Dane County Contract Cover Sheet

Revised 03/2025

Res 140 significant

BAF # 25232
Acct: Seitz
Mgr: A Ballweg
Budget Y/N: N

Dept./Division	Human Services / HAA		
Vendor Name	Dane County Housing Authority	**MUNIS #**	1827
Brief Contract Title/Description	Northpointe Development II - The Argus - Verona, LLC for The Argus Apartments, an affordable housing project at 1050 N. Edge Trail, Verona		
Contract Term	40 years		
Contract Amount	$ 3,010,000.00		

Contract # Admin will assign	15965
Type of Contract	
☐	**Dane County Contract**
☐	**Intergovernmental**
☐	**County Lessee**
☐	**County Lessor**
☐	**Purchase of Property**
☐	**Property Sale**
■	**Grant**
☐	**Other**

Department Contact Information	
Name	Contract Coordination Assistant
Phone #	608-242-6200
Email	dcdhscontracts@danecounty.gov
Purchasing Officer	

Vendor Contact Information	
Name	Sean O'Brien (Northpointe)/Karyn Knaak (DCHA)
Phone #	608-334-5665 & 608-224-3636 ext 023
Email	sean@northpointedev.com & kknaak@dcha.net

Purchasing Authority		
☐	**$13,000 or under – Best Judgment** (1 quote required)	
☐	**Between $13,001 – $45,000 ($0 – $25,000 Public Works)** (3 quotes required)	
☐	**Over $45,000 ($25,000 Public Works)** (Formal RFB/RFP required)	**RFB/RFP #**
☐	**Bid Waiver – $45,000 or under** ($25,000 or under Public Works)	
☐	**Bid Waiver – Over $45,000** (N/A to Public Works)	
■	**N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**	

MUNIS Req.						
Req #	2432	**Org:** HSCAPPRJ	**Obj:** 58720	**Proj:**	$ 3,010,000.00
Year	2025	**Org:**	**Obj:**	**Proj:**	
		Org:	**Obj:**	**Proj:**	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds $100,000			
☐	Contract does not exceed $100,000		
■	Contract exceeds $100,000 – resolution required.	**Res #**	140
■	A copy of the Resolution is attached to the contract cover sheet.	**Year**	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions

☐ No modifications. ☐ Modifications and reviewed by: ☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
S A Seitz	

APPROVAL – Contracts Exceeding $100,000	
Director of Administration	**Corporation Counsel**
Greg Brockmeyer	SHR 10.2.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached

DOA:	**Date In:** 10/3/25 **Date Out:** _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, October 6, 2025 12:42 PM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15965
Attachments: 15965.pdf

Tracking:

Recipient	Read	Response
Hicklin, Charles	Read: 10/6/2025 1:27 PM	Approve: 10/6/2025 1:27 PM
Rogan, Megan	Read: 10/6/2025 2:06 PM	Approve: 10/6/2025 2:06 PM
Cotillier, Joshua	Read: 10/6/2025 12:58 PM	Approve: 10/6/2025 12:58 PM
Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15965
Department: Human Services
Vendor: Dane County Housing Authority
Contract Description: Affordable Housing Project – 1050 N. Edge Trail, Verona (Res 140)
Contract Term: 10/1/25 – 12/31/2065
Contract Amount: $3,010,000.00

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2025 RES-140

APPROVING AGREEMENTS FOR AN AFFORDABLE HOUSING PROJECT AT 1050 N. EDGE TRAIL, VERONA DCDHS – HAA DIVISION

As part of the 2024 awards for the Dane County Affordable Housing Development Fund, the county awarded funding of $3,010,000 to Northpointe Development II also known as its affiliate The Argus – Verona, LLC., for The Argus Apartments, an affordable housing project to be constructed at 1050 N. Edge Trail in the City of Verona.

The project will consist of sixty (60) units. All units will be affordable. Fourteen (14) units will be income restricted to those earning less than 30% area median income (AMI), twenty-five (25) units will be restricted to those earning 50% or less AMI, and the remaining twenty-one (21) units will be restricted to those earning 80% or less AMI. Twelve (12) units will be targeted to house individuals/families that are experiencing homelessness on the HSC community by-name list.

The county's support includes a grant from the county to the Dane County Housing Authority. The housing authority will then make a loan to the project owner. DCHA will receive an administrative fee of $10,000. The administrative fee is included in the award amount and will be deducted from the amount loaned to the project owners. The terms of the loan include interest only payments of 0% for a forty (40) year term. The full principal of $3,000,000 will be due to the housing authority at the end of the loan.

NOW, THEREFORE, BE IT RESOLVED that the County Executive, County Clerk, and County Real Estate staff are authorized to execute the grant agreement and related documents to support the affordable housing project at 1050 N. Edge Trail, Verona, and that the Dane County Controller's Office is authorized to make payments related to the execution of the grant agreement.

AFFORDABLE HOUSING DEVELOPMENT FUND
GRANT AGREEMENT

This Agreement made and entered into this _____ day of _____, 202_ by and among the County of Dane, Wisconsin ("COUNTY"), a quasi-municipal corporation created pursuant to chapter 59 of the Wisconsin Statutes, the Dane County Housing Authority ("DCHA"), a quasi-municipal corporation created pursuant to section 59.53(22) of the Wisconsin Statutes, and The Argus – Verona, LLC, a Wisconsin limited liability company ("RECIPIENT"). COUNTY, DCHA and RECIPIENT shall be collectively referred to herein as the "Parties."

WHEREAS, in Fiscal Year 2024, the Dane County Capital Budget includes funding for the Affordable Housing Development Fund ("AHDF"). Pursuant to Wisconsin law, the COUNTY may make grants to the DCHA, who can then make loans directly to developers of affordable housing projects.

WHEREAS, the COUNTY and the DCHA have previously signed a Memorandum of Understanding dated August 23, 2021 to partner with the COUNTY to disburse AHDF monies to AHDF grant recipients.

WHEREAS, through an application process, RECIPIENT has been awarded AHDF monies for the acquisition and development of a multifamily residential building located at 1050 N. Edge Trail, Verona, Wisconsin 53593 that has a legal description as described in Exhibit A (the "Project").

WHEREAS, the proceeds of the grant will be loaned by DCHA to the RECIPIENT pursuant to the terms of a Subaward Note by RECIPIENT in favor of DCHA of even date herewith (the "Subaward Note").

WHEREAS, as a condition of the COUNTY'S AHDF Award to RECIPIENT, pursuant to the structure set forth in these Recitals, the COUNTY requires and RECIPIENT agrees to restrict the use of the Project as hereinafter described ("Restrictions"). Such Restrictions are contained in this Agreement, as well by the associated Land Use Restriction Agreement in favor of Dane County ("COUNTY LURA") and are herein incorporated by reference.

NOW THEREFORE, in consideration of this agreement between the COUNTY, the DCHA, and RECIPIENT, the Parties agree as follows:

1. PURCHASE. The COUNTY agrees to grant to DCHA AHDF monies specifically for the DCHA to lend to RECIPIENT for the acquisition and development of the Project in the sum of Three Million Ten Thousand and No/100 Dollars ($3,010,000.00) (the "Grant"). Ten thousand dollars ($10,000) of the Grant shall be retained by the DCHA to assist with the costs of administering the loan. Upon receipt of the Grant, DCHA agrees and warrants to immediately and without delay loan the Grant (less $10,000) to RECIPIENT (the "Loan"), pursuant to the Subaward Note. RECIPIENT agrees and warrants that it will within 36 months of the last signature on this Agreement, acquire

and develop the Project using Loan proceeds, which DCHA funded via the Grant proceeds.

