



# Wauwatosa, WI

## Community Affairs Committee

### Meeting Agenda

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Tuesday, May 12, 2026

7:30 PM

Common Council Chambers and Zoom:  
<https://servetosa.zoom.us/j/86222394038>,  
Meeting ID: 862 2239 4038

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#### Regular Meeting

#### HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

#### CALL TO ORDER

#### ROLL CALL

#### COMMUNITY AFFAIRS COMMITTEE ITEMS

1. Consideration of agreement with Grow Solar Milwaukee-Waukesha for use of the City of Wauwatosa logo for the 2026 solar group purchasing program [26-0786](#)
2. Consideration of approval of an agreement between the City and the City of Wauwatosa VFW Post 1465 for the Construction of a Veterans Memorial located on City-owned land at Harwood and Milwaukee Avenues [26-0844](#)
3. Consideration of termination of a development agreement with TI Investors of Wauwatosa LLC for the property located at 1425 Discovery Parkway [26-0855](#)

#### ADJOURNMENT

#### NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to [tclerk@wauwatosa.net](mailto:tclerk@wauwatosa.net), with as much advance notice as possible.



# Wauwatosa, WI

## Staff Report

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**File #:** 26-0786

**Agenda Date:** 5/12/2026

**Agenda #:** 1.

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Consideration of agreement with Grow Solar Milwaukee-Waukesha for use of the City of Wauwatosa logo for the 2026 solar group purchasing program

**Submitted by:**

Megan Conway, Sustainability Manager

**Department:**

Department of Public Works

**A. Issue**

Authorization of the use of the City of Wauwatosa logo by Grow Solar Milwaukee-Waukesha, a program of the non-profit organization Midwest Renewable Energy Association, in conjunction with its 2026 solar group purchasing program for residential and commercial properties in Wauwatosa, as well as the broader Milwaukee and Waukesha Counties.

**B. Background/Options**

In 2017, 2024, and 2025, Wauwatosa's Common Council approved agreements for the use of the City logo by Grow Solar Greater Milwaukee and Grow Solar Milwaukee-Waukesha, programs of the non-profit organization Midwest Renewable Energy Association (MREA). The 2026 iteration of the program provides property owners in Milwaukee and Waukesha Counties the opportunity to participate in a solar group buy to receive solar panel installation at discounted prices from a vetted installer. To select an installer for the program, MREA conducted a competitive RFP process reviewed by an Advisory Committee of local stakeholders. MREA has significant experience in managing solar group buy programs in the Midwest and has conducted annual programs across six states since 2013. In the 2025 Grow Solar Milwaukee-Waukesha program alone, 36 properties installed 287 kilowatts of renewable solar energy systems.

In order to meet the goal of community carbon neutrality by 2050 adopted in the 2020 City of Wauwatosa Energy Resolution, renewable energy generation on privately owned residential and commercial buildings will need to significantly expand. Increased adoption of rooftop solar, supported by the Grow Solar program can support the City's sustainability goals.

MREA is interested in renewing a logo use agreement for 2026 that will include City of Wauwatosa within a larger group of participating municipalities in Milwaukee and Waukesha Counties to encourage installations of solar equipment resulting in electricity cost savings and reduced greenhouse gas emissions. The agreements between the City and MREA in 2017, 2024, and 2025 allowed for the use of the City of Wauwatosa logo for the purpose of promoting the program, particularly to Wauwatosa residents and businesses. The agreement protected the City's interests, including intellectual property rights in its logo. An updated version for 2026 is attached.

**C. Strategic Plan (Area of Focus)**

Priority Area Three: Infrastructure  
Priority Area Five: Quality of Life

**D. Fiscal Impact**

There is no cost to the City. Limited staff time is expected to promote the program and answer resident inquiries.

**E. Recommendation**

Staff recommends approval of the attached agreement for use of the City logo by Grow Solar Milwaukee Waukesha, limited to the 2026 program.

LOGO USE AGREEMENT  
BETWEEN  
CITY OF WAUWATOSA  
AND  
MIDWEST RENEWABLE ENERGY ASSOCIATION

THIS AGREEMENT (this “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, between the CITY OF WAUWATOSA, a Wisconsin Municipal Corporation (hereinafter “CITY”), and Midwest Renewable Energy Association, a nonprofit corporation of Wisconsin (Hereinafter “Licensee”). CITY and Licensee enter into his agreement consistent with their charitable missions relating to climate change.

LICENSE. (a) CITY grants to Licensee a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license (the “License”) to use the City’s logo as set forth in Exhibit A (the “Logo”) for the limited purpose of identifying CITY as a sponsor of Solar Group Buys in and around WAUWATOSA, WISCONSIN during the Term. The Logo shall not be revised or altered from the form provided in any way and must be displayed in the same form (and colors, if applicable) as provided by CITY.

(b) The Licensee acknowledges CITY’s ownership of the Logo, the value of the goodwill associated with the Logo and the validity of the City’s rights in the use of the Logo and will take no action that will interfere with or diminish CITY’s rights in the Logo. Nothing in this Agreement gives Licensee any right, title or interest in the Logo. Licensee will not use, nor permit the use of, the Logo in any manner not expressly permitted by this Agreement. Licensee shall employ best efforts to use the Logo in a manner that does not derogate from CITY’s rights in the Logo and does not in any way disparage or injure CITY’s reputation for high quality.

(c) Upon request, the Licensee will supply CITY, at no cost and with no obligation to return, suitable specimens or evidence of its use of the Logo to verify compliance with this Agreement. Licensee will remedy any material deficiencies in its use of CITY’s Logo upon notice from CITY.

2. TERM. The term of this Agreement (the “Term”) commences upon the date set forth above and terminates on the 31st day of December, 2026, unless earlier terminated for any reason by CITY.

3. NO ENDORSEMENT. Nothing herein shall create or imply an endorsement of Licensee by CITY or any of its related entities. Licensee shall not describe its relationship with CITY as an endorsement by CITY or any of its related entities on its packaging, in its promotional materials, in its advertisements, or in any other communication. In addition, Licensee shall not use the Logo in any advertisement or promotion that includes reference to a particular solar installer or other for-profit business.

Any printed or other use of the logo shall include a specific written statement on the same page as the logo reading as follows: *“Use of the City of Wauwatosa logo is not an endorsement of Midwest Renewable Energy Association or any private company associated with installation of products discussed in this publication.”*

4. NO JOINT VENTURE. Nothing in this agreement or in its performance is intended to create an employer-employee relationship, partnership, agency, joint venture, or franchise relationship between the Parties. All activities set forth in this Agreement will be performed by Licensee and CITY as independent parties.

