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JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

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Document Number

COVENANT

Document Title

COVENANT OF PURPOSE AND USE

(Century City Business Park - EDA Project No 06-79-05855)

Drafted by the U S Department of Commerce
Economic Development Administration

Recording Area

Name and Return Address

Redevelopment Authority of the City of
Milwaukee

c/o Benjamin Timm

809 North Broadway, 2nd Floor

Milwaukee, WI 53202

269-0451-000

269-0452-000

269-0453-000

Parcel Identification Numbers (PINs)

COVENANT OF PURPOSE AND USE

EDA Project No. 06-79-05855

This Covenant of Purpose and Use ("Covenant") is made as of the 24st day of February, 2016, by the Redevelopment Authority of the City of Milwaukee as required by and in favor of the United States Department of Commerce, Economic Development Administration ("EDA"), wherein it is agreed by the Redevelopment Authority of the City of Milwaukee as follows

RECITALS

A The Redevelopment Authority of the City of Milwaukee/City of Milwaukee received a Financial Assistance Award executed on September 25, 2013, in an amount not to exceed Nine Hundred and Ninety-Nine Thousand, Six Hundred and Fifty Dollars (\$999,650 00) ("EDA Award") for EDA Project No 06-79-05855 ("EDA Project")

B The properties that will be improved with funds from the EDA are more particularly described by Tax Identification Numbers 269-0451-000, 269-0452-000, and 269-453-000 (except for the portion that were dedicated public right-of-way as part of Certified Survey Map #8629, ROD #10402434, on October 10, 2014), Milwaukee, in the County Of Milwaukee, State of Wisconsin, 53216-2600, legally described in Exhibit A, attached hereto and incorporated herein ("EDA Improved Property")

C The EDA Project purpose was to fund the development of a 56 27 acre Industrial Park on the real property described in Exhibit A"

D The useful life of the federally funded improvements to the EDA Improved Property is 20 years ("Useful Life")

AGREEMENTS

In consideration of the Recitals and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Redevelopment Authority of the City of Milwaukee ("Recipient"), for itself and its successors, agrees as follows

1 The Recipient agrees that the EDA Improved Property shall be used in a manner consistent with the authorized general and special purposes of the EDA Award

2 The Recipient agrees that, for the Useful Life of the EDA Improved Property, it shall comply with all EDA requirements, including, but not limited to, the civil rights and environmental requirements

3 The Recipient further agrees that if the EDA Improved Property is used other than as authorized under the EDA Award, without prior written approval of the U S Government, the Recipient will compensate the U S Government in the amount of the EDA Award funds disbursed, or, at the option of the U.S Government, the Federal Share of the EDA Improved Property, as defined in 13 C F R. Part 314, provided, however, that this provision contained in

Paragraph 3 of this Covenant shall terminate and be of no further force and effect after the expiration of the Useful Life

4 The Recipient further agrees that during and after the Useful Life of the EDA Improved Property, pursuant to 13 C F R 314 10, the EDA Improved Property is and shall henceforth be subject to and encumbered by the following two covenants

a At no time shall the EDA Improved Property be used in violation of the nondiscrimination requirements set forth in 13 C F R S 302 20, and

b At no time shall the EDA Improved Property be used for inherently religious activities prohibited by applicable federal law

5 Pursuant to 13 C.F.R Part 314, Recipient further agrees that, as a prerequisite to accepting the disbursement of any award funds by EDA, Recipient shall execute and record against the EDA Improved Property this Covenant in the county and state where the EDA Improved Property is located, thereby securing to EDA an estate in the EDA Improved Property Recipient further agrees that whenever the EDA Improved Property is sold, leased, or otherwise conveyed pursuant to 13 C F R Part 314, Recipient or the transferor shall add to the document conveying such interest notice of this Covenant of Purpose and Use and shall require that the conveyance document be subject to this Covenant of Purpose and Use EDA will in its sole discretion determine whether the Covenant is satisfactory EDA may require an opinion of counsel for Recipient that the Covenant is valid and enforceable according to its terms and has been properly recorded

6 It is stipulated and agreed that the terms of this Covenant constitute a reasonable restraint on alienation of use, control, and procession of title to the EDA Improved Property given the federal interest expressed through EDA funding of the EDA Project

7 This Covenant shall run with the land and shall bind the Recipient and its successors in title in and to the EDA Improved Property However, any and all monetary or payment obligations set forth in this Covenant shall only bind Recipient, and under no circumstances shall they bind any successors in title in and to the EDA Improved Property

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IN WITNESS WHEREOF, the Recipient has caused this Covenant to be executed by its official duly authorized to take such actions on behalf of and binding upon the Recipient

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, RECIPIENT

By David P. Misky

Title Assistant Ex. Director - Secretary

David P. Misky

STATE OF Wisconsin
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and state, this 25th day of February, 2016 by the Assistant Executive Director on behalf of said Redevelopment Authority And Secretary, David P. Misky OF the City of Milwaukee



Amy E. Turim
Notary Public

My commission expires on 11/19/17

Exhibit A

COVENANT OF PURPOSE AND USE EDA PROJECT NO. 06-79-05855

Legal Description of Lot 1

Lot 1 of Certified Survey Map No 8629, recorded on October 10, 2014, as Document No 10402434, being all of Lot 3 of Certified Survey Map No 8363 and a portion of vacated N 31st Street in the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4, in Section 12, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin

Parcel ID# 269-0451-000
Parcel Address 3945 North 31st Street

Legal Description of Lot 2

Lot 2 of Certified Survey Map No 8629, recorded on October 10, 2014, as Document No 10402434, being all of Lot 3 of Certified Survey Map No 8363 and a portion of vacated N 31st Street in the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4, in Section 12, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin

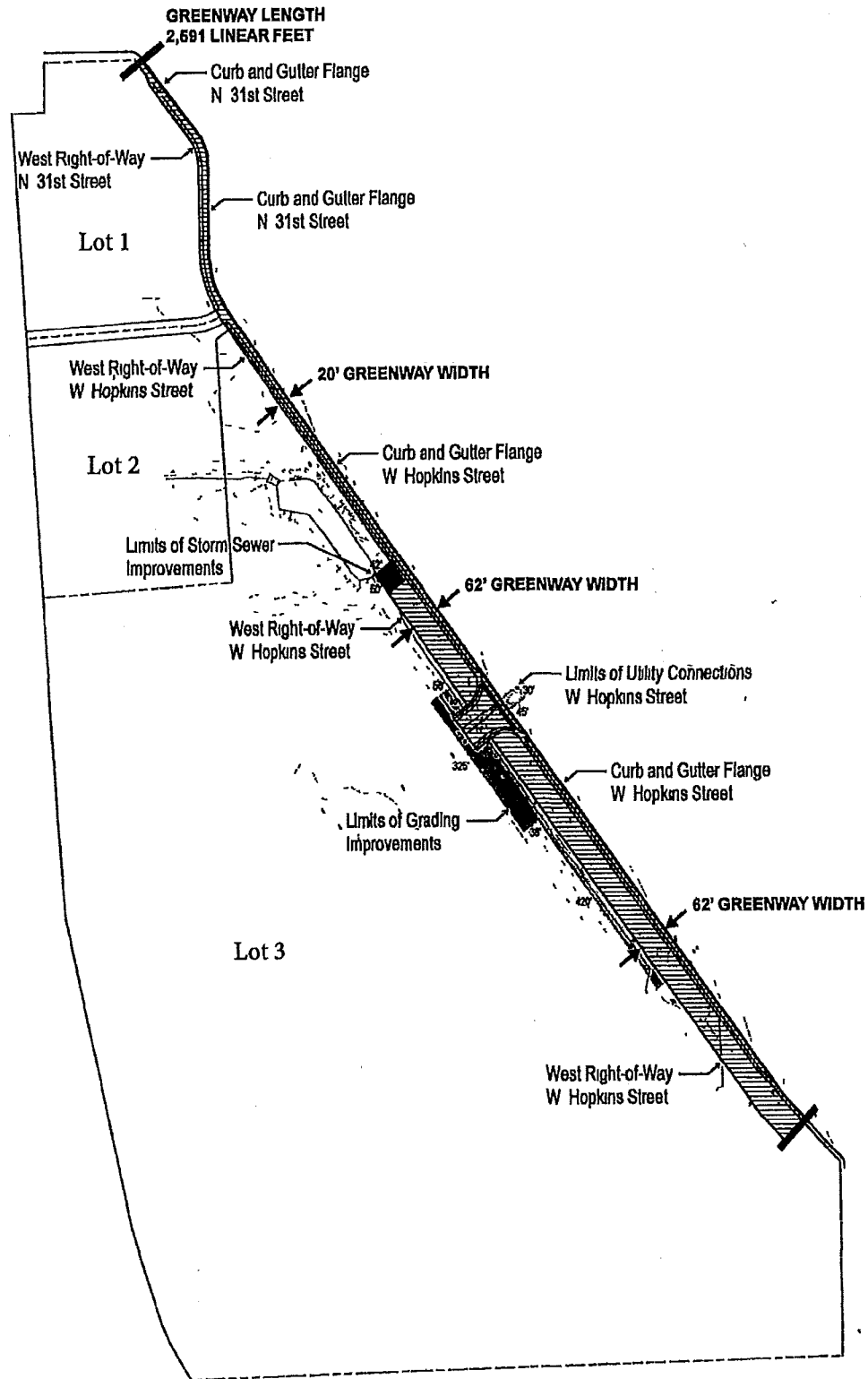
Parcel ID# 269-0453-000
Parcel Address 3025 West Hopkins Street

Legal Description of Lot 3

Lot 3 of Certified Survey Map No 8629, recorded on October 10, 2014, as Document No 10402434, being all of Lot 3 of Certified Survey Map No 8363 and a portion of vacated N 31st Street in the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4, in Section 12, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin

Parcel ID# 269-0452-000
Parcel Address 3055 West Hopkins Street

Exhibit A - Covenant of Purpose and Use
EDA Project No. 06-79-05855



EDA GREENWAY OVERALL LAYOUT
CENTURY CITY BUSINESS PARK