2. USE OF PREMISES. In consideration of DCHA accepting the Subaward Note, RECIPIENT agrees and warrants that it shall use the Project as affordable rental housing, and in consideration thereof agrees and warrants to the recording of the COUNTY LURA, guaranteeing a period of affordability as set forth therein. The units shall be rent restricted as further set forth in the COUNTY LURA.

   The COUNTY LURA shall be recorded against the Project before any other documents creating an encumbrance thereon, except for the Mortgage (as defined herein), existing matters of record, the WHEDA LURA (as defined in the COUNTY LURA) and documents executed in connection with construction and permanent financing provided by [TBD] ("Senior Lender"). RECIPIENT shall pay recording fees. The COUNTY LURA is attached as Exhibit B. COUNTY and/or DCHA shall enter into a subordination agreement in a form reasonably required by RECIPIENT's Senior Lender if required by such lender.

3. PERIOD OF AFFORDABILITY. The Project must meet the affordability requirements for not less than forty (40) years beginning on the day the Project is completed (such 40-year term being the "Affordability Period"). The Project is considered completed when a final certification of occupancy is issued. RECIPIENT shall repay Loan funds if Project does not meet the affordability requirements for the full Affordability Period and such failure is not cured within any applicable cure periods set forth in this Agreement and the COUNTY LURA.

4. UNIT DESCRIPTION. The Project unit set asides required to meet the affordability requirements are set forth in Exhibit C, and the affordability restrictions shall be specifically set forth in the COUNTY LURA.

5. TERM. The term of the warranties and covenants entered herein as a part of this Agreement shall be enforceable until the full repayment of the Loan except that the affordability requirements set forth in Section 3 shall be enforceable for a period of forty (40) years, commencing on the day the Project is issued a final certificate of occupancy and terminating on the fortieth year anniversary thereof. The Loan and interest payments shall be due and payable on the dates defined in the Subaward Note. The Subaward Note is incorporated by reference and attached as Exhibit D.

6. REPORTING REQUIREMENTS. RECIPIENT shall provide to the COUNTY and DCHA, upon written request by COUNTY or DCHA, an annual written report which shall, at a minimum, include the following information: number of tenants in the Project, how many units are rented to tenants with household incomes at or below 80%, 50% and 30% of AMI (as defined in the COUNTY LURA), the number of eviction actions filed, the reason for eviction, the number of eviction notices issued to the tenants in the twelve months preceding the eviction filing, the number of eviction judgments granted, writs executed, and/or other case resolution (e.g. vacated prior to execution of writ or allowed to stay with conditions), tenant demographics in a form supplied by the COUNTY,

applicants accepted from Community-wide Priority List for Housing, and any other information requested by the COUNTY or DCHA that would be necessary for determining RECIPIENT's compliance with the terms, covenants, and conditions of this AGREEMENT and the COUNTY LURA that may affect the status of the Project. This report shall be due to the COUNTY no later than February 15 and shall reflect the period from January 1 to December 31 of the previous calendar year.

7. FINANCIAL DOCUMENTS. Upon written request by DCHA or COUNTY, RECIPIENT shall provide financial statements, in form reasonably acceptable to the DCHA or COUNTY, establishing the Project's cash flow in a given year. The adequacy of such documentation shall be determined in the reasonable discretion of the DCHA or COUNTY. The COUNTY and DCHA understand that some information contained in the RECIPIENT's financial statements is confidential. DCHA and the COUNTY covenant to protect such information from disclosure. Notwithstanding the foregoing, DCHA AND COUNTY may disclose such confidential information following a formal and valid Wisconsin Open Records' request, or a formal demand for such records by a court, regulatory body or other legal authority.

8. RECORDS. RECIPIENT shall provide, upon reasonable request by DCHA or COUNTY, reports and other documentation related to tenancy and leasing for units assisted under this Agreement. RECIPIENT shall take reasonable steps COUNTY or DCHA directs to assist COUNTY or DCHA in monitoring units assisted or available for assistance under this AGREEMENT.

9. RECIPIENT shall, upon written request by DCHA and/or COUNTY, certify to COUNTY that each building and all units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements.

10. LEASES. RECIPIENT shall enter into leases with tenants that are consistent with the purpose of this Agreement.

11. TENANCY ADDENDUM. RECIPIENT shall comply with the policies outlined in the Tenancy Addendum ("Addendum"). The Addendum is attached as Exhibit E. The Addendum shall be attached to all of RECIPIENT'S leases for residential units. If there are conflicts between the Addendum provisions and the lease, the Addendum requirements shall take precedence. If COUNTY recognizes a violation of the Addendum, it shall provide written notice to RECIPIENT of such violation within Fifteen (15) days of COUNTY'S notice of the violation. RECIPIENT shall have Thirty (30) days to cure the violation. In the event that the violation is not cured within Thirty (30) days, as determined by COUNTY in its sole discretion, RECIPIENT shall pay a penalty of FIVE hundred dollars ($500) payable to COUNTY by RECIPIENT.

12. HOUSING FIRST.
    a. RECIPIENT will target twelve (12) units (20% of total units) to individuals/families experiencing homelessness, including the Community-wide

Priority List for Housing, and any other referral sources approved by the COUNTY. RECIPIENT, or its designee, agrees to meet with COUNTY, RECIPIENT's supportive services partner(s) and RECIPIENT's property management partner(s) at least Ninety (90) days prior to anticipated start of accepting tenant applications to determine how referrals for available units will be identified. RECIPIENT, or its designee, shall initiate this meeting.

b. RECIPIENT, or its designee, agrees to meet with COUNTY, RECIPIENT's supportive services partner(s) and RECIPIENT's property management partner(s) regularly thereafter, for the lease up period and when subsequent vacancies occur. In the event of unit turnover, after the initial lease-up period, RECIPIENT or its property management partner shall provide written notice to RECIPIENT'S supportive services partner(s) that a unit will become vacant. Such notice shall be provided once RECIPIENT or its property management partner has a reasonable expectation that a unit will become vacant.
c. In the event that a unit remains vacant for 30 days, without receiving an application from any prospective tenant in the target group, despite RECIPIENT's and its property management partner's good faith efforts to rent said unit, then RECIPIENT and its property management partner may rent said unit to a person outside the target group.
d. RECIPIENT shall not deny any households referred by RECIPIENT'S supportive service's partner for the following reasons:
    i. Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months;
    ii. Lack of housing history;
    iii. Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located;
    iv. Wisconsin Circuit Court Access records;
    v. Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water);
    vi. Credit score;
    vii. Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations;
    viii. Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income;
    ix. Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee;
    x. Any eviction filing if meets any of the following: (1) eviction filing was dismissed or resulted in a judgement in favor of the applicant; (2) eviction filing which was settled with no judgement or write of recovery issued (e.g. stipulated dismissal); or (3) eviction filing that resulted in judgement

for the landlord more than two years before the applicant submits the application; and

xi. Criminal activity, except: (i) a criminal conviction within the last two years for violent criminal activity or drug related criminal activity resulting in a criminal conviction, and (ii) if the program or project is federally assisted, criminal activity for which federal law currently requires denial. (Violent criminal activity is defined in 24 C.F.R § 5.100 and means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. "Drug related criminal activity is defined in Wis. Stat. s. 704.17(3m)(a)(2). "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of by a disabled person, as defined in s. 100.264(1)(a), and manufactured by, used, by or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver.)