5. MISCELLANEOUS. This Agreement sets forth the entire understanding of the Parties concerning the matters covered hereby and supersedes any prior agreement or understanding relating to it. This Agreement will be governed by the laws of the State of Wisconsin. No Amendment will be effective except when in writing signed by both CITY and the Licensee. If any provision of this Agreement is held invalid, the other provisions will remain in full force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

Agreed to and Accepted by:

CITY OF WAUWATOSA

Agreed to and Accepted by:

Midwest Renewable Energy Association

\_\_\_\_\_  
Dennis McBride  
Mayor

Date:

\_\_\_\_\_  
Title:

Date:

\_\_\_\_\_  
Deyanira  
Nevarez  
City Clerk

Date:

Approved as to Form and Execution:

\_\_\_\_\_  
Jennifer  
Tate  
City Attorney

Date:

Contact information for notices:

City of Wauwatosa  
Attention: City Attorney  
7725 West North Avenue  
Wauwatosa, Wisconsin 53213

E-mail: *tattorney@wauwatosa.net*

Contact information for notices:

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Exhibit A  
LOGO VERSION TO BE USED AS PART OF THE AGREEMENT





# Wauwatosa, WI

## Staff Report

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**File #:** 26-0844

**Agenda Date:** 5/12/2026

**Agenda #:** 2.

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Consideration of approval of an agreement between the City and the City of Wauwatosa VFW Post 1465 for the Construction of a Veterans Memorial located on City-owned land at Harwood and Milwaukee Avenues

**Submitted by:**

David Simpson, Director of Public Works

**Department**

Department of Public Works

**A. Issue**

Representatives from Veterans of Foreign Wars (VFW) Posts 1465, 6498 and 8320 have been working with the City to find a location to construct a Veterans Memorial in Wauwatosa following an extensive fundraising campaign by the group. Approval of an agreement to construct the Memorial on City owned property is needed to move the project forward.

**B. Background/Options**

Representatives from VFW Posts 1465, 6498 and 8320 formed a Committee to design, fundraise, and construct a Wauwatosa Veterans Memorial, originally intended to be located at Hart Park. Following the historic flooding in August of 2025 the decision was made to look for sites outside of the floodway to prevent future damage to the Memorial as well as reduce costs and time related to regulatory approvals that would be needed to place a memorial in Hart Park.

After exploring many sites the veterans group has decided that the City owned property at the western corner of Harwood Avenue and Milwaukee Avenue would be a good fit for the proposed Memorial. This triangular shaped property is the location of Wauwatosa's first public library which operated from 1896 until 1957 when it was replaced by the City's current library. Currently, the site is City owned green space, however, not currently designated as a City park.

In order for the veterans group to proceed with this project the City's Common Council would first need to approve an agreement for the construction and dedication of the Memorial. A draft of such an agreement is attached as well as the most recent draft plans that the group has supplied to the Design Review Board. In the plans you will see the proposed site plan, landscape plan, various details, as well as the Memorial itself, which is shown on the upper left corner of Sheet SD1.5. Given that the proposed Memorial site includes pergolas, which are considered a structure, the Memorial was required to obtain Design Review Board approval, which was granted on May 7<sup>th</sup>. Also, given that the pergolas are located within the street setback, as well as into the right-of-way, approval from the Board of Zoning Appeals is needed.

Approval of the attached agreement will delegate responsibilities to the veterans group to fund and construct the entire project and once completed to the City's satisfaction, it would be dedicated to the City of Wauwatosa for

ownership and maintenance. The only ongoing veterans group responsibility will be to provide flag replacements at least annually that City staff will raise. City maintenance obligations will include all maintenance similar to other City owned facilities such as litter pick up, landscape maintenance and replacement, vandalism removal, and flag lowering for half staff orders. The City will also be required to fund future large-scale projects such as pergola replacement.

**C. Strategic Plan (Area of Focus)**

Quality of Life

**D. Fiscal Impact**

Construction costs for the Memorial are being paid for by the veterans groups. The agreement, as drafted, conveys ownership and all maintenance costs onto the City upon completion of construction, other than flags, which will continue to be provided annually by the veterans group through a Friends Group they plan to form.

**E. Recommendation**

Approval of the attached Agreement between the City of Wauwatosa and City of Wauwatosa VFW Post 1465 for construction and dedication of a Veterans Memorial

**Agreement Between  
The City of Wauwatosa and  
City of Wauwatosa VFW Post 1465 for  
Construction and Dedication of a Veterans Memorial**

This agreement is between the City of Wauwatosa ("City") and City of Wauwatosa VFW Post 1465 ("VFW").

WHEREAS, the City of Wauwatosa owns lands identified by Tax Key #3700420000 located at the western corner of the intersection of Harwood Avenue & Milwaukee Avenue in the City of Wauwatosa (the "City Property"); and

WHEREAS, VFW desires to create a veterans memorial within the City Property honoring all those who have served in the United States of America Armed Forces inclusive of all six branches of the United States military. VFW has offered to raise the necessary funds and to be the contracting responsible party for the construction of the veterans memorial (the "Memorial"), through its own efforts; and

WHEREAS, §62.15(1e) of the Wisconsin Statutes allows municipalities to accept donated improvements on public lands as an exception to the requirements of the public bidding statute; and

WHEREAS, the VFW has agreed that it will dedicate the completed Memorial to the City and that it will become the property of the City upon its completion and acceptance by the City; and

WHEREAS, the parties intend that these provisions be fully incorporated into the terms and conditions of this agreement, and are not mere recitals;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the following terms and conditions of this agreement:

**Article I – Status of VFW**

At the outset and throughout the term of this agreement, VFW shall:

- 1.1 Be organized legally and remain so organized as a legal entity under Chapter 181, of the Wisconsin Statutes.
- 1.2 Maintain a current registration with the State of Wisconsin Department of Financial Institutions, or successor office.
- 1.3 Continue to maintain eligibility for Internal Revenue Service for certification establishing VFW as a tax-exempt entity under Sec. 501(c)(19) of the Internal Revenue Code.
- 1.4 Supply to the City written verification of VFW's compliance with this Article, within 30 days of the City's request for such documentation.

## Article II – VFW Obligations Related to Construction Activities

VFW shall:

- 2.1 Be the contracting/responsible party for all of the construction of the Memorial, to be located on City Property pursuant to plans and designs which must be approved by the City's Appropriate approval bodies, including, but not limited to, the Engineering Division, Development Department, and Citizen Boards, where required (the "**Work**"). To this end, VFW shall employ a qualified general contractor to coordinate and oversee the construction of the Memorial. The General Contractor shall be qualified, as determined by VFW and the City.
- 2.2 To the greatest extent possible during construction of the Memorial, VFW will keep the City Property free and clear of all liens. Upon completion of construction and dedication of the Memorial to the City, the Memorial shall be free and clear of all liens, and all necessary lien waivers shall be provided to the City by VFW and it(s) contractor(s).
- 2.3 In addition to those insurance coverages described in Section 5.3 below, provide Property Coverage (Builder's Risk) on a replacement cost basis which shall cover property on the project work sites and property in transit.
- 2.4 Provide workers' compensation coverage and commercial general liability coverage for their employees.
- 2.5 Secure all required City plan reviews and approvals; secure all appropriate permits for construction of the Memorial.
- 2.6 Prepare, or cause to be prepared, a schedule for the performance of the services under this agreement which shall take into consideration the needs of the City and coordination with other projects that may be undertaken in the area of the City Property. This schedule shall include allowances for adequate periods of time required for the City's review of submissions, and for approval of submissions by authorities who may assert jurisdiction over the project.
- 2.7 Ensure compliance with the approved site and building plans, and all applicable codes and regulations applicable to construction of this Memorial.
- 2.8 Provide an ongoing progress report to the City not less than once every calendar month, or at other such times as reasonably requested by the City. To this end, VFW agrees to inspection of the Memorial by representatives of the City during normal business hours or other such hours as work may be occurring at the Memorial site.
- 2.9 Provide to the City a list of contractors and individuals and the value of their donations of cash, materials and services. If any such donors have requested anonymity, the City shall take all precautions available under the Wisconsin Open Records Law to ensure that such anonymity is preserved.
- 2.10 Transfer title and possession of the completed Memorial, free and clear of all liens or encumbrances unless otherwise agreed to in writing by the City, to the City subject to the City's satisfaction that all VFW obligations have been met, including completion of all restoration in and around the Memorial and all punch list items required by the City. All rights to enforcement of warranties and guarantees regarding construction or materials used therein shall be transferred to the City at this time.
- 2.11 Construction of the Memorial shall be completed by 12/31/2026 unless the delay is

beyond the reasonable control of the Contractor or otherwise agreed to by the parties in writing. Delay by the City to approve timely submitted materials shall be considered outside of the reasonable control of the Contractor.

