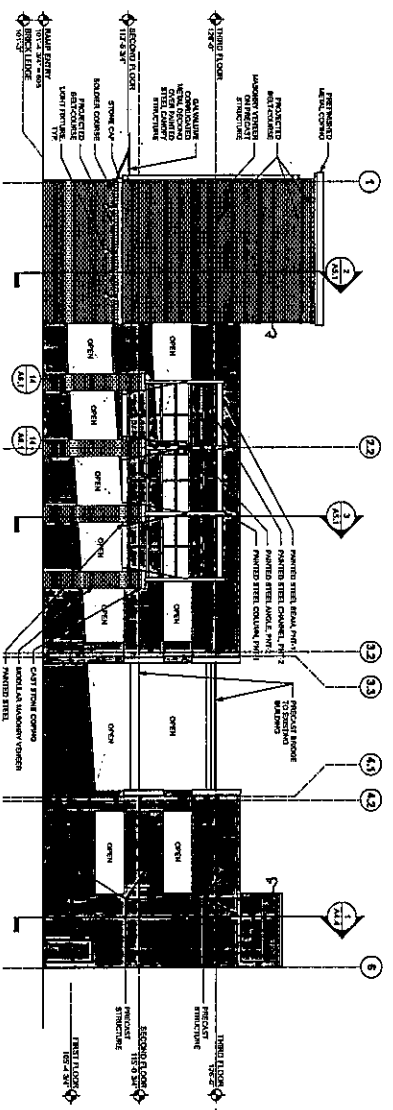


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Roof Plan
 Scale: 1/8" = 1'-0"

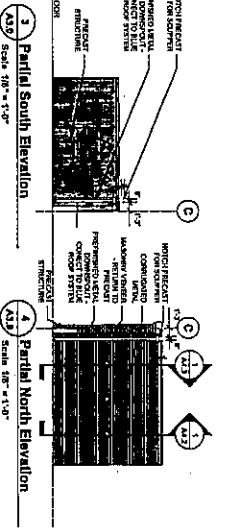
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A1.4



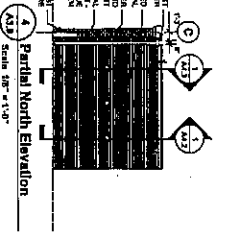
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Scale 1/8" = 1'-0"



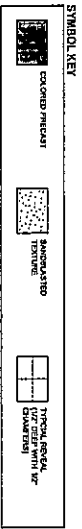
2 East Elevation
Scale 1/8" = 1'-0"



3 Partial South Elevation
Scale 1/8" = 1'-0"



4 Partial North Elevation
Scale 1/8" = 1'-0"



REVISION	DATE	BY	CHKD
1. REVISION	10/10/14	RA SMITH	RA SMITH
2. REVISION	10/10/14	RA SMITH	RA SMITH
3. REVISION	10/10/14	RA SMITH	RA SMITH
DATE: OCTOBER 10, 2014			
PROJECT NUMBER: 189812.05			
SHEET TITLE: Exterior Elevations			
SHEET NUMBER: A3.0			



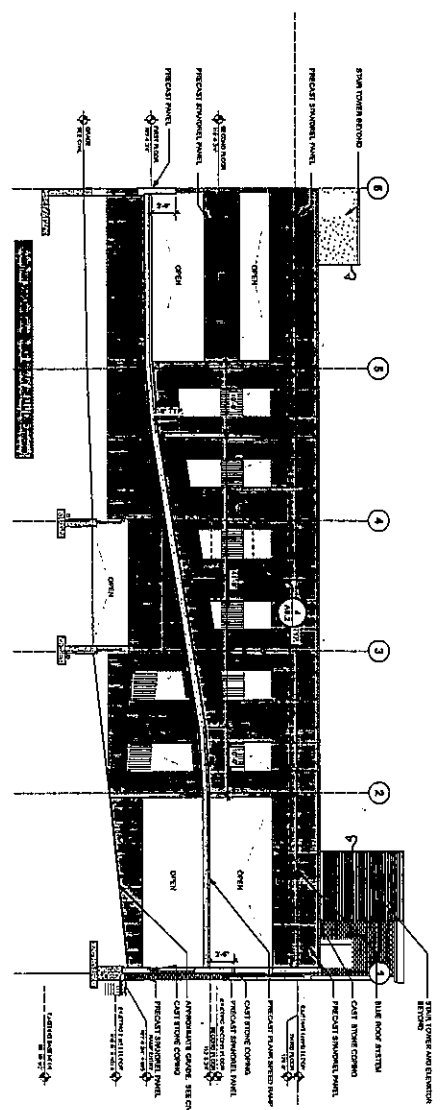
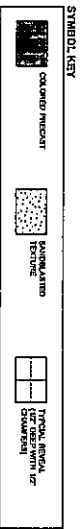
The Florida Architects, Inc.
1911 N.W. 11th Avenue, Room 200
Fort Lauderdale, FL 33311
Phone: 954.573.2222 | Fax: 954.573.2222

PROJECT
408 West
Florida -
Parking Structure

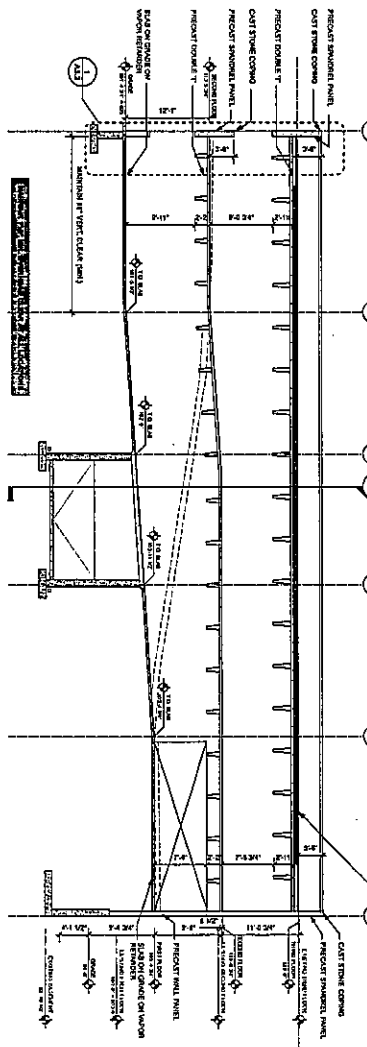
OWNER
FLORIDA LOTTS, LLC
10000 W. BOULEVARD
FORT LAUDERDALE, FL 33327

ARCHITECT
PIERCE ENGINEERS INC
5146 Westchase Parkway
Fort Lauderdale, FL 33309

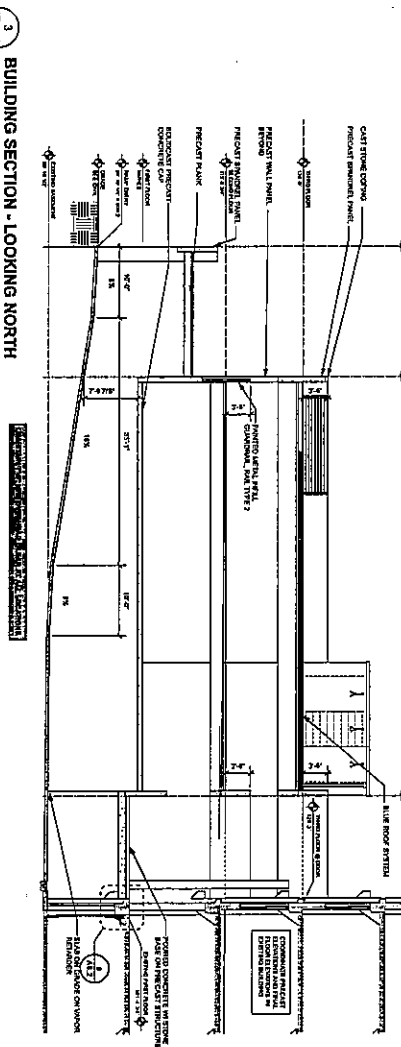
DATE: 10/10/14
DRAWN BY: RA SMITH
CHECKED BY: RA SMITH