13. FAIR TENANT SELECTION CRITERIA. RECIPIENT will not deny applications based on the following checked boxes:

☒	Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 24 months
☒	Lack of housing history
☒	Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.
☒	Wisconsin Circuit Court Access records
☒	Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water)
☒	Credit score
☒	Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations
☒	Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income
☒	Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee
☒	Any eviction filing if meets any of the following: (1) eviction filing was dismissed or resulted in a judgement in favor of the applicant; (2) eviction filing which was settled with no judgement or write of recovery issued (e.g. stipulated dismissal); or (3) eviction filing that resulted in judgement for the landlord more than two years before the applicants submits the application
☐	Criminal activity, except: (i) a criminal conviction within the last two years for violent criminal activity or drug related criminal activity resulting in a criminal conviction, and (ii) if the program or project is federally assisted, criminal activity for which federal law currently requires denial. (*Violent criminal activity* is defined in 24 C.F.R § 5.100 and means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. "Drug related criminal activity is defined

	in Wis. Stat. s. 704.17(3m)(a)(2). "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of by a disabled person, as defined in s. 100.264(1)(a), and manufactured by, used, by or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver.)

The applicable FTSC (those checked above) shall be attached to all of RECIPIENT'S applications for residential units. Each incident of violation of the applicable FTSC as determined by COUNTY, shall result in a penalty of Five hundred dollars ($500) payable to COUNTY by RECIPIENT. RECIPIENT shall include written justification for denials of residential rental applications. Upon request by COUNTY, RECIPIENT shall provide COUNTY supporting documentation for decisions related to the applicable FTSC. Supporting documentation must be kept by RECIPIENT for two (2) years following the denial decision.

14. TENANCY DEINAL PROCESS. RECIPIENT shall comply with the denial process outlined in the Tenant Denial Process (TDP). The Tenant Denial Process is attached as Exhibit F and shall be attached to all of RECIPIENT'S applications for residential units. Each incident of violation of the TDP as determined by COUNTY, shall result in a penalty of Five hundred dollars ($500) payable to COUNTY by RECIPIENT. RECIPIENT shall include written documentation for denials of residential rental applications. Upon request by COUNTY, RECIPIENT shall provide COUNTY supporting documentation for the TDP. Supporting documentation must be kept by RECIPIENT for two (2) years following the denial decision.

15. MODIFICATIONS. COUNTY AND RECIPIENT acknowledge that ¶¶ 11-14 were included in RECIPIENT'S response to the COUNTY application process referred to in the Recitals of this Agreement. RECIPIENT shall continue to comply with the terms and conditions outlined in ¶¶ 11-14 throughout the term of the Agreement, unless the County agrees to modify this agreement in writing.

16. GREEN TECHNOLOGIES. A portion of the proceeds of the grant from the COUNTY to DCHA, and the Loan from DCHA to RECIPIENT, is to incentivize the inclusion of green technologies on the Property. RECIPIENT agrees to obtain the following checked certification. In the event RECIPIENT fails to obtain the identified (checked) certification and such failure remains uncured for one year after written notice to Owner from DCHA or the County of such failure, disbursement of final 10% of the Loan will not be made and the Note and Mortgage will be modified accordingly to reflect the reduced amount of the Loan.

☐	2020 Enterprise Green Communities Certification
☒	ENERGY STAR Multifamily New Construction and EPA Indoor airPLUS
☐	2020 Enterprise Green Communities Certification Plus
☐	Passive House (PHIUS)

17. SECURITY. The Subaward Note shall be secured by a Mortgage executed by RECIPIENT in favor of DCHA and shall be in a form reasonably satisfactory to COUNTY (the "Mortgage") and shall provide, among other things (and subject to any applicable subordination agreement), that in the event of default by RECIPIENT which extends beyond any applicable notice and cure periods, under this AGREEMENT, or under the Subaward Note, DCHA may, at its option, in addition to all other remedies available to it, take possession of the Project (in accordance with the foreclosure process required under Wisconsin law). DCHA however, shall be under no obligation to exercise this right and its action in this respect shall be wholly at its option.

18. COMPLIANCE WITH LAWS. RECIPIENT shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City of Verona, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Project. RECIPIENT may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. RECIPIENT agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the COUNTY harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

19. TAXES. RECIPIENT covenants and agrees that it shall pay, before delinquency, all municipal, county and state or federal taxes assessed against the Project or any fixtures, furnishings, equipment, merchandise, improvements, alterations, stock-in-trade or other personal property of any kind owned, installed or upon the Project. RECIPIENT covenants and agrees that it shall pay, before delinquency, all special assessments or special charges assessed against the Project.

20. INSURANCE AND INDEMNIFICATION.

    a. RECIPIENT shall indemnify, hold harmless and defend DCHA, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the DCHA, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any act, omission or negligence of RECIPIENT or its tenants, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about, or in relation to the Project, or resulting from this Agreement, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from any act, omission or negligence of the DCHA, its agencies, boards, commissions, officers, employees or representatives. The obligations of the DCHA and RECIPIENT under this paragraph shall survive beyond the term of this Agreement.

b. RECIPIENT shall indemnify, hold harmless and defend the COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any act, omission or negligence of RECIPIENT or its tenants, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about, or in relation to the Project, or resulting from this Agreement, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from any act, omission or negligence of the COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the COUNTY and RECIPIENT under this paragraph shall survive beyond the term of this Agreement.

c. In order to protect itself, DCHA, and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, RECIPIENT shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability policy issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Commissioner, with liability coverage provided for therein in the amounts of at least $1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY and DCHA shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, RECIPIENT shall furnish COUNTY and DCHA with a certificate of insurance listing COUNTY and DCHA as an additional insured and, upon request, certified copies of the required insurance policies. If RECIPIENT'S insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. RECIPIENT shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. RECIPIENT shall furnish COUNTY and DCHA, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that RECIPIENT shall furnish the COUNTY and DCHA with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either RECIPIENT or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by RECIPIENT. In the event any action, suit or other proceeding is brought against COUNTY or DCHA upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to RECIPIENT and shall cooperate with RECIPIENT'S attorneys in the defense of the action, suit or other proceeding. RECIPIENT shall furnish evidence of adequate Worker's Compensation Insurance.

d. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this

Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

21. EVENTS OF DEFAULT. The principal indebtedness evidenced by the Subaward Note or the unpaid balance thereof outstanding at the time of the event of default described below, shall be due and payable at the election of the COUNTY and/or DCHA if any one or more of the following events (herein called "Events of Default") occur for any reason whatsoever. The determination that an Event of Default has occurred shall be solely within the discretion of DCHA and/or COUNTY.