- 2.12 Provide replacement flags at least annually for all flags flown in the Memorial.

### **Article III – City Obligations**

The City shall:

- 3.1 Permit VFW and its general contractor, and all other persons duly authorized by VFW or its contractor, to enter and utilize the City Property in the City of Wauwatosa to such extent necessary for purposes of constructing and equipping the Memorial, pursuant to the terms and conditions of this Agreement.
- 3.2 Waive all applicable City permit fees.
- 3.3 Provide electrical utility service to the Memorial after construction completion.
- 3.4 Upon completion of the Memorial to the sole satisfaction of the City, shall accept transfer and ownership of the Memorial and delegate operational responsibility for the Memorial to the City.
- 3.5 After Memorial completion and acceptance, the City will insure the Memorial under its normal insurance coverages.
- 3.6 Provide City resources, or contract with an appropriate organization, for ongoing operation, management and maintenance of the Memorial.
- 3.7 Name the Memorial and allow VFW to provide appropriate recognition of donors in a manner consistent with the donor recognition plan included in the construction documents.

### **Article IV – Ownership and Use of Documents and Electronic Data**

- 4.1 Drawings, specifications and other documents and electronic data are furnished for use solely with respect to this project. The City shall be permitted to retain copies, including reproducible copies of the drawings, specifications and other documents and electronic data furnished by VFW or its contractors for information and reference in connection with the project subject to the provisions contained in 4.2 and 4.3 below.
- 4.2 The City may use the drawings, specifications, and other documents and electronic data furnished by VFW or its contractors in order to complete or modify the construction of the Memorial.
- 4.3 If VFW or its contractors' default in its obligations to VFW or City, VFW or its contractors shall grant a license to the City to use the drawings, specifications, and other documents and electronic data for the completion of the Memorial.

### **Article V– Indemnification and Insurance**

- 5.1 To the fullest extent permitted by law, VFW and its contractor shall indemnify and hold harmless the City, their employees, elected officials, board members, and consultants from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or

destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of VFW or its contractors, anyone directly or indirectly employed by VFW or its contractors or anyone for whose acts VFW or its contractors may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

5.2 In claims against any person or entity indemnified under this article by an employee of VFW or its contractors, anyone directly or indirectly employed by VFW or its contractors or anyone for whose acts VFW or its contractors may be liable, the indemnification obligation under this article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for VFW or its contractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

5.3 In addition to the Indemnification requirements above, VFW or its contractor shall not commence work until VFW or its contractor has obtained all insurance required below, naming the City of Wauwatosa as an additional insured, and has provided acceptable proof of such insurance to the City.

A. Commercial General Liability coverage at least as broad as Insurance Services Office Forms #CG 00 01 07 98 and #CG 25 03 11 85, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits:

1.	General aggregate limit per project	\$2,000,000
2.	Products-Completed Operations aggregate	2,000,000
3.	Personal and Advertising Injury limit	1,000,000
4.	Each Occurrence limit	1,000,000
5.	Fire Damage limit — any one fire	50,000
6.	Medical Expense limit — any one person	10,000

B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1-Any Auto basis.

C. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

D. Professional Liability. Each Claim -- \$500,000.00; annual aggregate -- \$1,000,000.00. coverage must continue for 2 years after final payment for services.

**Article VI – Miscellaneous Provisions**

- 6.1 Time is of the essence with regard to all dates contained in this agreement.
- 6.2 This agreement shall be governed by the laws of the State of Wisconsin.

- 6.3 This agreement shall be binding upon the parties hereto, their heirs, successors and assigns. Subject to para. 6.4 below, no party shall assign this agreement without the written consent of all other parties.
- 6.4 The parties agree that VFW may assign this agreement to a successor organization currently being formed entitled “Friends of Wauwatosa Veterans Memorial, Inc.” After said assignation, VFW will be relieved of its responsibilities under the agreement. Successor organization will meet all requirements set forth in Article I above and be subject to all terms and obligations of this agreement. No further consent will be required for said assignation nor will it affect the validity of this agreement.
- 6.5 This agreement represents the entire agreement between the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by all parties.

#### **Article VII – Termination of Agreement**

- 7.1 This agreement shall terminate automatically when the parties have completed their respective obligations under the terms and provisions of this agreement, or when the purposes of this agreement have been fulfilled to the sole satisfaction of the City.
- 7.2 This agreement may be terminated by any party upon fourteen (14) days written notice to the other parties hereto should any party fail to substantially perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
- 7.3 Upon receiving any notice of termination from the other party, the receiving party shall be provided the opportunity to cure any noted defects prior to termination of the notice period.
- 7.4 In the event of termination, VFW shall ensure that its contractors are compensated for services performed to the termination date, together with reimbursable expenses then due. Thereafter, at its sole discretion, the City may assume any contractual relationship it deems necessary to complete construction of the Memorial.

#### **Article VIII – Work by the City; Public Construction Contractors**

- 8.1 The City reserves the right to perform construction or operations related to the Memorial with the City’s own employees and to award separate contracts in connection with the Memorial or other construction or operations on the site under conditions identical to the provisions of this Agreement. If VFW or its contractors claim that delay is involved because of such action by the City, VFW or its contractors shall notify the City of such claims and the parties may adjust the contract time accordingly. If VFW or its contractors claims that additional cost is involved because of such action by the City, VFW or its contractors shall notify the City of such claims and the parties may enter into a change order if necessary to account for such additional cost.
- 8.2 VFW or its contractors shall afford the City’s employees or separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate VFW or its contractors’ construction and operations with theirs as required.

**Article IX – Notices**

Notices required to be given under this Agreement shall be given as follows:

To the City of Wauwatosa:

Director of Public Works  
City of Wauwatosa  
11100 West Walnut Road  
Wauwatosa, WI 53226

With a copy to:

City Attorney  
7725 West North Avenue  
Wauwatosa, WI 53213

To VFW:

9265 Harding Blvd.  
Wauwatosa, WI 53226

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF WAUWATOSA

City of Wauwatosa VFW Post 1465

\_\_\_\_\_  
Dennis McBride, Mayor

By: \_\_\_\_\_  
Benjamin Hruz, Commander

\_\_\_\_\_  
Deyanira Nevarez, City Clerk

APPROVED AS TO FORM AND  
EXECUTION:

\_\_\_\_\_  
Attorney’s Office Representative



# Wauwatosa, WI

## Staff Report

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**File #:** 26-0855

**Agenda Date:** 5/12/2026

**Agenda #:** 3.

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Consideration of termination of a development agreement with TI Investors of Wauwatosa LLC for the property located at 1425 Discovery Parkway

**Submitted by:**

Cody Pansing

**Department:**

City Attorney

### Background

On March 26, 2013, the City of Wauwatosa entered into a Development Agreement with TI Investors of Wauwatosa LLC for the development of property located at 1425 Discovery Parkway. In 2016, the agreement was assigned to 1425 Discovery LLC and was subsequently assigned again to 1425 Discovery Holdings LLC, the current owner of the property.