1 BUILDING SECTION - LOOKING EAST
SCALE: 1/8" = 1'-0"



2 BUILDING SECTION - LOOKING WEST
SCALE: 1/8" = 1'-0"



3 BUILDING SECTION - LOOKING NORTH
SCALE: 1/8" = 1'-0"



TKA
The Robert W. Walton Architects, Inc.
1001 West Washington Avenue
P.O. Box 2020
Tallahassee, FL 32302-2020
Phone: 904.437.2504
Fax: 904.437.2504

PROJECT
408 West
Florida -
Parking Structure
Tallahassee, FL

OWNER
FLORIDA LOFTS, LLC
1001 West Washington Avenue
Tallahassee, FL 32302-2020
Phone: 904.437.2504
Fax: 904.437.2504

ARCHITECTURAL ENGINEER
PIERCE ENGINEERS INC.
1115 North Florida Avenue
Tallahassee, FL 32302
Phone: 904.437.2504
Fax: 904.437.2504

TRUCKING ENGINEER
R.A. SMITH
1115 North Florida Avenue
Tallahassee, FL 32302
Phone: 904.437.2504
Fax: 904.437.2504

REVISIONS

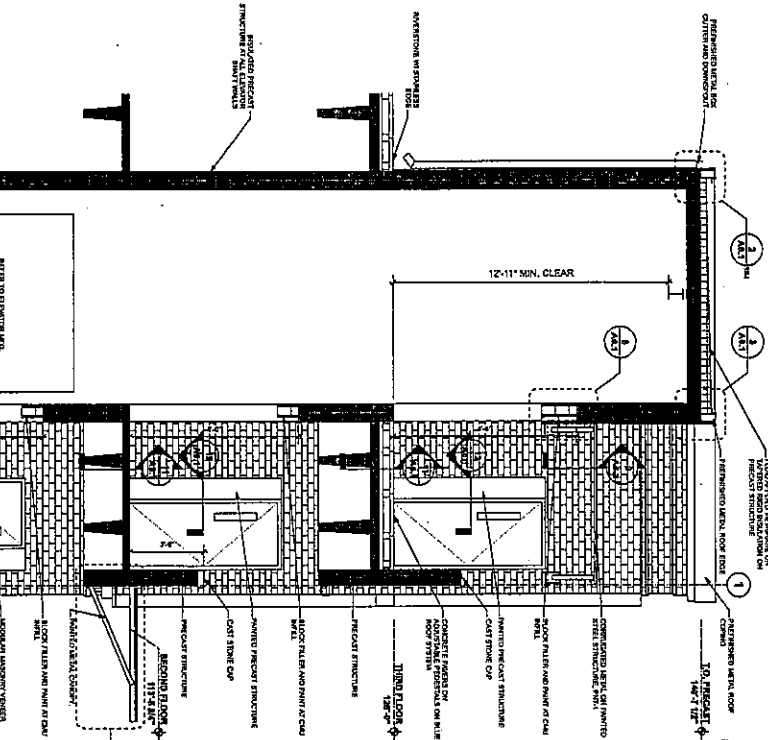
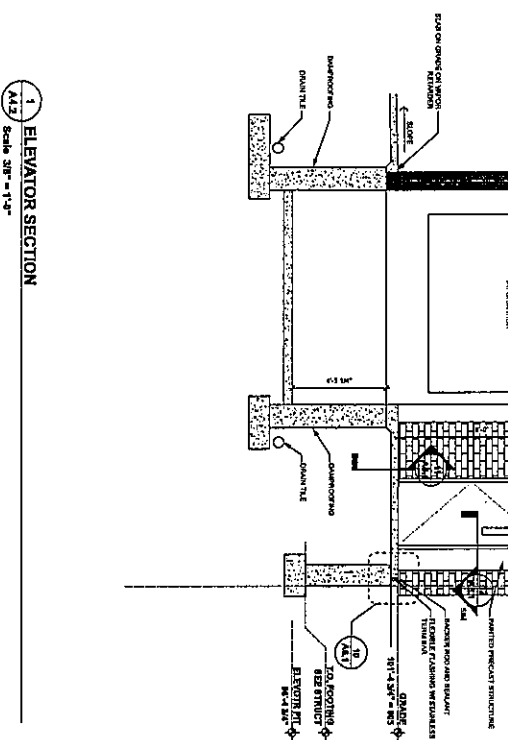
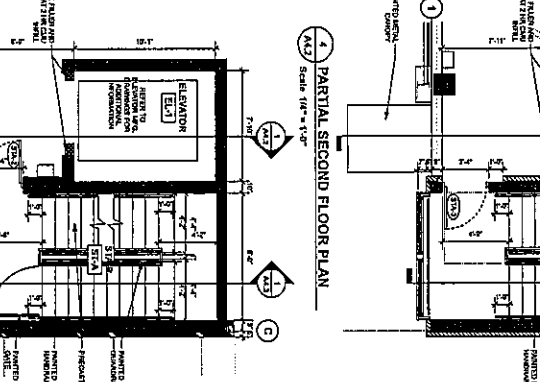
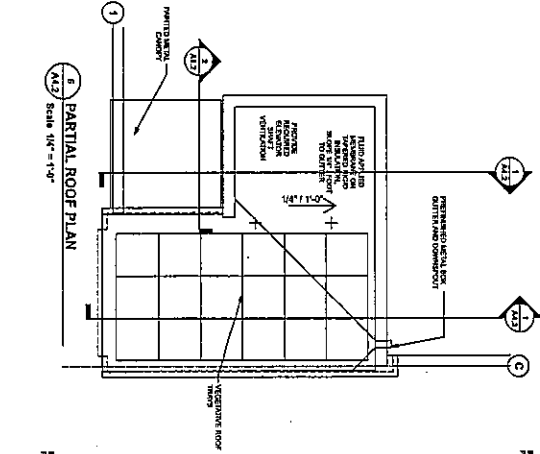
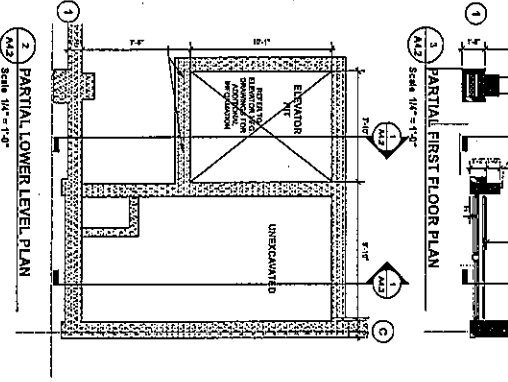
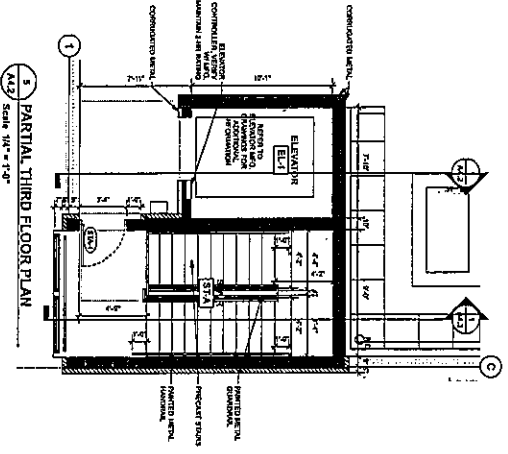
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2	REVISIONS - CHANGE	10/23/2014
3	REVISIONS - CHANGE	10/23/2014
4	REVISIONS - CHANGE	10/23/2014