    a. If RECIPIENT fails to begin construction on the Project within one (1) year of the last party's signature on this Agreement, funding to the Project shall be deemed terminated and RECIPIENT will return to DCHA all funds distributed to RECIPIENT pursuant to this Agreement; or
    b. If RECIPIENT fails to provide a final certificate of occupancy on the Project within 36-months from the date of the last party's signature on this Agreement, unless such delay is the result of *force majeure* or the requirement that construction stop on site as a direct result of the COVID-19 global health pandemic, RECIPIENT agrees that the funding to the Project shall be deemed terminated and RECIPIENT will return to DCHA all funds distributed pursuant to this Agreement; or
    c. Failure of RECIPIENT to pay any principal of or interest on the Subaward Note when due and payable, and such default continues for a period of 15 days: or
    d. Failure of RECIPIENT to perform or observe any of the terms of the WHEDA LURA, the COUNTY LURA, or the Subaward Note which is not cured within any applicable notice and cure period therein;; or
    e. Any representation or warranty made by the RECIPIENT herein or any statement or representations made in any certificate, statement, or opinion delivered pursuant to this Agreement proves to be incorrect in any material respect as of the date when made; or
    f. Failure by the RECIPIENT to meet any obligations for the payment of borrowed money for this Project (other than its obligations hereunder or under the Subaward Note) which failure is not cured within any cure period provided for in the documents evidencing such indebtedness, or any such obligation that shall become or be declared, pursuant to its terms, due and payable prior to the express maturity thereof by reason of default or other violation by RECIPIENT of the terms thereof; or
    g. Failure of RECIPIENT to perform or observe any of the other covenants or agreements herein contained not covered by A. through F. above, and such default shall have continued for a period of 90 days after notice thereof to the RECIPIENT by COUNTY and/or DCHA; or

h. Any assignment for the benefit of the RECIPIENT'S creditors and such assignment is not dismissed or modified for 90 days; or
i. The filing, by or against the RECIPIENT, of a petition under any chapter of the U.S. Bankruptcy Code, or for the appointment of a receiver for RECIPIENT and such petition remains not dismissed for 90 days; or
j. Any act that indicates RECIPIENT'S consent to, approval of, or acquiescence in any such proceedings or in the appointment of any receiver or of any trustee for said RECIPIENT with respect to a substantial part of its property, either tangible or intangible; or
k. Any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of $25,000.00 rendered against RECIPIENT and not discharged and/or bonded over within 45 days; or
l. A change in ownership or control of the RECIPIENT or of its assets without the prior written consent of the COUNTY and/or DCHA, provided however it shall not be an event of default for the RECIPIENT's investor member (together with its successors and assigns, the "Investor Member") to transfer its investor member interest in the RECIPIENT without COUNTY or DCHA consent nor for the Investor Member to remove the RECIPIENT's managing member in accordance with the terms and conditions set forth in the RECIPIENT's operating agreement in effect from time to time.

22. REMEDIES IN THE EVENT OF DEFAULT. Upon the occurrence of an Event of Default, DCHA and/or COUNTY may exercise any or all of the following remedies:
    a. Except as otherwise provided above under Section 21, after ninety (90) days written notice to the RECIPIENT of any non-monetary default described above, or fifteen (15) days written notice to RECIPIENT of any monetary default described above, during which time the default may be cured, or, if the default is of a nature that it cannot be reasonably cured within such timeframe, then the cure period shall be extended to such reasonable time as required to cure the default (but in no event longer than 180 days), and after the expiration of any such cure period, DCHA and/or COUNTY may terminate the Agreement effective immediately and declare the entire outstanding balance of the Subaward Note together with interest and all other charges, immediately due and payable, whether or not the indebtedness evidenced by the Subaward Note shall be otherwise due and payable.
    b. DCHA and/or COUNTY may enforce its rights by any appropriate proceedings, judicial or otherwise.
    c. No delay on the part of either party in exercising any right, power, or privilege shall operate as a waiver.
    d. An event of default by the RECIPIENT may be cured by the Investor Member, however, the Investor Member is not obligated to cure an event of default. Such cure shall be accepted or rejected as if tendered by RECIPIENT.
    e. COUNTY and/or DCHA may, at its discretion, recapture the AHDF Funds and demand repayment of any outstanding debt evidenced by the Note in

accordance with the terms therein and not yet repaid to the DCHA by RECIPIENT. Repayment of loan funds is required if the Property does not meet the affordability requirements for the Affordability Period subject to applicable notice and cure periods.

Notwithstanding anything to the contrary in this Agreement, neither COUNTY nor DCHA shall enforce any remedies or take any action against RECIPIENT, including, without limitation, recapturing or withholding proceeds of the Loan, for any failure of DCHA to comply with its obligations under Sections 31, 32 and 33 of this Agreement.

23. PREPAYMENT PERMITTED, AFFORDABILITY PERIOD REMAINS IN PLACE. RECIPIENT shall have the right to prepay the Subaward Note in full at any time after fifteen (15) years after the date of the certificate of occupancy without penalty; prior to such date, the Subaward may be prepaid in part without penalty. Prepayment of the Subaward Note prior to the termination of the Affordability Period shall not relieve RECIPIENT from the terms of the COUNTY LURA. RECIPIENT agrees that it shall continue to be bound by the affordability terms of this AGREEMENT during the entire Affordability Period.

24. DURATION OF AGREEMENT AND AFFORDABILITY PERIOD. The affordability provisions of this Agreement shall remain in full force and effect for the Affordability Period. The period of housing unit affordability shall not be modified or waived, prior to the expiration of the Affordability Period, upon any prepayment, repayment or forgiveness of the Loan provided under this Agreement.

If repayment of the Loan as required under this Agreement is not accomplished by the end of the Affordability Period, the provisions of this Agreement shall continue in full force and effect until the Loan is repaid in full.

25. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26. COVENANTS AND CONDITIONS. Each provision of this Agreement performable by any Party shall be deemed both a covenant and a condition.

27. BINDING EFFECT; CHOICE OF LAW. This Agreement shall bind the Parties, their heirs, personal representatives, successors and assigns. This Agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin. Venue for any legal proceedings shall be in the Dane County Circuit Court.

28. AUTHORITY. The Parties represent and warrant that each party is a duly authorized and existing municipal corporation, quasi-municipal corporation, or limited liability company, that each party has and is qualified to transact business in Wisconsin, that the each party has full right, authority and power to enter into this Agreement and to

perform its obligations thereunder, that each person signing this Agreement on behalf of the organization is authorized to do so and that this Agreement is binding upon the organization in accordance with its terms.

29. PROPERTY MANAGER. RECIPIENT shall obtain COUNTY's approval of any property manager selected to manage the Project prior to entering into a management contract. RECIPIENT shall provide COUNTY with prior written notice of any change in the designated property manager and COUNTY shall notify RECIPIENT within 30-days of the date of such notice if it does not approve of the entity chosen. COUNTY hereby approves ACC Management Group, Inc to act as property manager.

30. SUPPORTIVE SERVICES. RECIPIENT shall obtain COUNTY'S approval of any supportive services provider to provide supportive services Project's tenants. RECIPIENT shall provide COUNTY with prior written notice of any change in the designated supportive services provider and COUNTY shall notify RECIPIENT within 30-days of such notice if it does not approve of the entity chosen. COUNTY hereby approves Lutheran Social Services of Wisconsin and Upper Michigan, Inc. to act as supportive services provider.

    RECIPIENT shall provide direct financial support to supportive service partner and annually provide a supportive services plan for the Project in a format provided by the COUNTY on or before February 15 of each year.