On March 16, 2026, counsel for 1425 Discovery Holdings LLC formally requested that the City terminate the Development Agreement.

### Current Status of the Agreement

The Development Agreement has, for all practical purposes, run its course:

The ten (10)-year term of the agreement expired in 2023.

All required payments have been made in full.

There are no existing defaults on the part of either party.

There are no remaining obligations for either the City or the developer.

The only provision that could arguably be considered still active is Section 8(c), which provides that if the developer charges for parking, the City is entitled to fifty percent (50%) of that revenue. However, given that 1425 Discovery Parkway operates as a commercial office building, it is highly unlikely that the owner would begin charging employees for parking. As a practical matter, Section 8(c) is effectively moot.

### Recommendation

It is the opinion of the City Attorney that this Development Agreement can and should be terminated consistent with the owner's request. The agreement has fulfilled its intended purpose, all obligations have been met, and no party will be prejudiced by its termination.

March 16, 2026

*via e-mail:* [mhammond@wauwatosa.net](mailto:mhammond@wauwatosa.net)

City of Wauwatosa  
Attn: Mark Hammond, Development Director  
7725 W. North Avenue  
Wauwatosa, WI 53213

**Re: Request for Termination of Development Agreement, 1425 Discovery Parkway,  
Wauwatosa, Wisconsin**

Dear Mark:

On behalf of 1425 Discovery Holdings, LLC (“Purchaser”), I am writing to request that the City of Wauwatosa terminate the Development Agreement originally entered into between the City and TI Investors of Wauwatosa, LLC, dated March 26, 2013. As you know, the Development Agreement was subsequently assigned to 1425 Discovery, LLC in 2016. Purchaser has recently closed on its acquisition of the property from 1425 Discovery LLC. The rights and obligations under the Development Agreement have been assigned to Purchaser. Purchaser requests that the City terminate the Development Agreement at this time.

As reflected in the Estoppel Certificate executed by the City at the time of the recent purchase, the following facts are agreed:

1. The Agreement has not been amended, modified, or supplemented except as set forth in the recorded documents referenced above
2. The Agreement remains in full force and effect, but there are no existing defaults by any party under the Agreement.
3. There are no outstanding, due, or payable fees or costs to the City under the Agreement.

In addition, Purchaser has caused the prior owner to record the Storm Water Management Practice Maintenance Agreement previously executed between Innovation One Development Partners, LLC, and 1425 Discovery, LLC, against the appropriate parcel. The recording of that document was requested by the Engineering Services Division as a condition of the Zoning Administrator’s approval of the Minor Planned Use Development amendment associated with Purchaser’s acquisition of the Property.



March 16, 2026  
Page 2

Given these circumstances, and considering that the development obligations contemplated by the Agreement have been completed or have otherwise expired, the continued existence of the Agreement serves no remaining purpose. Its termination will allow the Purchaser to proceed with ongoing occupancy of the property without the encumbrance of outdated or satisfied development obligations.

Accordingly, Purchaser respectfully requests that the City execute a Termination of Development Agreement suitable for recording with the Milwaukee County Register of Deeds. We would be happy to prepare a draft termination document for your review or to work with the City Attorney's office if the City prefers to prepare its own form.

Please let me know if you would like to discuss the request or if additional information would assist the City in processingP this matter. We appreciate your cooperation and look forward to working with you on a smooth process terminating the Development Agreement.

Please feel free to contact me or my colleague Alan Kesner with any questions or concerns you may have regarding this request.

Very truly yours,

**MICHAEL BEST & FRIEDRICH LLP**

A handwritten signature in cursive script that reads 'Jonathan T. Luljak'.

Jonathan T. Luljak

cc: Jennifer Tate, City Attorney (via e-mail [jtate@wauwatoso.net](mailto:jtate@wauwatoso.net))

MBF\021300\0020\53068043.v1-3/16/26

**DOC.# 10230339**

RECORDED  
03/26/2013 09:33AM

JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: \$30.00

FEE EXEMPT #: 0  
0

\*\*\*This document has been  
electronically recorded and  
returned to the submitter. \*\*

**DEVELOPMENT  
AGREEMENT**

Document Number

Document Title

Drafted by and Return to:  
James B. Young, Esq.  
Young & Madigan  
710 North Plankinton Avenue  
Milwaukee, WI 53203

*PART 373-9999-16*

Parcel Identification Number

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of the 22<sup>nd</sup> day of March, 2013, by and among the City of Wauwatosa, Wisconsin, a Wisconsin municipal corporation (the "City"), and TI Investors of Wauwatosa LLC, a Wisconsin limited liability company (the "Developer").

### RECITALS:

WHEREAS, Developer is the owner of certain land in the City of Wauwatosa, Wisconsin located at 1425 Discovery Parkway, Wauwatosa, Wisconsin 53226, legally described on Exhibit A, which is attached hereto and incorporated herein by this reference, and is the holder of an adjoining easement, the area of which is also legally described on Exhibit A (collectively the "Developer's Property" or "Property"); and

WHEREAS, Developer has agreed to construct a 90,000± rentable square foot ("RSF") three (3)-story office building (80,000± RSF of which is to be initially fully built out with a tenant option to fully build out the remaining 10,000± RSF) containing one hundred (100) stalls of underground parking and three hundred five 305 surface parking stalls located on, and inclusive of, the Property (collectively the "Project" or "Development"); and

WHEREAS, the parties enter into this Development Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the Property and Project.

WHEREAS, the Property is presently zoned for the development and operation of this Project; and

WHEREAS, the Developer, in connection with the Project and the Property, has participated in the municipal approval process required by the City for this Project, which municipal process has been what is required of a development such as the Project; and

WHEREAS, the City, including without limitation, the Common Council and Plan Commission approved the Project and the Plans (as defined below).

### AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1. Project Overview

On March 5, 2013, the Common Council of the City (the "Common Council") adopted an amendment to a Business Planned Development at the Property which authorized for the Project.

On March 5, 2013, the Common Council approved terms for Tax Incremental Financing and authorized execution of this Development Agreement to implement the TIF Plan (hereinafter defined), consistent with the amendment to the Project Plan for Wauwatosa Tax Incremental

District #6, approved on February 19, 2013. The Common Council has approved all other agreements and/or transactions that require its approval with respect to this matter.

A site plan of the Development is shown on the attached Exhibit B.