DATE
OCTOBER 10, 2014

PROJECT NO.
198312-05

SHEET TITLE
Building Sections

PROJECT NO.
A4.0



NO.	REVISION	DATE
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TK WVA

The Florida Building Authority
 1447 17th St
 Tallahassee, FL 32310
 (904) 438-2200

408 West Florida - Parking Structure

PROJECT
 ARCHITECT: PERCE ENGINEERS INC
 1447 17th St
 Tallahassee, FL 32310
 (904) 438-2200

DATE: OCTOBER 10, 2014

SCALE: 1/4" = 1'-0"

NO. 11111

Elevator Section & Engaged Plans

PREPARED BY: [Name]

CHECKED BY: [Name]

DATE: [Date]

FLORIDA LOTTS, LLC

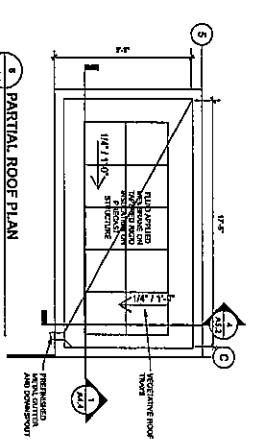
3900 UNIVERSITY BLVD
 SUITE 100
 TALLAHASSEE, FL 32310
 (904) 438-2200

PERCE ENGINEERS INC

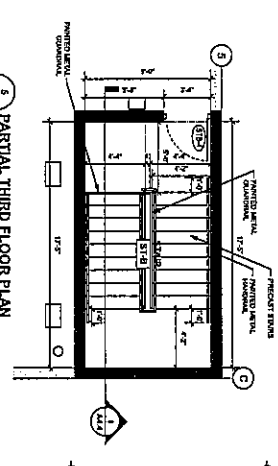
1447 17th St
 Tallahassee, FL 32310
 (904) 438-2200

U.S. SMITH

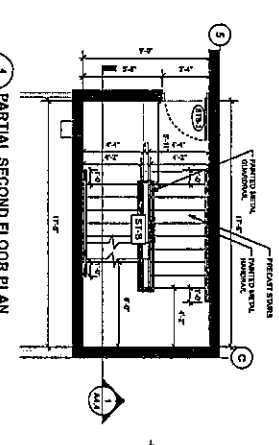
1447 17th St
 Tallahassee, FL 32310
 (904) 438-2200



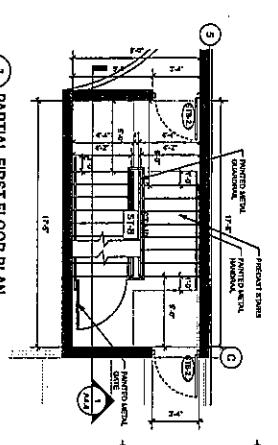
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6 PARTIAL THIRD FLOOR PLAN
Scale: 1/4" = 1'-0"

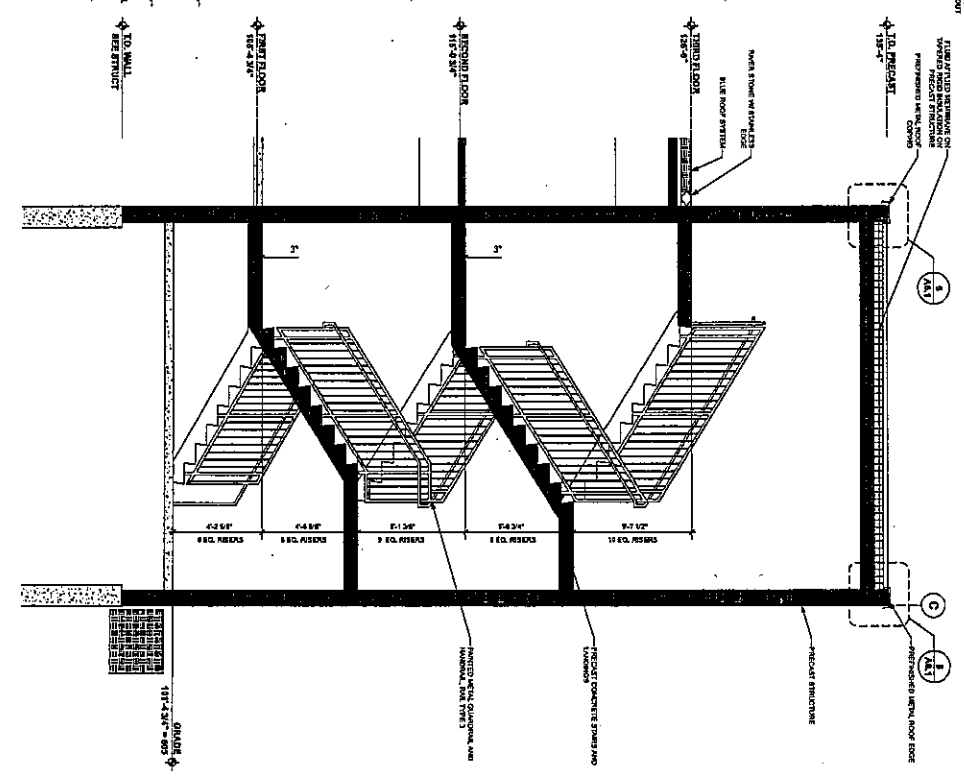


4 PARTIAL SECOND FLOOR PLAN
Scale: 1/4" = 1'-0"



3 PARTIAL FIRST FLOOR PLAN
Scale: 1/4" = 1'-0"

2 NOT USED
Scale: 1/4" = 1'-0"



1 STAIR SECTION
Scale: 3/8" = 1'-0"

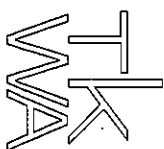


THE KLEINFELDER ASSOCIATES, INC.
408 WEST
FLORIDA -
Parking Structure

PROJECT
408 WEST
FLORIDA -
Parking Structure
ARCHITECT
FLORIDA LOFTS, LLC
1000 PARKWAY
SUITE 100
MIAMI, FL 33131
OWNER
FLORIDA LOFTS, LLC
1000 PARKWAY
SUITE 100
MIAMI, FL 33131
ARCHITECTURAL ENGINEER
PIERCE ENGINEERS INC
2416 BROADWAY
SUITE 100
MIAMI, FL 33131
DATE: 10/27/2014

CIVIL ENGINEER
R.A. SMITH
RAA ENGINEERING
1000 PARKWAY
SUITE 100
MIAMI, FL 33131

DATE	10/27/2014
PROJECT	408 WEST FLORIDA - PARKING STRUCTURE
PROJECT NUMBER	138931205
PROJECT TITLE	Stair Section and Enlarged Plans
PROJECT LOCATION	408 WEST FLORIDA - MIAMI, FL
PROJECT ARCHITECT	FLORIDA LOFTS, LLC
PROJECT OWNER	FLORIDA LOFTS, LLC
PROJECT ENGINEER	PIERCE ENGINEERS INC
PROJECT CIVIL ENGINEER	R.A. SMITH
PROJECT DATE	10/27/2014
PROJECT SCALE	3/8" = 1'-0"
PROJECT SHEET	A4.4
PROJECT TOTAL SHEETS	10
PROJECT DRAWN BY	R.A. SMITH
PROJECT CHECKED BY	R.A. SMITH
PROJECT APPROVED BY	R.A. SMITH
PROJECT SEAL	Professional Engineer Seal
PROJECT NOTES	



