

March 16, 2026

via e-mail: 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.



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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 Its termination will allow the Purchaser to proceed with ongoing occupancy of the property without the encumbrance of outdated or satisfied development obligations.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)

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