### SECTION 2. Plans

The City, including, without limitation, the City's Department of Public Works and Department of Development, has received the following preliminary plans (collectively the "Plans") related to Developer's development of the Project:

1. Plan submittal prepared by Eppstein Uhen Architects, Inc. (EUA)
  - a. Cover/Index sheet
  - b. C001 - Campus Masterplan
  - c. C002 - Site Plan
  - d. C003 - Current City & UWM Real Estate Foundation Innovation Campus Development Plan
  - e. C004 - Site Plan Overlay
  - f. C100 - Basemap Information
  - g. C101 - Site Demolition Plan
  - h. C102 - Site Plan
  - i. C103 - Site Geometric Plan
  - j. C104 - Site Grading Plan
  - k. C105 - Site Utility Plan
  - l. C106 - Site Erosion Control Plan
  - m. C107 - Site Details
  - n. C108 - Site Details
  - o. C109 - Site Details
  - p. C110 - Site Details
  - q. C111 - Site Details
  - r. L101 - Site Landscape Plan updated February 22, 2013
  - s. L102 - Site Landscape Details updated February 22, 2013

- t. ES100 - Site Plan - Electrical - Photometrics updated February 19, 2013
- u. A100 - Floor Plans
- v. A200 - Exterior Elevations
- w. A201 - Rendering From Interchange
- x. A202 - Rendering From The South
- y. A203 - Rendering Of The Patio
- z. A204 - Rendering From The East

Upon receipt of final versions of each of the Plans, the City represents, warrants and covenants that it and every instrumentality or officer of the City will review the Plans in a timely and professional manner and will not unreasonably delay permit issuance due to plan review, provided such plans are acceptable and sufficient for approval. With the exception of fire sprinkler calculations and updated stormwater management plans incorporating the Development into the overall stormwater plan for Innovation Campus, the city agrees that it does not need to review or approve any other types of plans, designs or specifications for this Project in order to issue a building permit for the Project.

### SECTION 3. Community Impact

The City has determined that the proposed development of the Project will be a benefit to the City and will not have negative effects on the environment, abutting property values, the character of the surrounding neighborhood, demand for service and infrastructure and traffic safety, provided that the items in this Development Agreement are complied with by the Developer.

### SECTION 4. Aesthetics and Visual Guidelines

The City's Design Review Board reviewed and approved the Plans at their meeting on February 7, 2013. Minor changes in the approved Plans, such as a change in exterior colors, materials, design elements and/or changes in dimensions of building footprints amounting to adjustment of less than five (5) feet at any one dimension shall be subject to additional review and approval by the City's Design Review Board. All more significant changes in the approved Plans (other than minor changes described in the previous sentence) shall be subject, not only to additional review and approval by the City's Design Review Board, but also to additional review and approval by the City's Plan Commission and Common Council.

### SECTION 5. City's Commitments and Responsibilities Relating to Infrastructure

The City shall pay and be responsible for the construction of the following infrastructures for the benefit of the Development:

- a. The roads, curb, gutter and sidewalk constituting Discovery Parkway, Eschweiler Drive and the access roadway, all as depicted on Exhibit B hereto.

b. Public water, sanitary sewer, storm sewer and street lighting necessary to serve the Development.

c. The improvements referred to in Sections 5.a. and b. above shall be constructed in full compliance with all applicable federal, state, county and city standards, codes, laws and regulations.

d. The City will use its best efforts to assure that improvements referred to in Section 5.a. and b. shall be completed on or before August 15, 2013, time being of the essence, to a level which will allow the Developer to maintain the construction schedule for the Development.

#### SECTION 6. City's Development Assistance

As part of the City's commitment and responsibility for development assistance to the Project, the City hereby agrees as follows:

a. The City will pay the Developer the actual construction costs for 100 under-building parking stalls, not to exceed Two Million Ninety-one Thousand and 00/100 Dollars (\$2,091,000.00). Payments to be made as monthly progress payments, based upon Developer's documentation of actual costs incurred by Developer during the construction period, with a ten percent (10%) retainage payable upon substantial completion of the Development. No interest shall be paid to Developer.

b. Also as part of the City's commitment and responsibility for development assistance to the Project, the City hereby agrees that, upon substantial completion of the porous pavement areas of the Development, the City shall provide a storm water money grant to the Developer to offset Developer's costs to provide stormwater filtration and storage capacity which would otherwise have been provided by the City through the construction of bio filtration basins, the amount of which shall not be more than the City's cost savings from reduction of stormwater capacity which would otherwise be necessary through the construction of bio-swales by the City. The current estimated amount of such grant is One Hundred Thirty-nine Thousand and 00/100 Dollars (\$139,000.00).

#### SECTION 7. The Development

Developer covenants and warrants to the City that the Development contemplated by this Agreement will contain a three (3)-story 90,000± rentable square foot office building with one hundred (100) underground parking stalls and three hundred five (305) adjoining surface parking stalls.

#### SECTION 8. Developer's Commitments and Responsibilities

a. Attached hereto as Exhibit C is the form of Completion Guaranty of Zilber Ltd. ("Zilber"), a Delaware corporation, which is the parent corporation of Towne Realty, Inc., the sole member of Developer, which has been simultaneously executed by Zilber and delivered to the City, whereby and whereunder Zilber has guaranteed to the City the Completion of the Development

b. The Developer hereby warrants and represents to the City that as of March 22, 2013, the Developer as Landlord will have entered into an Office Building Lease ("ABB Lease") with ABB Inc., a Delaware corporation ("ABB"), as tenant, whereby and

whereunder the Developer has leased to ABB the Development for a Lease term of ten (10) years with two (2) five (5)-year lease options in favor of ABB. The terms of Lease provide, among others, that the tenant of the Property cannot be charged for use of parking spaces other than reimbursing the Developer for operating expenses relating to such parking spaces. Execution of the ABB Lease is a condition precedent to the City's participation, and failure to enter into the lease shall be cause to terminate this agreement. A copy of the ABB Lease as executed, with signatures, will be provided on a confidential basis to the City Attorney following its execution.

c. The Developer hereby agrees that if during the life of the City TIF District additional parking charges are implemented by the Developer at the Development, the City will be entitled to fifty percent (50%) of gross revenues from such additional parking charges.

d. During the life of the City TIF District, Developer, for itself and any successor owner of the Development, hereby agrees that, during the initial ten (10)-year term of the Lease, no party shall have the authority to challenge the assessed value of the Property, in order seek to reduce the combined real and personal property taxes assessed against the Project and any personal property associated with the Project and located on the Property below Two Hundred Forty-six Thousand and 00/100 Dollars (\$246,000.00). Developer, for itself and any successor owner of the Development, hereby agrees and commits to cooperating fully with the City of Wauwatosa Assessor in providing necessary business records and documentation required for accurate assessment of the value of the Development for property tax purposes. If the Lease is terminated due to an ABB default or expires, then the Developer and the City will enter into good faith renegotiations as to what the minimum non-challengeable assessed value of the Property shall be.

e. The Developer hereby agrees to develop a surface parking lot featuring storm water retention capabilities sufficient to maintain compliance with the approved Campus-wide storm water plan, enhanced by the use of pervious surfaces and underground storage.

f. The Developer hereby agrees that up to forty-five (45) stalls of the newly constructed surface parking on the Property shall be made available for use of a future "Building C", if and when Building C, along with a Parking Structure building at a location generally depicted on Exhibit B are constructed so the Developer can relocate the forty-five (45) surface parking stalls on the Property to the forty-five (45) parking stalls in the Parking Structure building.

g. The Developer hereby agrees to provide the City with an easement for a public water main, as part of a newly constructed Campus water loop, to cross the Property at no charge to the City.

h. The Developer hereby agrees to donate to the City one (1) ABB electric vehicle charging station for installation by the City at City's cost.