700 North Westchase Parkway, Suite 100
 West Palm Beach, Florida 33411
 P: 561.833.2200 | F: 561.833.2201

PROJECT
408 West Florida
Parking Structure

OWNER
FLORIDA LOFTS, LLC

DESIGNER
PIERCE ENGINEERS INC

CIVIL ENGINEER
RA SMITH

DATE
10/10/2014

PROJECT NUMBER
198312.05

DATE
OCTOBER 10, 2014

PROJECT NUMBER
198312.05

DATE
10/10/2014

PROJECT NUMBER
198312.05

DATE
10/10/2014

PROJECT NUMBER
198312.05

DATE
10/10/2014

PROJECT NUMBER
198312.05

DATE
10/10/2014

PROJECT NUMBER
198312.05

DATE
10/10/2014

PROJECT NUMBER
198312.05

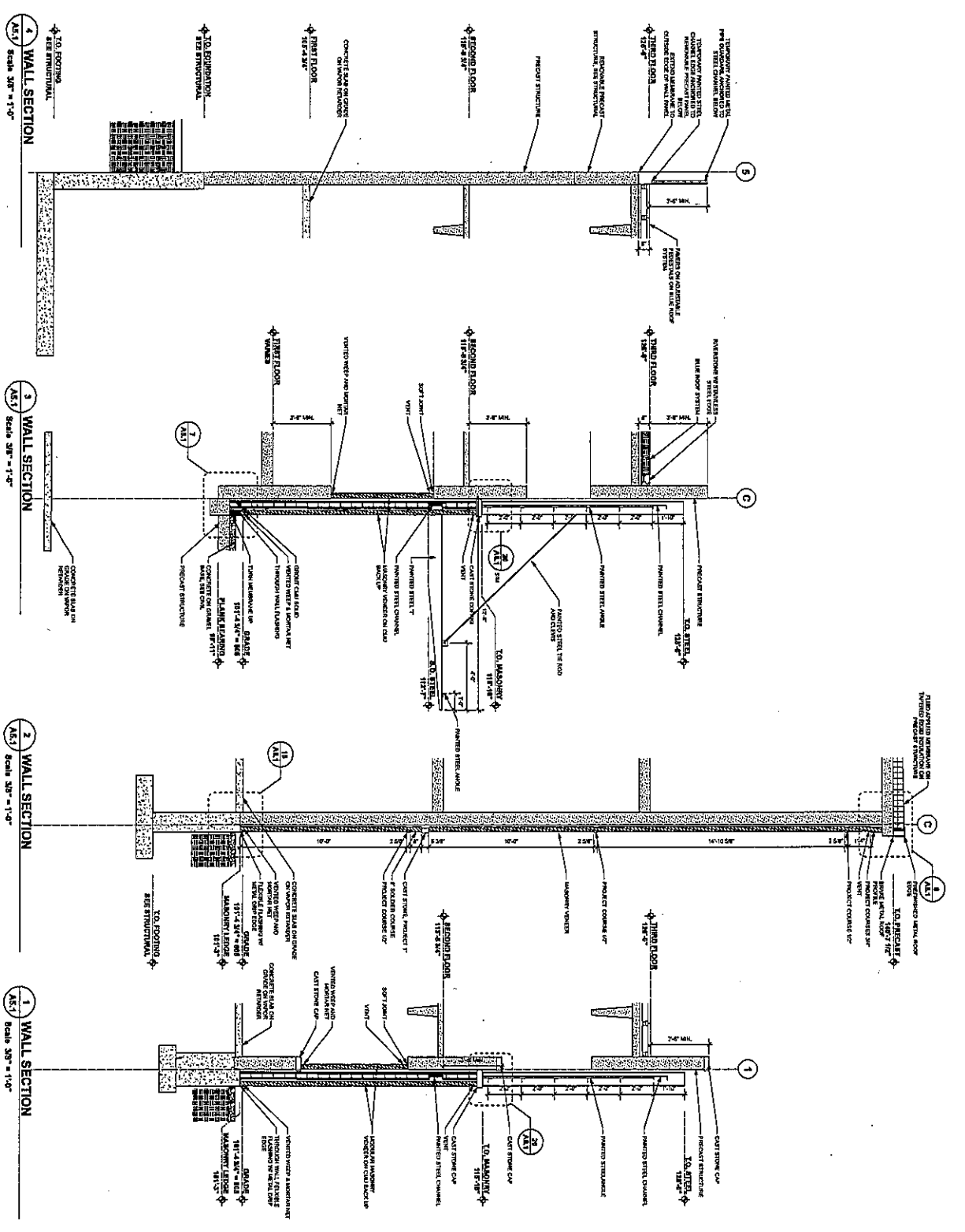
DATE
10/10/2014

PROJECT NUMBER
198312.05

DATE
10/10/2014

PROJECT NUMBER
198312.05

DATE
10/10/2014



4 WALL SECTION
 AS1/ Scale 3/8" = 1'-0"

3 WALL SECTION
 AS1/ Scale 3/8" = 1'-0"

2 WALL SECTION
 AS1/ Scale 3/8" = 1'-0"

1 WALL SECTION
 AS1/ Scale 3/8" = 1'-0"

A5.1

WALL SECTIONS



The Florida Warehouse Authority, Inc.
 1001 North West 13th Street
 Fort Lauderdale, FL 33304
 (954) 575-1100

PROJECT
408 West
Florida
Parking Structure

OWNER
 FLORIDA LOFTS, LLC
 1001 North West 13th Street
 Fort Lauderdale, FL 33304

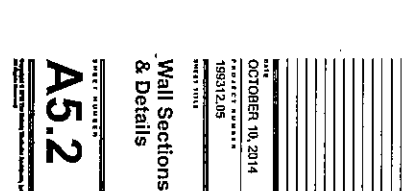
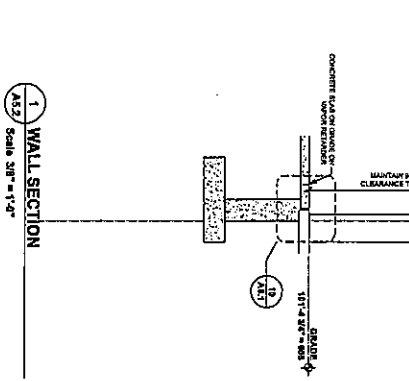
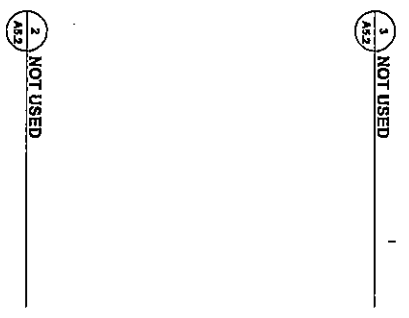
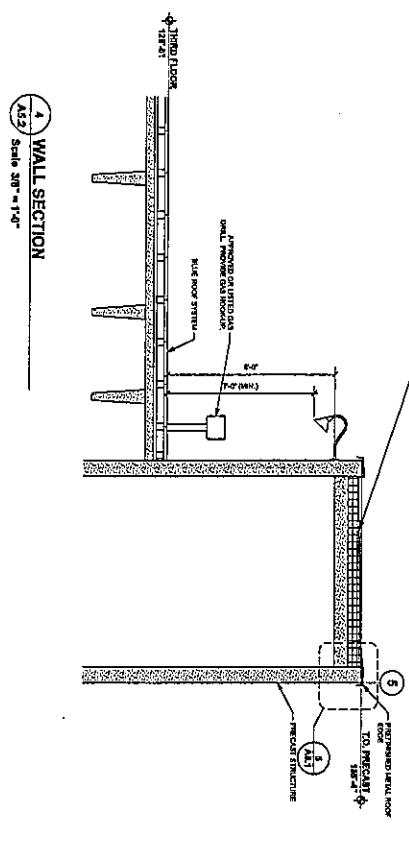
ARCHITECTURAL ENGINEER
 PIERCE ENGINEERS INC
 1001 North West 13th Street
 Fort Lauderdale, FL 33304