31. NON-DISCRIMINATION. During the term of this Agreement, RECIPIENT and DCHA agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). RECIPIENT and DCHA agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

32. CIVIL RIGHTS COMPLIANCE.
    a. If DCHA or RECIPIENT has 20 or more employees and receives $20,000 in annual contracts with COUNTY, DCHA and/or RECIPIENT, as applicable, shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section

504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. If DCHA or RECIPIENT has 20 or more employees and receives $20,000 in annual contracts with COUNTY, DCHA and/or RECIPIENT, as applicable, shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. If required to be submitted, DCHA and/or RECIPIENT, as applicable, shall submit a copy of its discrimination complaint form with its CRC/AA Plan. . If required to be submitted, the CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If DCHA/RECIPIENT submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of DCHA/RECIPIENT's Plan is sufficient.

b. DCHA and RECIPIENT agree to comply with the COUNTY's civil rights compliance policies and procedures. DCHA and RECIPIENT agree to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the DCHA and RECIPIENT. DCHA and RECIPIENT agree to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. DCHA and RECIPIENT further agree to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
c. DCHA and RECIPIENT shall each post its Equal Opportunity Policy, the name of DCHA's and RECIPIENT's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. DCHA and RECIPIENT shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
d. DCHA and RECIPIENT shall each provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
e. If DCHA or RECIPIENT is a government entity having its own compliance plan, that plan shall govern its activities.

33. COMPLIANCE WITH FAIR LABOR STANDARDS.
    a. Reporting of Adverse Findings. During the term of this Agreement, DCHA and RECIPIENT shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that RECIPIENT has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects DCHA OR RECIPIENT'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, COUNTY may take such action.
    b. Appeal Process. DCHA and RECIPIENT may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
    c. Notice Requirement. Each of DCHA and RECIPIENT shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

34. NOTICE TO APPLICANTS AND TENANTS. RECIPIENT agrees to post a sign in a common area of the building that is frequented by applicants and residents. The sign shall be conspicuously located and include the following information;
    a. The amount of funding provided by the COUNTY;
    b. The year that such funding was provided by the COUNTY;
    c. A statement notifying the public that the housing may be subject to additional requirements for resident selection and property management due to the requirements associated with the COUNTY's funding of the project;
    d. The contact information for the COUNTY's contract compliance office, including a website, email, and phone number, for interested persons to obtain more information about the project and register any concerns.
    e. The RECIPIENT further agrees that if the sign is posted on the exterior of the building that they shall follow all applicable municipal zoning ordinances.

35. SIGN/COUNTY LOGO. Within 30 days of the start of any construction of the Project, RECIPIENT shall provide and erect a sign on the property that is easily visible from the street and sidewalk which credits the COUNTY with financing a portion the Project. RECIPIENT shall credit the COUNTY and use the COUNTY's logo for inclusion in publications, publicity or site signs related to this Project.

36. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

37. NOTICES. Upon an Event of Default, the COUNTY or DCHA shall send a notice of such default in accordance with this Section. The COUNTY and DCHA shall accept any cure proffered by RECIPIENT's senior lender and/or Investor Member as a cure proffered by RECIPIENT; provided, however, that neither RECIPIENT's senior lender nor its Investor Member shall be obligated to proffer a cure. Notices, reports and communications shall be in writing and shall be deemed to have been property given when personally delivered to the Party, or three (3) days after the same is sent by certified or registered U.S. mail, postage prepaid, or by overnight courier property addressed to the Party entitled to the receive such notice as set forth:

If to Recipient:

The Argus - Verona, LLC
c/o Northpointe Development II Corporation
230 Ohio Street, Suite 200
Oshkosh, WI 54902-5894
Attn: Callan Schultz

With a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: William R. Cummings, Esq.

If to Investor Member:

_____
_____
_____
Attn:_____

With a copy to:

_____
_____
_____
Attn:_____

If to County:

Dane County

Dane County Department of Human Services – Housing Access and Affordability
Dane County Job Center
1819 Aberg Avenue
Madison WI 53704

With a copy to:

Office of the Corporation Counsel
City-County Building Rm. 419
210 Martin Luther King Jr Blvd.
Madison, WI 53703

If to DCHA:

Dane County Housing Authority
Attn: Executive Director
2917 International Lane, Suite 201
Madison, WI 53704

With a copy to:

Office of the Corporation Counsel
City-County Building Rm. 419
210 Martin Luther King Jr Blvd.
Madison, WI 53703

Any Party may, at any time, give notice in writing to the other Parties of a change of address for purposes of this paragraph.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RECIPIENT

THE ARGUS – VERONA, LLC, a Wisconsin limited liability company

By: The Argus – Verona MM, LLC,
Its Manager

By: Northpointe Development II Corporation, Its Manager

By: _____
Sean O'Brien, Secretary

54554260

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DANE COUNTY HOUSING AUTHORITY,
a quasi-municipal corporation created pursuant to sec. 59.53(22) of the Wisconsin Statutes.

By: Karyn Knaak
Karyn Knaak, Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF DANE,
a Wisconsin County and quasi-municipal cooperation pursuant to Chapter 59 of the Wisconsin Statutes.

By:_____
Melissa Agard, Dane County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF DANE,
a Wisconsin County and quasi-municipal cooperation pursuant to Chapter 59 of the Wisconsin Statutes.

By:_____
Scott McDonell, Dane County Clerk

Exhibit A

Legal Description

[To be inserted]

Exhibit B

Dane County Land Use Restriction Agreement

See attached

LAND USE RESTRICTION AGREEMENT

Document Number | Document Name

THIS LAND USE RESTRICTION AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 20___, by The Argus – Verona, LLC, a Wisconsin limited liability company and its successors and assigns ("Owner") in favor and for the benefit of County of Dane, a Wisconsin quasi-municipal corporation, and its successors and assigns ("County").

RECITALS:

WHEREAS, Owner owns the property legally described on Exhibit A which is attached hereto and incorporated by reference (the "Property"), and located in Verona, Wisconsin;

Recording Area

Drafted by and Return to:
Susan Rauti
Assistant Corporation Counsel
City County Building, Room 419
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Parcel Identification Number (PIN)

WHEREAS, Owner has built or will build a sixty (60)-unit affordable housing development on the Property (the "Development");

WHEREAS, County will provide a grant to Dane County Housing Authority ("DCHA"), which DCHA shall loan to Owner (the "Loan"), all of which will happen subject to an Affordable Housing Development Fund Grant Agreement dated as of the date hereof by and among Owner, DCHA and County (the "Grant Agreement"); and

.

WHEREAS, as a condition precedent to County entering into the Grant Agreement, County requires that Owner restrict the use of the Property as hereinafter described (the "Restrictions").

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby covenants and agrees on behalf of itself and its successors in title to the Property and/or interest in Owner, as follows:

AGREEMENT:
ARTICLE 1
REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE OWNER

The Owner represents, warrants, covenants and agrees as follows:

1.1 Application. The Restrictions set forth herein shall be applicable to the residential units within the Development (each, an "Apartment" and collectively, the "Apartments").

1.2 Authority. Owner has the full legal right, power, and authority to execute and deliver this Agreement and to perform all the undertakings of Owner hereunder.

1.3 Information Correct. The information set forth in this Agreement, including the Recitals, is true and correct as of the date hereof. Owner will promptly notify County upon the occurrence of any

act or omission that immediately, or with the passage of time, makes any statement(s) herein untrue or incorrect in any material way.

1.4 Conflicting Agreements. Owner has not and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof. In any event, Owner represents, warrants, covenants, agrees, and acknowledges that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

1.5 Use of the Development. Owner shall not permit the use of any Apartment in the Development for any purpose other than as rental housing and shall not take any action which would in any way otherwise impair the use of the Development as described in this subsection.