#### SECTION 9. Representations, Warranties

a. Developer hereby represents and warrants to the City that:

(i) Developer is a limited liability company duly formed and validly existing and is qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary limited liability company action of Développeur and constitute the valid and binding obligations of Developer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of creditors' rights generally; and

(iii) The execution, delivery and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's articles of organization or operating agreement or any indenture, instrument or agreement by which Developer is bound, nor, to Developer's knowledge, does it violate or conflict with any law applicable to Developer or the Project.

b. The City hereby warrants and represents to the Developer that:

(i) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby; and

(ii) This Agreement, the exhibits, documents and instruments associated herewith and made a part hereof have, if applicable, been duly executed and delivered by the City and constitute the legal, valid and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms.

#### **SECTION 10. Maintenance of Property**

The Development shall be maintained in accordance with the City's Property Maintenance Code. Trash and refuse shall be deposited in sealed containers dedicated to trash collection and shall be collected at a commercially reasonable frequency. Developer shall eliminate, or cause to be eliminated, significant, prominent damage to the Development and any health hazards or nuisances within thirty (30) days (or such other period of time as reasonably necessary or determined to be appropriate by the City's Building Inspector or Health Officer) from delivery of written notice by the City to the Developer explaining such hazard or nuisances. In the event that the City determines that the Development is not in compliance with the terms of this Section, following written notice from the City to the Developer and an adequate opportunity to cure as described in the notice, the City may take corrective action and assess the costs of such action as a special charge against the Development. Nothing herein shall be deemed in any way to limit enforcement action otherwise available to the City under the Wauwatosa Municipal Code or other applicable law.

#### **SECTION 11. Notices**

All communications or notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to the person or entity entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, (iii) upon transmission if by facsimile (with confirmation of accepted transmission), or (iv) by electronic mail or such other means of electronic communication as is agreed and acceptable to both parties, and each such

communication or notice shall be addressed to the following individuals or their successors, unless and until any of such parties notifies the other in accordance with this paragraph of a change in contact name or address:

To Developer: TI Investors of Wauwatosa LLC  
Attn: John W. Kersey, Executive Vice President  
710 N. Plankinton Avenue, Suite 1200  
Milwaukee, Wisconsin 53203  
Facsimile No.: (414) 274-2706

With a copy to: Zilber Ltd.  
Attn: James B. Young, Senior Vice President  
and General Counsel  
710 N. Plankinton Avenue, Suite 1200  
Milwaukee, Wisconsin 53203  
Facsimile No.: (414) 274-2710

To the City: City of Wauwatosa  
Attn: City Attorney  
7725 West North Avenue  
Wauwatosa, Wisconsin 53213  
Facsimile No.: (414) 471-8414

With a copy to: City of Wauwatosa  
Attn: Director of Development  
7725 West North Street  
Wauwatosa, Wisconsin 53213  
Facsimile No.: (414) 479-3532

#### SECTION 12. Waiver

No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by written amendments to this Agreement.

#### SECTION 13. Miscellaneous

a. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

b. No waiver, amendment or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

c. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

d. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly

set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

e. This Agreement is intended solely for the benefit of Developer and the City and no third party (other than successors and assigns) shall have any rights or interest in any provisions of this Agreement, or as a result of any action or inaction of the City. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Development.

f. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contacts made and wholly performed within such state.

g. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile or "PDF" signatures shall be deemed original signatures for all purposes of this Agreement.

h. Any provision of this Agreement that is prohibited or enforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

i. Time is of the essence of each and every obligation or agreement contained in this Agreement.

j. If any party is delayed or prevented from timely performing any act required under this Agreement, by reason of fire, earthquake, war, terrorist act, flood, riot, strikes, labor disputes or shortages, governmental restrictions, judicial order, public emergency, acts of God, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

k. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

l. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

m. This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

#### **SECTION 14. Transfer of Property and Assignment**

a. Until a certificate of occupancy is issued for the Project, Developer shall not, without the City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, sell, convey, or otherwise transfer the Property, except that Developer

may at any time with or without the City's consent: (i) enter into leases for all or portions of the Property not otherwise covered by the ABB Lease; and (ii) mortgage the Property and/or grant Developer's lender a collateral assignment of Developer's rights under this Agreement as security for the Project's financing. Except as otherwise expressly set forth in this Agreement, until a certificate of occupancy is issued for the Project, Developer shall not, without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, assign this Agreement.

b. Upon the issuance of a certificate of occupancy for the Project, or at such earlier time as consented to in writing by the City, and notwithstanding anything to the contrary in this Agreement, Developer may freely (i) transfer, sell, exchange, mortgage, lease and convey the Property, and (ii) assign this Agreement, and/or Towne Realty, Inc., the sole member of the Developer, may sell and assign all or portions of its membership interests in the Developer to third parties, and, notwithstanding anything to the contrary set forth in this Agreement, in the event of a transfer, sale, exchange or conveyance of the Property as provided under this Section 14.b.(i), Developer shall not have any further obligation or liability under the Agreement. Notwithstanding anything to the contrary set forth herein, under no circumstances shall Developer's lenders be bound by the terms and conditions of this Agreement.

c. After the issuance of a certificate of occupancy for the Project, Developer hereby agrees that in the event the Developer intends to close on the transfer, sale, exchange, or conveyance of the Property and assignment of this Agreement as provided for in Section 14.b. above to an unrelated third party, then, and in that event, the Developer shall provide the City with fifteen (15) days advance written notice of the Closing.

#### **SECTION 15. Federal, State and Local Laws**

Developer shall construct and operate the Project in compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

#### **SECTION 16. Building Permits and Occupancy Permits**

a. The Building and Safety Division of the City shall review building plans and provide the same to applicable governmental entities within five (5) days of receiving a completed building permit application and appropriate fees, unless additional clarification or modifications are necessary from the Developer or its agents, and shall issue a building permit within five (5) days after plans have been approved, final permit fees have been paid, if necessary, and appropriate approvals have been received from other agencies which are required to approve said plans.

b. The City hereby agrees to issue temporary occupancy permits for the Project on a floor-by-floor basis and a final occupancy permit for the entire Project. Upon the Developer's Architect certifying that a particular floor is substantially complete, the City hereby agrees to cause its building inspector to perform the necessary occupancy permit inspection within five (5) business days of the City's receipt of a copy of such substantial completion certificate. The City shall issue a temporary occupancy permit for each floor of the Project immediately after its building inspector confirms that such floor complies with all applicable laws and building codes. Upon the Developer's Architect certifying that the entire Project is substantially complete, the City hereby agrees to cause its building inspector to perform any remaining and necessary occupancy permit inspection within five (5) business days of the City's receipt of a copy of such substantial completion certificate. The City shall issue a final

occupancy permit for the entire Project immediately after its building inspector confirms that the entire Project complies with all applicable laws and building codes.

**SECTION 17. Additional Definitions**

a. "TIF Plan" means: The project plan for the City TIF District No. 6 dated September 2010, as amended by the Amended Project Plan Wauwatosa Tax Incremental District No. 6 dated February 19, 2013, as further amended from time to time

b. "City TIF District" means: Wauwatosa Tax Incremental District No. 6.