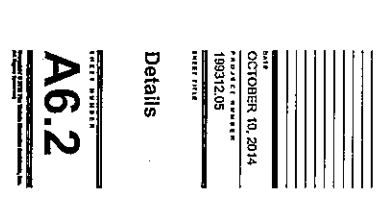
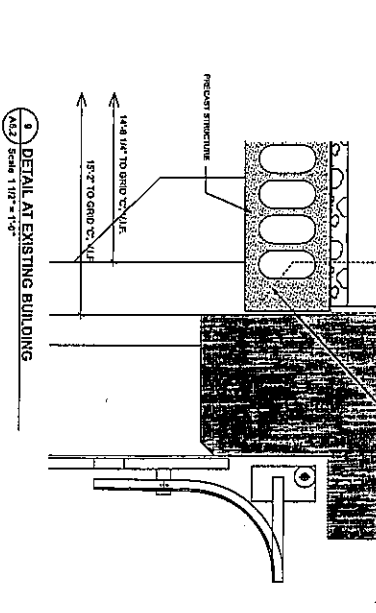
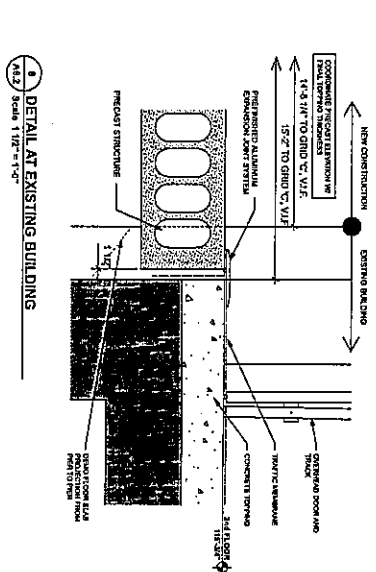
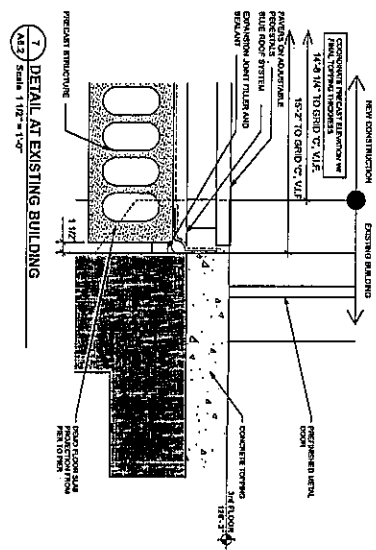
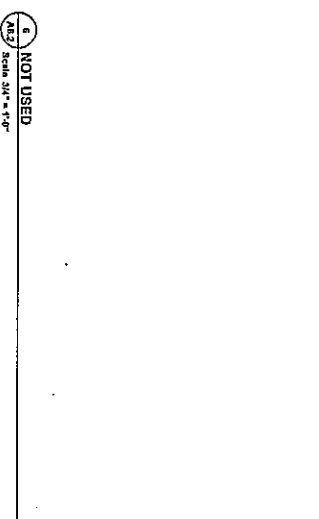
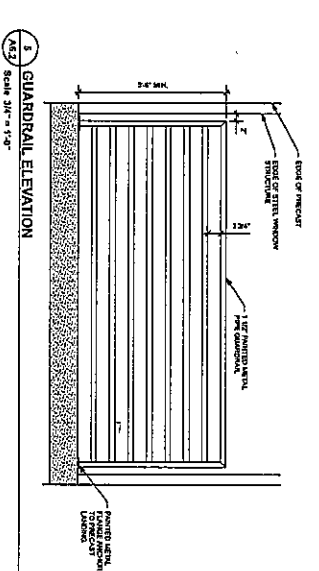
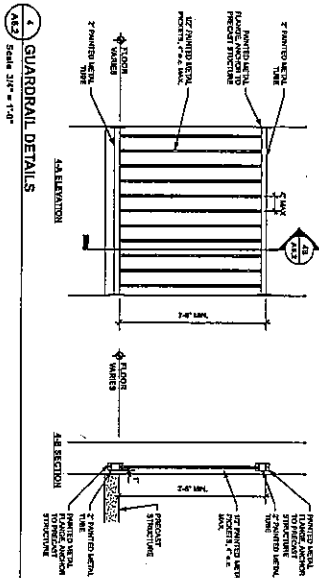
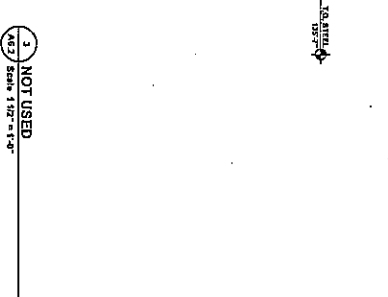
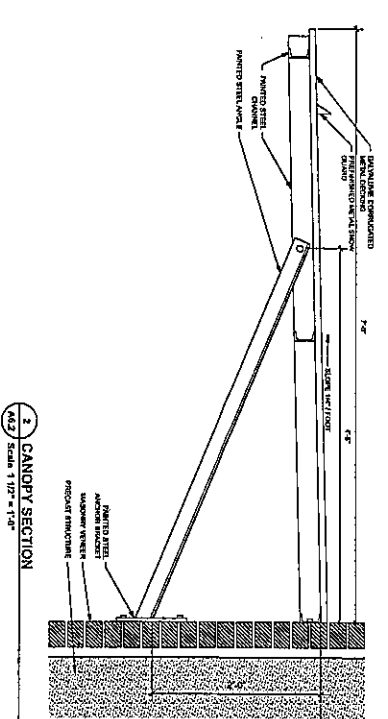
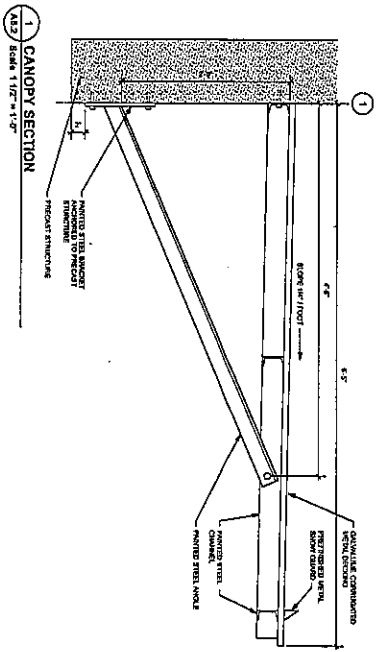
DRIVE ENGINEER
 RAY SMITH
 1001 North West 13th Street
 Fort Lauderdale, FL 33304

REVISIONS	DATE	BY
1. PERMIT SET	10-28-2014	ASJ
2. REVISED PERMIT SET	11-20-2014	ASJ

DATE
 OCTOBER 10, 2014
PROJECT NUMBER
 158312105
HEET TITLE
 Wall Sections & Details