1.6 Non-Discrimination. Owner shall comply with all federal, state, and local fair housing laws, rules and regulations as now or hereafter in effect and shall not discriminate upon any basis prohibited by law in the lease, use, or occupancy of the Development or in connection with the employment or application for employment of persons for the operation and management of the Development or refuse to lease an Apartment to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such holder. The Owner agrees to administer the Development to affirmatively further fair housing.

1.7 Occupancy Restrictions. Until the forty (40)-year anniversary of the date the Property receives a permanent certificate of occupancy, Owner shall, at all times, ensure that the Development is occupied by qualifying tenants as set forth herein (each a "Qualifying Tenant"), to wit: twenty-one (21) units will be rented to or set aside for occupancy by person(s) who earn 80% or less than the area median gross income adjusted for family size (the "AMI") as determined by United States Department of Housing and Urban Development ("HUD") from time to time with respect to Dane County; twenty-five (25) units will be rented to or set aside for occupancy by person(s) who earn 50% or less than AMI; and fourteen (14) units will be rented to or set aside for occupancy by person(s) who earn 30% or less than AMI. Each of the Apartments shall be rent restricted such that Owner charges tenants no more than Owner would be permitted to charge pursuant to the rent limitations set forth in the Land Use Restriction Agreement for Low-Income Housing Tax Credit between Owner and the Wisconsin Housing and Economic Development Authority ("WHEDA") factoring in the number of bedrooms in the Apartment and it being located in Dane County, Wisconsin. For so long as a tenant, which had been determined to be a Qualifying Tenant, occupies the particular Apartment, the tenant will remain a Qualifying Tenant if the tenant's income, upon the most recent income certification, does not exceed 140% of AMI. If any affordable Apartment is occupied by a Qualifying Tenant at the time of initial occupancy, and such Qualifying Tenant's income should subsequently exceed 140% of the applicable income limit, Owner shall, after such determination of income, rent the next available residential unit of comparable or smaller size in the Development to another Qualifying Tenant.

1.8 Evidence of Tenant Income. The Owner shall provide to the County the same evidence of tenant income that the Owner provides to WHEDA, to the fullest extent permitted by applicable law, and on the same terms and conditions that the Owner is required to provide the same to WHEDA.

(a) The Owner shall obtain and maintain on file, as a condition to occupancy for each person who is intended to be a Qualifying Tenant, an Income Certification in a form acceptable to the County; which form may change from time to time ("Income Certification"). In addition, the Owner shall obtain from each such person whatever other information, documents, or certification are deemed necessary by the County to substantiate the Income Certification.

(b) The form of lease to be utilized by the Owner in renting any Apartments in the Development to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person, subject to the eviction process, for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification or the failure by such tenant to execute an Income Certification.

(c) Income Certifications shall be maintained and accessible to the County with respect to each Qualifying Tenant who resides in an Apartment, and the Owner shall, promptly upon request, file a copy thereof with the County.

(d) The status of a tenant as a Qualifying Tenant shall be determined no less frequently than annually.

1.9 Reduction or Disposition of the Development. The Owner shall not demolish any part of the Development nor substantially subtract from any real or personal property of the Development, nor dispose to any person any portion of any building in the Development unless all of such building is disposed of to such person.

1.10 Monitoring by the County.

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the County to inspect any books and records of the Owner regarding the Development and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement.

(b) The Owner shall submit any other information, documents, or certifications requested by the County that the County may deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of this Agreement and the Grant Agreement.

1.11 Reporting Requirements. Upon written request by County, Owner shall provide to County an annual written report which shall, at a minimum, include the following information: number of tenants in the Development; the number of Apartments in the Development that are rented to tenants with household incomes at or below 80%, 50% and 30% of the AMI as determined by HUD; the number of eviction actions filed, the reason for eviction, the number of eviction notices issued to the tenants in the twelve months preceding the eviction filing; the number of eviction judgments granted, writs executed, and/or other case resolutions (e.g. vacated prior to execution of writ or allowed to stay with conditions); tenant demographic information in a form supplied by the County; applicants accepted from the Community-wide Priority List for Housing, in a form supplied by the County; and any other information reasonably requested by the County in writing that may affect the status of the Development or would be necessary for determining Owner's compliance with the terms, covenants, and condition of this LURA. The report described in this section shall be due to the County no later than February 15 and shall reflect the period from January 1 to December 31 of the previous calendar year.

1.12 Lien Priority. Owner shall not permit a lien or other encumbrance to exist with priority senior to this Agreement without the County's prior written consent (other than the WHEDA LURA and such other items expressly permitted pursuant to the terms of the Grant Agreement).

1.13 Organizational Documents. Owner has provided or will (within 30 days after the respective effective dates) provide to the County its organizational documents (including without limitation its articles of incorporation, articles of organization, certificate of partnership, bylaws, operating agreement, or partnership agreement, as applicable) and any amendments thereto during the term of this Agreement to the extent such amendments affect the control of the Owner or distributions due to the Owner; provided, however, Owner will endeavor to provide all amendments to County,

but it shall not be a violation of this LURA if Owner fails to provide the amendments to its organizational documents to the extent the amendments are ministerial in nature.

1.14 Notice to County. Promptly upon discovering any existing violation of any of the covenants, restrictions, and representation set forth herein, Owner shall notify the County in writing of such violation. In the event that Owner becomes aware of any situation, event, or condition, which would result in noncompliance of the Development, Owner shall promptly give written notice thereof to the County and take any lawful action to cause the Development to comply with this Agreement.

1.15 Omitted Intentionally.

1.16 Omitted Intentionally.

1.17 Omitted Intentionally.

1.18 Omitted Intentionally.

1.19 Omitted Intentionally.

1.20 Omitted Intentionally.

ARTICLE 2
EVENTS OF DEFAULT: REMEDIES

2.1 Events of Default. If County becomes aware of a violation of any of the provisions hereof, it shall give written notice thereof to Owner directing Owner to the remedy the violation within a reasonable specified period of time, which will be a minimum of 90 days. If any violation of this Agreement is not corrected to the satisfaction of the County within the period of time specified by the County in the notice described above, the County shall have the right, without further notice, to declare an event of default ("Event of Default") under this Agreement. Owner's investor member (together with its successors and assigns, the "Investor Member") shall be given the opportunity to remedy any violation described herein on the same terms as the Owner, and any remedy tendered by the Investor Member shall be accepted or rejected by the County as if offered by the Owner.

2.2 Remedies. During the occurrence of an Event of Default, the County shall have the right to apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to correct noncompliance with this Agreement. The Owner hereby acknowledges that the County and the other beneficiaries of this Agreement hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

ARTICLE 3
TERM OF AGREEMENT

3.1 Term of Agreement. The term of this Agreement and the restrictions imposed hereby shall commence upon the issuance of a certificate of occupancy of the Development. The term shall end as referenced in Section 1.7.

3.2 Early Termination. Notwithstanding the provisions of Section 3.1 above, this Agreement and the restrictions imposed hereby shall terminate upon the date the Development is acquired by foreclosure (or instrument in lieu of foreclosure).

ARTICLE 4
MISCELLANEOUS

4.1 Recitals Incorporated by Reference. The Recitals set forth above are hereby incorporated by reference and made part of this Agreement.

4.2 Covenants Run With the Land; Successors Bound. This Agreement shall be recorded in the real property records of the county where the Development is located. This Agreement shall run with the land and bind the Owner and its successors and assigns and all subsequent owners of the Development and all holders of any other interest therein.

4.3 Reliance by the County. The Owner hereby agrees that the Owner's representations and covenants set forth herein may be relied up on by the County. The County may conclusively rely upon statements, certificates, and other information provided by the Owner and the Qualifying Tenants, and upon audits of the books and records of the Owner or the Development.

4.4 Release. The Owner hereby releases the County from any claim, loss, demand, or judgment arising out of the exercise in good faith of the County of any rights or remedies granted to the County under this Agreement.

4.5 Amendment. This Agreement may be amended only in writing as mutually agreed by Owner and the County.

4.6 Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The County and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notices to the Owner shall also be sent to the Owner's Investor Member for so long as the Owner has a low-income housing tax credit investor and senior lender, with such notices being sent to the following addresses:

If to Owner:

The Argus - Verona, LLC
c/o Northpointe Development II Corporation
230 Ohio Street, Suite 200
Oshkosh, WI 54902-5894
Attn: Callan Schultz

With a copy to:

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Attn: William R. Cummings, Esq.

If to Investor Member:

[To be inserted]

With a copy to:

[To be inserted]

If to Senior Lender:

[To be inserted]

If to County:

Dane County

Attn: Dane County Human Services - Division of Housing Access and Affordability
Dane County Job Center
1819 Aberg Avenue
Madison WI 53704

With a copy to:

Office of the Corporation Counsel
City-County Building Rm. 419
210 Martin Luther King Jr Blvd.
Madison, WI 53703

4.7 Definitions and Interpretation. All the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof. The titles and headings of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall not be considered or given any effect in construing this instrument or any provision hereof or in ascertaining intent, if any questions of intent should arise.

4.8 Governing Law. This Agreement shall be governed by the laws of the state of Wisconsin and, where applicable, the laws of the United States of America.

4.9 Severability. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

4.10 Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the OWNER executed this Agreement as of the date first above written.

OWNER:

THE ARGUS – VERONA, LLC,
a Wisconsin limited liability company

By: The Argus – Verona MM, LLC its Manager

By: Northpointe Development II Corporation, its Manager

By: _____
Sean O'Brien, Secretary

STATE OF WISCONSIN)
) ss
DANE COUNTY)

Personally came before me this 22 day of September, 2025, the above named Sean O'Brien, the Secretary of Northpointe Development II Corporation, the manager of The Argus - Verona MM, LLC, the manager of The Argus - Verona, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public State of Wisconsin
My Commission: 12/20/2028

SAM HAILE
NOTARY
PUBLIC
STATE OF WISCONSIN

IN WITNESS WHEREOF, COUNTY executed this Agreement as of the date first above written.

COUNTY OF DANE, WISCONSIN
a Wisconsin county and body corporate pursuant to Chapter 59 of the Wisconsin Statutes

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss
_____ COUNTY)

Personally came before me this ____ day of _____, 20__, the above named _____ and _____ of County of Dane, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A
TO LAND USE RESTRICTION AGREEMENT

LEGAL DESCRIPTION

[To be inserted]

Exhibit C

Unit Mix

	# of Bedrooms					
% of County Median Income (CMI)	**Total # of Units**	**# of Studios**	**# of 1 BRs**	**# of 2 BRs**	**# of 3 BRs**	**# of 4+ BRs**
≤30%	14		10	2	2	
40%						
50%	25		19	2	4	
60%						
70%						
80%	21		7	7	7	
Market						
Total Units	60		36	11	13	

Exhibit D

Subaward Note

See attached.

Promissory Note

PROJECT NAME: The Argus Apartments

BORROWER NAME: The Argus – Verona, LLC

AMOUNT OF LOAN: $ 3,000,000.00

PLACE: Verona, WISCONSIN

DATE: _____, 20____

FOR VALUE RECEIVED, the Borrower promises to pay to the order of the DANE COUNTY HOUSING AUTHORITY ("DCHA"), at its offices located at 2917 International Lane, Suite 201, Madison, Wisconsin, 53704, the principal amount of Three Million and No/100 Dollars ($3,000,000.00), or so much thereof as may be outstanding hereunder. Full payment of the principal, shall be payable in full on [_____] (the "Maturity Date") unless sooner paid (the "Final Payment"). Failure to satisfy the Final Payment on the Maturity Date shall constitute a default hereunder. This Note shall not bear interest. Prior to the Maturity Date if there is an event of sale, transfer, or change or discontinuance in the permitted use of the Property (except as permitted under the terms of this Note, the Grant Agreement (as defined below) or the Mortgage (as defined below) encumbering real property located in the City of Verona, Dane County, Wisconsin (the "Property") the legal description of which is attached as Exhibit A), this Note will become due and payable immediately. The proceeds of the Loan evidenced by this Note (the "Loan") are intended to fund the construction of that certain affordable mixed use development consisting of sixty (60) residential rental units on the Property (the "Project").

THIS NOTE is evidenced by an Affordable Housing Development Fund Grant Agreement dated as of the date hereof (the "Grant Agreement") and is secured by a Real Estate Mortgage given by the Borrower to the DCHA dated of even date herewith (the "Mortgage").

DELINQUENCY CHARGE. Except for an approved Deferred Payment, if a payment owed under the Note is not paid on or before the 15th day after its due date, the DCHA may collect a delinquency charge equal to 12% per annum on the unpaid balance until the amount due under the Note is paid in full.

FOLLOWING all applicable notice and cure periods provided in the Grant Agreement, the Mortgage, the COUNTY LURA or this Note, including the entire balance of principal and interest, together with late charges, shall become immediately due and payable to the DCHA without notice or demand upon the occurrence of any of the following:

a) If the Borrower shall default in any of the covenants, agreements, provisions, terms or conditions of the Mortgage or Grant Agreement which provisions are incorporated herein by reference, and the default is not cured within the time period provided in the Mortgage or Grant Agreement, as applicable.

b) Title to, or equitable ownership in, the Property is transferred to any party without the prior written consent of the DCHA except as otherwise provided in the Grant Agreement or Mortgage.

c) If Borrower permits or allows any use of the Property other than as the Project as described in the Loan Contracts.

Notwithstanding anything to the contrary in this Note, the Grant Agreement, or the Mortgage, the investor member of the Borrower ("Investor Member") shall have the right, but not the obligation, to cure any defaults of the Borrower hereunder, and the DCHA agrees to accept such cures tendered by the Investor Member on behalf of the Borrower, and the Investor Member shall be afforded any cure periods as may be applicable to Borrower.

The Borrower and endorser of this Note agrees to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection, through and including all appellate levels and post-judgment proceedings.

No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of any such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or a waiver of any such right on any future occasion. The Borrower for itself, its successors and assigns, does hereby expressly waive presentment for payment and notice of nonpayment. It is expressly understood and agreed that the Borrower shall not be released from the covenants herein contained by reason of any forbearance or extension of time granted or release of any subsequent owner or owners of the Property mortgaged as secured for this obligation.

The "Loan Contracts" are this Note, the Mortgage which explicitly secures the Note, the Grant Agreement, and the County LURA (as defined in the Grant Agreement) each executed by the Borrower in connection with the loan evidenced by this Note ("Loan").

Except as otherwise provided herein, this Note shall be non-recourse to Borrower in that Borrower and its members shall have no liability under the Loan Contracts for the repayment of the Loan or for the performance of any other obligation of Borrower thereunder, and the DCHA's only recourse for the satisfaction of the Loan and the performance of such obligations shall be the DCHA's exercise of its rights and remedies with respect to the Property.

Borrower shall be liable to the DCHA, to the extent not satisfied from the exercise of the DCHA's right and remedies with respect to the Property described in the Mortgage, for repayment of the portion of the Loan equal to any loss or damage suffered by the DCHA as a result of:

1. the fraud or intentional material misrepresentation by Borrower in connection with the application for or creation of the Loan or any request by Borrower for any action or consent by the DCHA in connection with the Loan; or
2. subject to the rights of any holder of a superior lien on the Property, failure of Borrower to:
    i. pay to the DCHA, upon demand after the occurrence of any event of default which is not timely cured, all payments DCHA is entitled under the Loan Contracts;
    ii. apply all Property insurance proceeds and condemnation proceeds as required by the Loan Contracts; or
    iii. apply Property rents, first to the payment of reasonable Property operating expenses (including property management fee and taxes) and amounts payable to, or at the direction of, and holder of superior lien on the Property,

and then the amounts payable under the Loan Contracts in accordance with the priorities set forth in the Borrower's Operating Agreement.

Notwithstanding the foregoing, Borrower will not be liable to the extent that Borrower lacks the legal right to direct the disbursement of any funds because of a bankruptcy, receivership or similar judicial proceedings.

This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement is sought.

The Borrower may draw up to 90% of the Loan proceeds to be used for eligible construction costs of the Project. Borrower shall provide evidence of full project financing before funds will be released. DCHA shall withhold 10% of the Loan proceeds until a certificate of occupancy for the Project has been issued by the City of Verona and a certification of green technologies, as described in the Grant Agreement, is obtained by Borrower.

The right of the holder of this promissory note to payment of any of the indebtedness evidenced by this Note is and will at all times be subordinate to construction and permanent financing provided by [TBD] ("Senior Lender"). DCHA shall enter into any subordination agreement reasonably requested by Senior Lender.

THE BORROWER acknowledges receipt of an exact copy of this Note.

NOTICE TO BORROWER

A. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
B. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENTS YOU SIGN.
C. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS NOTE WITHOUT PENALTY OR PREMIUM DUE.

Signed and sealed as of the _____ day of_____, 20__ at Madison, Wisconsin.

THE ARGUS – VERONA, LLC,
a Wisconsin Limited Liability Company

By: The Argus – Verona MM, LLC
Its: Manager

By: Northpointe Development II Corporation
Its: Manager

By: _____
Sean O'Brien, Secretary

EXHIBIT A

[To be inserted]

PIN:

Exhibit E

Tenancy Addendum

See attached.

Tenancy Addendum

a. **Security Deposits.** The amount of a security deposit shall not be more than one month's rent.
b. **Late Fees and Other Fees.** Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.
c. **Rights of Youth to Access Common Spaces.** Youth under the age of 18 are allow to use and enjoy common areas without supervision. This does not preclude reasonable rules in ensure the safety of children and youth.
d. **Good Cause for Termination.** A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined in include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.
e. **Reasonable Guest Rules.** Tenants have the right to have guests. In the event the property management establishes rules related to guests, they must be reasonable. Unreasonable rules include, but are not limited to the following: (1) Prior authorization of guests by the property management, unless the guest is staying for an extended period of time (e.g. more than 2 weeks); (2) Prohibition on overnight guests; (3) Requiring that the resident be with the guest at all times on the property. (4) Requiring guests to show ID unless requested by the tenant. (5) Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.

Landlord may ban a person who is not a tenant from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises. No person shall be banned from the rental premises without the consent of the tenant unless the following have taken place:

(1) A notice of the ban is issued to the tenant stating the:
(a) name of the person banned,

(b) grounds for the ban including, (i) the specific facts detailing the activity resulting in the ban; (ii) the source of the information relied upon in making the ban decision; and (iii) a copy of any criminal record reviewed when making the ban decision; and

(c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban.

(2) If requested, a hearing on the ban has taken place to provide the tenant an opportunity to dispute the proposed ban, discuss alternatives of the ban, and address any unintended consequences of the proposed ban.

A tenant may not invite or allow a banned person as a guest on the premises, provided the Landlord has followed the proper procedure and given notice to Tenant as set forth herein.

A tenant who violates the guest policy may be given a written warning detailing the facts of the alleged violation. The written warning shall detail the violation, and warn the tenant that repeated violations may result in termination of tenancy. Tenants that repeatedly violate the guest policy, (e.g. three (3) or more violations within a twelve (12) month period) may be issued a notice of termination in accordance with state and federal law.

Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.

f. **Parking Policies.** Parking policies and practices must comply with applicable laws. Vehicles shall not be towed to a location that is more than 6 miles from the rental premises, unless there is not a towing company with a tow location available within 6 miles.

Exhibit F

Tenant Denial Process

See attached.

TENANT DENIAL PROCESS

1.	Prior to a denial based on a criminal record, the housing provider shall provide the applicant access to a copy of the criminal record at least five days prior to the in-person appeal meeting and an opportunity to dispute the accuracy and relevance of the report, which is already required of HUD assisted housing providers. See 24 C.F.R. § 982.553(d), which applies to public housing agencies administering the section 8 rent assistance program.
2.	Prior to a denial based on a criminal record, the housing provider shall provide the applicant the opportunity to exclude the culpable family member as a condition of admission of the remaining family members.
3.	Prior to a denial decision, the housing provider is encouraged to meet with the applicant to review their application and make an individualized determination of their eligibility, considering: (a) factors identified in the provider's own screening policies, (b) if applicable, federal regulations, and (c) whether the applicant has a disability that relates to concerns with their eligibility and an exception to the admissions rules, policies, practices, and services is necessary as a reasonable accommodation of the applicant's disability. In making a denial decision, the housing provider shall consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on other family members who were not involved in the action or failure.
4.	The property manager will base any denial on sufficient evidence. An arrest record or police incident report is not sufficient evidence. Uncorroborated hearsay is not sufficient evidence.
5.	Denial notices shall include the following: a) The reason for denial with details sufficient for the applicant to prepare a defense, including: i) The action or inaction forming the basis for the denial, ii) Who participated in the action or inaction, iii) When the action or inaction was committed, and iv) The source(s) of information relied upon for the action or inaction. b) Notice of the applicant's right to a copy of their application file, which shall include all evidence upon which the denial decision was based. c) Notice of the applicant's right to copies of the property manager's screening criteria. d) Notice of the right to request an in-person appeal meeting on the denial decision by making a written request for a hearing within 45 days. The housing provider is not required to hold the unit open while the appeal is pending. e) Notice of the right to have an advocate present at the in-person appeal meeting and of the right to be represented by an attorney or other representative. f) Notice of the right to present evidence in support of their application, including, but not limited to evidence related to the applicant's completion or participation in a rehabilitation program, behavioral health treatment, or other supportive services.
6.	If the applicant requests an in-person appeal meeting, the hearing will be conducted by a person who was not involved in or consulted in making the decision to deny the application nor a subordinate of such a person so involved.
7.	The in-person appeal meeting shall be scheduled within ten working days of the request, unless the applicant requests a later date.
8.	A written decision on the application shall be provided to the applicant within ten working days after the in-person appeal meeting.