*Signatures on the following pages. The remainder of this page left blank.*



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

Personally came before me this ~~20<sup>th</sup>~~ day of March, 2013, the above-named ~~Kathy~~ <sup>KATHLEEN</sup> Ehley, Carla Ledesma and John Ruggini, to me known to be the Mayor, City Clerk and Finance Director, respectively, of the City of Wauwatosa, Wisconsin, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Susan Van Horen  
Notary Public SUSAN VAN HOREN  
My Commission Expires: 11/20/16



EXHIBIT A

PROPERTY

Developer Owned Lands

Lot One (1) of CERTIFIED SURVEY MAP NO. 8523, being a Division of Lot One (1) of Certified Survey Map No. 8401, in the Northwest One-quarter (1/4), Southeast One-quarter (1/4), and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty (20) and the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty (20) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on 3/22, 2013 as Document No. 10229789.

Part of Tax Key No. 373-9999-16  
Address: 9480 Watertown Plank Road

EXHIBIT A  
PROPERTY

Developer's Adjoining Easement Area

LEGAL DESCRIPTION

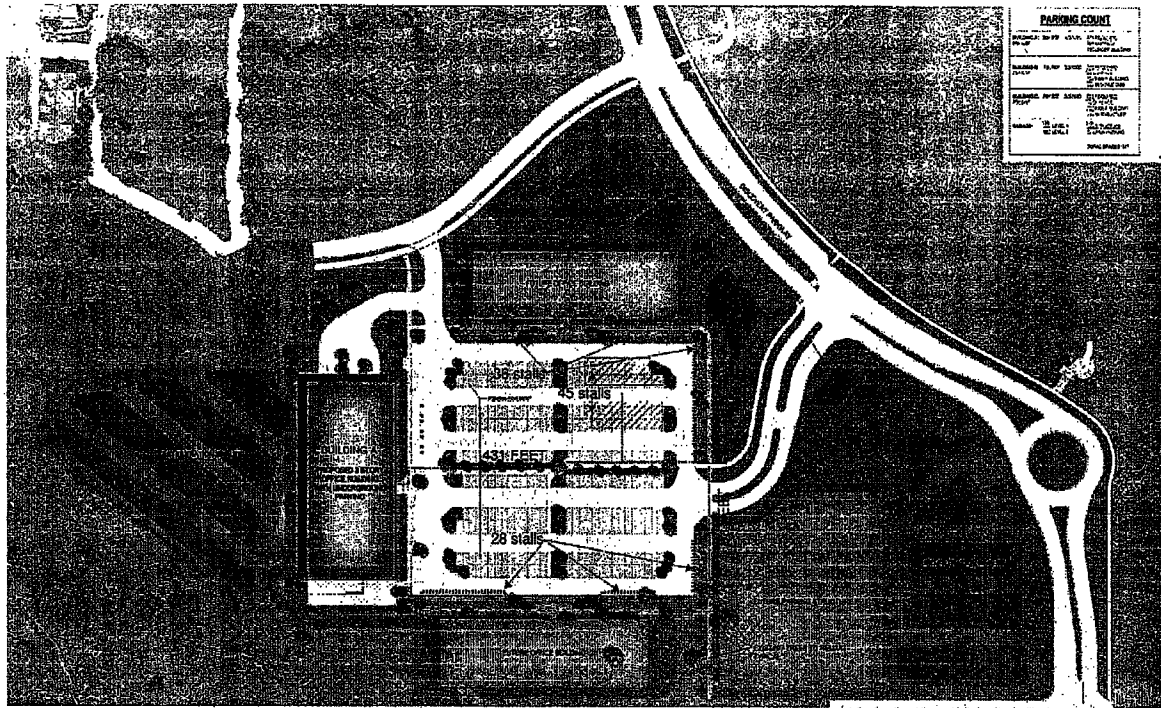
That part of the Southeast 1/4 of Section 20 Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of said Southeast 1/4; thence North 88°15'23" East, on and along the south line of said Southeast 1/4, 1099.59 feet; thence North 00°00'00" East, 715.25 to the point of beginning; thence South 90°00'00" West, 357.30 feet; thence North 44°59'59" East, 5.37 feet; thence North 00°00'00" East, 470.00 feet; to the beginning of a curve to the left, having a radius of 297.00 feet and a long chord of North 55°40'54" East, 1.17 feet; thence Northeasterly, on and along the arc of said curve, 1.17 feet to the beginning of a curve to the right, having a radius of 124.50 feet and a long chord of South 07°45'23" East, 33.61 feet; thence Southeasterly, on and along the arc of said curve, 33.71 feet; thence South 00°00'00" East, 51.71 feet to the beginning of a curve to the left, having a radius of 64.50 feet and a long chord of South 22°07'21" East, 48.77 feet; thence Southeasterly, on and along the arc of said curve, 50.02 feet to the beginning of a curve to the left, having a radius of 4.50 feet and a long chord of South 67°56'08" East, 3.38 feet; thence Southeasterly, on and along the arc of said curve, 3.47 feet; thence North 90°00'00" East, 326.50 feet; thence South 00°00'00" East, 159.04 feet to the beginning of a curve to the left, having a radius of 29.50 feet and a long chord of South 04°56'02" East, 3.97 feet; thence Southeasterly, on and along the arc of said curve, 3.97 feet; thence North 89°56'32" East, 29.16 feet to the beginning of a curve to the left, having a radius of 43.50 feet and a long chord of North 51°23'25" East, 56.75 feet; thence Northeasterly, on and along the arc of said curve, 61.83 feet; thence North 10°05'03" East, 88.80 feet to the beginning of a curve to the left, having a radius of 120.80 feet and a long chord of North 24°45'48" East, 58.89 feet; thence Northeasterly, on and along the arc of said curve, 59.48 feet; thence North 39°00'01" East, 36.89 feet to the beginning of a curve to the left, having a radius of 13.50 feet and a long chord of North 07°37'51" East, 14.05 feet; thence Northeasterly, on and along the arc of said curve, 14.78 feet; thence North 39°00'00" East, 3.31 feet to the beginning of a curve to the left, having a radius of 955.00 feet and a long chord of South 51°22'33" East, 82.90 feet; thence Southeasterly, on and along the arc of said curve, 82.93 feet to the beginning of a curve to the left, having a radius of 29.50 feet and a long chord of South 61°25'24" West, 22.51 feet; thence Southwesterly, on and along the arc of said curve, 23.09 feet; thence South 39°00'01" West, 31.90 feet to the beginning of a curve to the right, having a radius of 54.00 feet and a long chord of South 27°09'24" West, 21.89 feet; thence Southwesterly, on and along the arc of said curve, 22.04 feet; thence South 14°31'18" West, 109.42 feet to the beginning of a curve to the right, having a radius of 102.50 feet and a long chord of South 52°15'27" West, 125.48 feet; thence Southwesterly, on and along the arc of said curve, 135.04 feet to the beginning of a curve to the left, having a radius of 29.50 feet and a long chord of South 45°15'38" West, 41.53 feet; thence Southwesterly, on and along the arc of said curve, 46.07 feet; thence South 00°00'00" East, 82.77 feet to the point of beginning.

Containing 143,316 square feet (3.290 acres), more or less.