AS5.2
 Scale 3/8" = 1'-0"





The Florida Turnpike Authority, Inc.
 408 West
 Florida -
 Parking Structure
 408 West
 Florida -
 Parking Structure

PROJECT
 408 West
 Florida -
 Parking Structure
 408 West
 Florida -
 Parking Structure

PERCE ENGINEERS, INC.
 2414
 2414
 2414

DATE
 OCTOBER 10, 2014
 198312105
 198312105

DETAILS
 A6.2

DATE
 OCTOBER 10, 2014
 198312105
 198312105

PROJECT NUMBER
 A6.2

Exhibit E

Public Access Easement

Document Number

PUBLIC ACCESS EASEMENT
FLORIDA LOFTS ROOFTOP PLAZA

Recording Area

Name and Return Address

Mary L. Schanning, Assistant City Attorney
Office of the City Attorney
200 East Wells Street, Suite 800
Milwaukee, WI 53202

4280303000

Parcel Identification Number (PIN)

This document was drafted by:

Atty. Mary L. Schanning
Office of the City Attorney
200 E. Wells Street, 8th Floor
Milwaukee, WI 53202

1089-2014-1445:206216

PUBLIC ACCESS EASEMENT

FLORIDA LOFTS ROOFTOP PLAZA

THIS PUBLIC ACCESS EASEMENT is made as of _____, 2015, by and between FLORIDA LOFTS, LLC (“**Grantor**”), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, (“**Grantee**”).

WHEREAS, Grantor is the owner of certain property located at 408 West Florida Street in the City of Milwaukee, State of Wisconsin more particularly described on **EXHIBIT A** attached hereto (the “**Property**”); and

WHEREAS, Hovde Realty, Inc. (“**Developer**”), Grantee and the Redevelopment Authority of the City of Milwaukee (“**RACM**”) entered that certain Cooperation, Contribution and Redevelopment Agreement dated even with this Access Easement, (the “**Development Agreement**”), pursuant to which Developer, an affiliate of Grantor, agreed to grant to Grantee a nonexclusive easement for public plaza purposes on and across the green roof and rooftop plaza (“**Plaza**”) to be constructed by Developer on the highest level of the Parking Garage, as that term is defined in the Development Agreement, on the Property. The Plaza and the portions of the Parking Garage necessary for ingress and egress to the Plaza, including stairwells, elevators and the connection to a future skywalk bridge over the adjacent railroad right-of-way, shall constitute the “**Plaza Easement Area.**”

NOW, THEREFORE, in consideration of the above recitals, the Grantor and Grantee agree as follows:

1. Easement. Grantor hereby conveys to Grantee a nonexclusive permanent easement upon and across the Plaza Easement Area, subject to the limitations set forth in this Access Easement and solely to the extent reasonably necessary for the purpose of providing a public plaza for the benefit of the public in accordance with all applicable federal, state and local laws, statutes, ordinances, codes and regulations and any rules and regulations promulgated under Paragraph 6 (the “**Rules and Regulations**”); provided, however, that public use shall be limited to normal and customary pedestrian and recreational uses appropriate for a public plaza of the size and scope of the Plaza and otherwise in accordance with the terms of this Access Easement and provided further that the public access and rights granted herein shall exclude any commercial activities or operations not expressly permitted by Grantor. The right of Grantee and the public to use the Plaza Easement Area shall not extend to uses inconsistent with Grantor’s use and operation of the Property, such as loitering, vendor or commercial activities or other types of uses that may constitute public or private nuisance or uses prohibited by the Rules and Regulations. Grantor reserves the exclusive right to grant to third parties additional non-exclusive easements or rights within the Plaza Easement Area, including, without limitation, for access, recreational purposes and utilities. Grantor shall also have the exclusive right to grant to commercial tenants or residents of buildings on or adjacent to the Property the right to use portions of the Plaza Easement Area on a non-exclusive basis for seating, “sidewalk” sales or similar commercial activities and may charge “rent,” user or license fees or other charges in connection therewith. Grantor shall also have the exclusive right to allow commercial vending

and similar activities, including, without limitation, the right to place kiosks, push carts and similar temporary structures, carts and other similar items within the Plaza Easement Area and to charge "rent," a user or license fee or similar charge, so long as such structures, carts and other items do not unreasonably interfere with the use by the public of the Plaza Easement Area and comply with any applicable City ordinances. Except as expressly set forth in this Access Easement, no party's use of the Plaza Easement Area shall unreasonably interfere with the use of the Plaza Easement Area by the other parties and their respective tenants, invitees, employees, licensees, customers, successors and assigns.

2. Effective Date. This Access Easement shall not be effective until the Developer has been issued an occupancy permit for the Parking Garage.

3. Insurance. Throughout the term of this Access Easement, Grantor, or its permitted successors and assigns (collectively referred to herein as "Grantor"), shall maintain comprehensive liability insurance in connection with the Plaza Easement Area, naming the Grantee and its officers, agents, employees and permitted assigns as additional insureds against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000 for damage to property in any one accident. Grantor shall have the right to maintain the insurance coverages required to be maintained hereunder under umbrella or blanket insurance coverages covering other portions of the Property so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Access Easement. At the option of the Grantee, the aforesaid minimum amounts may be reviewed and increased or decreased every 10 years, with any such adjustment being proportionate to the then current economic conditions but any resulting increase in such coverage must be commercially reasonable and prudent based on coverages provided for similar private open space areas as reasonably determined by Grantor and Grantee. Any such increases in coverage may be agreed to in writing by Grantor and Grantee without need for an amendment to this Access Easement. Grantor shall annually provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this Access Easement, and providing that the insurance company will furnish the Grantee with a 30 days written notice of cancellation, non-renewal, or material change.

4. Maintenance: Plaza. Grantor shall be solely responsible to maintain and repair the Plaza in accordance with maintenance standards generally applied to public plazas in the City of Milwaukee. If Grantor fails to maintain the Plaza Easement Area in the condition required by this Access Easement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If Grantor does not commence such maintenance or repair work within 30 days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantor's reasonable control, then Grantee may, upon 30 days written notice to Grantor, perform such work and shall be reimbursed by Grantor for all reasonable costs incurred in performing such work. Should Grantor fail to reimburse the Grantee for such work within 30 days after written demand therefor, the Grantee shall be entitled to record a lien against the Property. Grantor hereby agrees that the Grantee shall have the right to

assess the costs for such work as a special charge against the Property under the provisions of Sec. 66.0627, Stats., and as the same may be renumbered from time to time. Should the Grantee need to proceed with such special charges under the provisions of Sec. 66.0627, Stats., Grantor hereby waives notice and hearing on such charges. Subject to compliance with applicable laws, Grantor shall have the right, from time to time and at any time, to place or install amenities on the Plaza consistent with the use of the Plaza as a public plaza, including, without limitation, tables, chairs, gazebos, bike racks, tents, sculptures, kiosks, carts, landscaping and similar facilities and amenities at Grantor's sole discretion and expense and Grantor shall have the right to remove the same at any time and from time to time.

5. Public Rights. Except as expressly provided herein, Grantor shall, at all times, make the Plaza Easement Area available for use by members of the public, except for such times as the Plaza Easement Area, or any portion thereof, must be closed for construction, maintenance or repair of the Plaza, the Parking Garage, or other related improvements or landscaping, to protect against unsafe conditions or to avoid the acquisition of adverse or prescriptive rights or for special events. Grantor shall have the right periodically, provided that any party so closing off all or any portion of the Plaza obtains any necessary permits for closing a public plaza and otherwise complies with Grantee's ordinances and requirements in connection therewith, to close off all or any portion of the Plaza for any of these purposes.

6. Rules and Regulations. Grantee shall have the right to formulate reasonable rules and regulations regarding the use of the Plaza Easement Area by the public; provided, however, that such rules and regulations shall be consistent with the generally applied rules and regulations promulgated by the Grantee for public plazas within the City of Milwaukee for similar public plazas with similar facilities. Grantor shall have the right to reasonable enforcement of such rules and regulations. Grantor shall have the right to promulgate and enforce its own rules and regulations governing the use of the Plaza Easement Area by the public; provided, however, Grantor's rules and regulations shall not be inconsistent nor conflict with the terms of **EXHIBIT B** or any rules and regulations promulgated by Grantee in accordance with the terms hereof. In the event of any such conflict, the terms of **EXHIBIT B** shall control.

7. Operating Costs. Grantor shall pay for all maintenance and operating costs for the Plaza Easement Area including, but not limited to, all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Plaza, if any and all repairs, including, without limitation, capital repairs, to the improvements comprising the Plaza Easement Area.

8. Alterations. Grantor shall not make any material structural alterations or modifications to the Plaza Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall not have any right to make any modifications to the Plaza Easement Area without the consent of Grantor, which consent may be withheld for any reason.

9. Assignment. Grantee shall not assign this Access Easement without the written consent of Grantor. Until such time as the construction of the Parking Garage is substantially completed, Grantor shall not assign its interests or obligations in this Access Easement without

the written consent of the Grantee; provided, however, that Grantor may assign all or any part of its interests and obligations hereunder to an affiliate of Grantor with an interest in the Property, to any holder of a mortgage on any part of the Property, and/or to any condominium unit owners or building owners association whether now existing or to be formed, with an interest in all or any part of the Property. Once the Parking Garage is substantially completed, Grantor may assign this Access Easement to any entity holding title to the Property. Upon any such assignment, the assigning party shall have no further rights or obligations under this Access Easement.

10. Run with the Land. This Access Easement is a permanent public access easement which shall run with the land, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns. This Access Easement shall survive the termination of the Development Agreement.

11. Notices. All notices to be given by one party to the other under this Access Easement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:
Florida Lofts LLC
c/o Hovde Realty, Inc.
122 West Washington Avenue, Suite 350
Madison, WI 53703
Attn: Michael F. Slavish

To Grantee:
Commissioner of City Development
City of Milwaukee
809 N. Broadway
Milwaukee, WI 53202

12. Enforcement. This Access Easement may be enforced either at law or in equity, with the non-breaching party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Access Easement is brought, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees incurred in such action.

13. Amendment. Except as otherwise provided herein, this Access Easement may be amended only by a written instrument executed by both Grantee and Grantor.

14. Counterparts. This Access Easement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Access Easement.

Signatures of Tom Barrett, Mayor; James R. Owczarski, City Clerk; and Martin Matson, Comptroller, authenticated this 9th day of April, 2015.

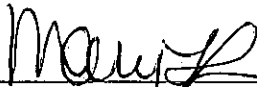

Mary L. Schanning, Assistant City Attorney
State Bar No. 1029016

EXHIBIT A

Legal Description of the Property

PARCEL A

The South 12.5 feet of Lot 4, together with the West ½ of vacated Greenbush Street adjoining said Lot 4, all of Lots 5 and 6, together with the West 70 feet of vacated Greenbush Street, adjoining said Lots 5 and 6, all of Lots 7 and 8 and the South 12.5 feet of Lot 9, together with the vacated alley formerly running through all of said premises, all in Block 14, in Walker's Point, being part of the Northeast ¼ of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL B

Being a part of vacated South 5th Street from West Florida Street north to the Soo Line Railroad Company right-of-way as vacated by Document Number 10366437, located in the NE ¼ of Section 32, Township 07 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more fully described as follows:

Beginning at the Southeast corner of said vacated South 5th Street, said point also being the Southwest corner of Block 14, Walker's Point, a recorded subdivision in the NE ¼ of said Section 22; thence S89°09'49"W along the South line of said vacated South 5th Street, 37.50 feet to the centerline of said vacated South 5th Street; thence N01°03'41"W, along said centerline and its northerly extension thereof, 112.50 feet; thence N89°09'49"E, 37.50 feet to the easterly line of said vacated South 5th Street and the westerly line of said Block 14; thence S01°03'41"E along said westerly line of Block 14, 112.50 feet to the point of beginning. Said description contains 4,219 square feet more or less.

EXHIBIT B

Rules and Regulations

1. Except as otherwise expressly provided in this Access Easement, open for use at all times except as it relates to adverse possession and times of construction, maintenance and repair of the Plaza Easement Area or surrounding buildings, improvements or landscaping.
2. Keep Property generally clean of litter on a daily basis.
 - Empty trash receptacles as necessary
3. Keep benches and other amenities in good, safe repair at all times.
4. Paint railings, benches and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes.
 - Remove graffiti as soon as practical (as weather permits).
5. Properly maintain all landscaping in a manner reasonably acceptable to the Commissioner of the Department of City Development of the City of Milwaukee.
6. Any other criteria or rules and regulations shall be consistent with the generally applied criteria and rules and regulations promulgated by the City for similar plazas with similar facilities.

Exhibit F

Public Parking Easement

PERMANENT PUBLIC
PARKING EASEMENT

Document Number

Document Title

PERMANENT PUBLIC PARKING
EASEMENT

FLORIDA LOFTS

Recording Area

Name and Return Address

Mary L. Schanning
Milwaukee City Attorney's Office
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202

4280303000

Parcel Identification Number (PIN)

Drafted by:

Mary L. Schanning
Assistant City Attorney
City of Milwaukee City Attorney's Office
200 East Wells Street, Suite 800
Milwaukee, WI 53202

1089-2014-1445:206235

PERMANENT PUBLIC PARKING EASEMENT

THIS PERMANENT PUBLIC PARKING EASEMENT is made as of _____, 2015, by and between FLORIDA LOFTS, LLC (“Grantor”), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, (“Grantee”).

WHEREAS, Grantor is the owner of certain property located at 408 West Florida Street in the City of Milwaukee, State of Wisconsin more particularly described on **EXHIBIT A** attached hereto (the “Property”); and

WHEREAS, Hovde Realty, Inc. (“Developer”), Grantee and the Redevelopment Authority of the City of Milwaukee (“RACM”) entered that certain Cooperation, Contribution and Redevelopment Agreement dated even with this Parking Easement, (the “Development Agreement”), pursuant to which Developer, Grantor’s sole member and an affiliate of Grantor, agreed to grant to Grantee a permanent public parking easement over a portion of the Property to allow the public to use 20 parking spaces located on the ground floor of the Parking Garage, as that term is defined in the Development Agreement, as shown on the attached **EXHIBIT B** (the “Public Spaces”). The Public Spaces and the portions of the Parking Garage necessary for vehicular and pedestrian access to and from the Parking Spaces shall constitute the “**Parking Easement Area.**”

NOW, THEREFORE, in consideration of the above recitals, the Grantor and Grantee agree as follows:

1. Easement. Grantor hereby conveys to Grantee a permanent easement upon and across the Parking Easement Area, subject to the limitations set forth in this Parking Easement and solely to the extent reasonably necessary for the purpose of providing parking for the benefit of the public 24 hours a day, seven days a week. The right of Grantee and the public to use the Parking Easement Area shall be limited to short term vehicular parking of passenger vehicles by the public and shall not include long term vehicle storage or parking of vehicles that are not operable. Except as expressly set forth in this Parking Easement, Grantor’s use of the Parking Easement Area or the Parking Garage shall not unreasonably interfere with the use of the Parking Easement Area by the general public or Grantee.
2. Effective Date. This Parking Easement shall not be effective until the Developer has been issued an occupancy permit for the Parking Garage.
3. Public Spaces Income; Rates. Grantor may charge hourly parking rates for use of the Public Spaces by the public. All revenue from the Public Spaces shall belong to Grantor. Rates for hourly parking for the Public Spaces shall not exceed the hourly rates for public parking for non-special events in accordance with City of Milwaukee Ordinance 309-61-2, Parking Rates (or successor ordinances), as the same may be amended from time to time).
4. Signage. Grantor shall erect, at its expense, signage at the Parking Garage meeting Grantee’s prior approval, at locations meeting Grantee’s prior approval, to notify the public about the availability of the Public Spaces and the rates for parking at the Public Spaces.

5. Maintenance. Grantor shall maintain the Parking Garage in good condition and repair. Grantor's maintenance duties include, but are not limited to removal of snow and ice, resurfacing and restriping as needed from time to time. If Grantor fails to maintain the Parking Easement Area in the condition required by this Parking Easement, Grantee may provide Grantor with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. If Grantor does not commence such maintenance or repair work within 30 days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantor's reasonable control, then Grantee may perform such work and shall be reimbursed by Grantor for all reasonable costs incurred in performing such work. With regard to snow and ice removal, the notice required by this section shall be 24 hours rather than 30 days. Should Grantor fail to reimburse the Grantee for such work within 30 days after written demand therefor, the Grantee shall be entitled to record a lien against the Property. Grantor hereby agrees that the Grantee shall have the right to assess the costs for such work as a special charge against the Property under the provisions of Sec. 66.0627, Stats., as the same may be renumbered from time to time. Should the Grantee need to proceed with such special charges under the provisions of Sec. 66.0627, Stats., Grantor hereby waives notice and hearing on such charges.

6. Public Rights. Except as expressly provided herein, Grantor shall, at all times, make the Parking Easement Area available for use by members of the public, except for such times as the Parking Easement Area, or any portion thereof, must be closed for construction, maintenance or repair or to avoid the acquisition of adverse or prescriptive rights.

7. Operating Costs. Grantor shall pay for all maintenance, management and operating costs for the Parking Easement Area including, but not limited to, all electricity, water and other utilities and all repairs, including, without limitation, capital repairs, to the Parking Easement Area.

8. Insurance. Throughout the term of this Parking Easement, Grantor, or its permitted successors and assigns (collectively referred to herein as "Grantor"), shall maintain comprehensive liability insurance in connection with the Parking Easement Area, naming the Grantee and its officers, agents, employees and permitted assigns as additional insureds against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000 for damage to property in any one accident. Grantor shall have the right to maintain the insurance coverages required to be maintained hereunder under umbrella or blanket insurance coverages covering other portions of the Property so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Parking Easement. At the option of the Grantee, the aforesaid minimum amounts may be reviewed and increased or decreased every 10 years, with any such adjustment being proportionate to the then current economic conditions but any resulting increase in such coverage must be commercially reasonable and prudent based on coverages provided for similar private parking areas as reasonably determined by Grantor and Grantee. Any such increases in coverage may be agreed to in writing by Grantor and Grantee without need for an amendment to this Parking Easement.

Grantor shall annually provide Grantee with a certificate(s) of insurance, naming the Grantee as an additional insured for purposes of this Parking Easement, and providing that the insurance company will furnish the Grantee with a 30 days written notice of cancellation, non-renewal, or material change.

9. Indemnification. Grantor shall defend and indemnify Grantee against any and all claims, damage, injury and liability attributed to, associated with or arising from, either directly or indirectly, this Parking Easement, the Parking Structure or the use of the Public Spaces unless caused by the negligent or reckless conduct of Grantee or its employees.

10. Alterations. Grantor shall not make any material structural alterations or modifications to the Parking Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall not have any right to make any modifications to the Parking Easement Area without the consent of Grantor, which consent may be withheld for any reason.

11. Assignment. Grantee shall not assign this Parking Easement without the written consent of Grantor. Until such time as the construction of the Parking Garage is substantially completed, Grantor shall not assign its interests or obligations in this Parking Easement without the written consent of the Grantee; provided, however, that Grantor may assign all or any part of its interests and obligations hereunder to an affiliate of Grantor with an interest in the Property, to any holder of a mortgage on any part of the Property, and/or to any condominium unit owners or building owners association whether now existing or to be formed, with an interest in all or any part of the Property. Once the Parking Garage is substantially completed, Grantor may assign this Parking Easement to any entity holding title to the Property. Upon any such assignment, the assigning party shall have no further rights or obligations under this Parking Easement.

12. Run with the Land. This Parking Easement is a permanent public parking easement which shall run with the land, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns. This Parking Easement shall survive the termination of the Development Agreement.

13. Notices. All notices to be given by one party to the other under this Parking Easement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:
Florida Lofts LLC
c/o Hovde Realty, Inc.
122 West Washington Avenue, Suite 350
Madison, WI 53703
Attn: Michael F. Slavish

To Grantee:
Commissioner of City Development
City of Milwaukee
809 N. Broadway
Milwaukee, WI 53202

14. Enforcement. This Parking Easement may be enforced either at law or in equity, with the non-breaching party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Parking Easement is brought, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees incurred in such action.

15. Amendment. Except as otherwise provided herein, this Parking Easement may be amended only by a written instrument executed by both Grantee and Grantor.

16. Counterparts. This Parking Easement may be executed in any number of counterparts; and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Parking Easement.

17. No Joint Venture. No provision hereof shall be deemed to constitute the parties hereto as partners of one another or joint ventures of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

18. Authority. Whenever in this Parking Easement the consent or approval of Grantee is required or the discretion of Grantee may be exercised, the Commissioner of City Development of the City of Milwaukee shall have the authority to provide such a consent or approval or to exercise such discretion.

Dated this ____ day of _____, 2015.

SIGNATURE LINES ARE ON THE FOLLOWING PAGE

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A

The South 12.5 feet of Lot 4, together with the West ½ of vacated Greenbush Street adjoining said Lot 4, all of Lots 5 and 6, together with the West 70 feet of vacated Greenbush Street, adjoining said Lots 5 and 6, all of Lots 7 and 8 and the South 12.5 feet of Lot 9, together with the vacated alley formerly running through all of said premises, all in Block 14, in Walker's Point, being part of the Northeast ¼ of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL B

Being a part of vacated South 5th Street from West Florida Street north to the Soo Line Railroad Company right-of-way as vacated by Document Number 10366437, located in the NE ¼ of Section 32, Township 07 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more fully described as follows:

Beginning at the Southeast corner of said vacated South 5th Street, said point also being the Southwest corner of Block 14, Walker's Point, a recorded subdivision in the NE ¼ of said Section 22; thence S89°09'49"W along the South line of said vacated South 5th Street, 37.50 feet to the centerline of said vacated South 5th Street; thence N01°03'41"W, along said centerline and its northerly extension thereof, 112.50 feet; thence N89°09'49"E, 37.50 feet to the easterly line of said vacated South 5th Street and the westerly line of said Block 14; thence S01°03'41"E along said westerly line of Block 14, 112.50 feet to the point of beginning. Said description contains 4,219 square feet more or less.

EXHIBIT B

DIAGRAM OF PUBLIC PARKING SPACES

(See Attached)

Exhibit G

Insurance Certificate