**EXHIBIT B**

**SITE PLAN**



Site Plan

EXHIBIT B

**ZILBER LTD.**

**INNOVATION CAMPUS**



ABB

engineering urban architecture  
PARKING COUNT

## EXHIBIT C

### COMPLETION GUARANTY

This Completion Guaranty ("Guaranty") is made and entered into as of the 22nd day of March 2013 by Zilber Ltd., a Delaware corporation ( "Guarantor"), for the benefit of the City of Wauwatosa, Wisconsin, a municipal corporation ( "City").

#### WITNESSETH:

WHEREAS, Towne Realty, Inc., a Wisconsin corporation ("Towne"), is the sole member of TI Investors of Wauwatosa LLC, a Wisconsin limited liability company ("Developer"), and the Guarantor is the sole shareholder of Towne; and]

WHEREAS, Developer is the Owner of certain land in the City located at 1425 Discovery Parkway, Wauwatosa, Wisconsin 53226 legally described on Exhibit A ("Property") to that certain Development Agreement of even date entered into by and between the City and Developer ("Development Agreement"), to which Development Agreement this form of Guaranty is attached as Exhibit C, and Developer is also the holder of an easement over certain lands which adjoin the Property, the area of which is also legally described on Exhibit A ("Easement Area") to the Development Agreement (the foregoing Property and Easement Area collectively hereinafter the "Development Property"); and

WHEREAS, the Developer has agreed to construct a 90,000± rentable square foot ("RSF") three (3)-story office building (80,000± RSF of which is to be initially fully built out with a tenant option to fully build out the remaining 10,000± RSF) containing one hundred (100) stalls of underground parking and three hundred five 305 surface parking stalls located on, and inclusive of, the Development Property (collectively the "Project" or "Development"); and

WHEREAS, the Developer has, pursuant to the Development Agreement, agreed to cause the Guarantor to provide this Guaranty to the City.

NOW, THEREFORE, for good, valuable and sufficient consideration and as in inducement to the City to enter into the Development Agreement with the Developer, the Guarantor does hereby, subject to the terms hereof, covenant and agree as follows:

Section 1. Recitals as Covenants. The foregoing Recitals shall be deemed covenants of this Guaranty.

Section 2. Guaranty.

2.1. Guarantor hereby guarantees to the City for its benefit that the Developer shall promptly complete the Development provided for under the Development Agreement, pursuant to the terms thereof, subject to the force majeure provisions contained in Section 13.j. of the Development Agreement.

2.2. The obligation of the Guarantor under this Guaranty shall be absolute and unconditional, and upon the failure of the Developer to timely complete the Development as provided for under the Development Agreement, Guarantor agrees that it shall complete and fulfill the said Development obligations for the benefit of the City.

2.3 It is expressly understood and agreed until this Guaranty is terminated pursuant to Section 2.5 below, this is a continuing guaranty and that the obligations and liabilities of the Guarantor under this Guaranty are and shall be primary, direct and immediate, shall not be conditional or contingent upon pursuit by the City of any remedies it may have against the Developer under the Development Agreement, whether pursuant to the terms thereof or by law. Without limiting the generality of the foregoing, the City shall not be required to make any demand on Developer or otherwise pursue or exhaust its remedies against the Developer, before, simultaneously with, or after enforcing its rights or remedies hereunder against the Guarantor. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor either in the same action, if any, brought against the Developer or in a separate action.

2.4 Any defense of any kind or nature which the Developer has or may have against the City in conjunction with the City's obligations under the Development Agreement or any other transaction shall be available to the Guarantor as a setoff, counterclaim, reduction or diminution of any obligation of the Guarantor pursuant to this Guaranty.

2.5 This Guaranty shall be a limited guaranty and shall not create or confer any obligation whatsoever upon the Guarantor for any of the Developer's obligations pursuant to the Development Agreement, except as specifically set forth herein. Upon substantial completion of the Development by the Developer and/or the Guarantor as evidenced by the City's issuance of a certificate of occupancy for the Development, this Guaranty shall be deemed terminated and be of no further force or effect.

**Section 3. Guarantor's Representations and Warranties.** Guarantor hereby represents and warrants to the City as follows:

3.1 Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty, and this Guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights against the Guarantor.

3.2 The execution, delivery and performance by Guarantor of this Guaranty does not and will not violate or conflict with any law, rule or regulation, order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator, and does not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound.

3.3 No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty or the validity or enforceability thereof.

3.4 Guarantor has independently and solely without reliance in any manner upon the City, and based upon consultation with the Guarantor's attorneys, accountants and other consultants and advisors and review of such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into this Guaranty.

3.5 From and after the occurrence of an Event of Default under the Development Agreement by Developer in the payment or performance of Developer's

obligations with regard to the completion of the Development, Guarantor hereby agrees that the Subordinated Indebtedness (as hereinafter defined) shall be subordinate and junior in right of payment to the prior payment and performance in full of all of Developer's obligations with regard to the completion of the Development. For purposes of this Guaranty, the term "Subordinated Indebtedness" means all indebtedness, liabilities, and obligations of Developer to Guarantor, whether such indebtedness, liabilities, and obligations now exist or are hereafter incurred or arise, or whether the obligations of Developer thereon are direct, indirect, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such indebtedness, liabilities, or obligations are evidenced by a note, contract, open account, otherwise, and irrespective of the person or persons in whose favor such indebtedness, obligations, or liabilities may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by Guarantor.

**Section 4. Miscellaneous.**

4.1 No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the City. No failure on the part of the City to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

4.2 Guarantor recognizes that the City is relying upon this Guaranty and the undertakings of Guarantor hereunder in entering into the Development Agreement and further recognizes that the execution and delivery of the Guaranty is a material inducement to the City in entering into the Development Agreement. Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty.

4.3 This Guaranty is executed and delivered as an incident to transactions negotiated, consummated, and performable in Milwaukee County, Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin. Guarantor hereby irrevocably (i) submits to the exclusive jurisdiction of the Circuit Court of Milwaukee County, Wisconsin, and (ii) waives any objection Guarantor may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum or based upon any claims of diversity of citizenship. Guarantor agrees that service of any notice upon it shall be in writing and shall be made delivered or sent by either personal delivery, certified mail, return receipt requested or facsimile to the Guarantor as follows:

To the Guarantor:

Zilber Ltd.  
710 N. Plankinton Avenue, Suite 1200  
Milwaukee, WI 53203  
Attn: John W. Kersey, Executive Vice President  
Phone Number: 414-274-2509  
Facsimile Number: 414-274-2706

With a simultaneous copy to:

Zilber Ltd.  
710 N. Plankinton Avenue, Suite 1200  
Milwaukee, WI 53203  
Attention: James B. Young, Senior Vice and  
General Counsel  
Facsimile Number: 414-274-2710

4.4 Guarantor hereby waives notice of acceptance of this Guaranty by Guarantor.

4.5 In construing the meaning of this Guaranty, the rule of construction against the drafter shall not apply. The titles and headings of this Guaranty are provided as a matter of convenience only and shall not be understood to define, limit, construe or describe the scope or intent of any provision of this Guaranty.

4.6 In the event of any litigation between the City and the Guarantor under or pursuant to this Guaranty, the non-prevailing party shall pay the prevailing party all actual costs and expenses of such litigation, including reasonable attorneys' fees, incurred by such prevailing party.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed in its name and behalf as of the date first above written.

ZILBER LTD.

By: \_\_\_\_\_  
Title: