

AGREEMENT REGARDING TRANSFER OF TREE LANE

This Agreement Regarding Transfer of Tree Lane (this "Agreement") is entered into and effective as of May __, 2024 by and between County of Dane, a Wisconsin county and body corporate pursuant to Chapter 59 of the Wisconsin Statutes ("County") and CSC Madison West, LLC, a Wisconsin limited liability company ("Owner").

RECITALS

- A. County owns certain real property more particularly described on Exhibit A-1 (the "Land"). The County entered into that certain Ground Lease dated May 9, 2017 by and between County, as landlord, and Tree Lane Apartments, LLC, a Wisconsin limited liability company ("Initial Owner"), as tenant.
- B. Initial Owner developed a 45-unit apartment building on the Land (the "Development"). Initial Owner subjected the Land to a condominium regime, known as Tree Lane Condominium, which consists of two units: Unit 1 owned by Initial Owner ("Unit 1"); and Unit 2 owned by County, as more particularly described on Exhibit A-2 ("Unit 2").
- C. As part of Initial Owner's agreements related to development, Initial Owner made certain covenants related to affordability restrictions that continue for 30 years from the placed in service date of the Development, as more fully set forth in that certain Land Use Restriction Agreement for Low-Income Housing Tax Credit, by and between Initial Owner and Wisconsin Housing and Economic Development Authority ("WHEDA"), dated May 26, 2020 and recorded in the office of the Register of Deeds for Dane County, Wisconsin on June 3, 2020 (the "WHEDA LURA").
- D. Initial Owner is no longer able to continue ownership or operation of the Development or of Unit 1.
- E. Initial Owner is conveying Unit 1 to Owner on or about the date hereof.
- F. Subject to ongoing affordability at the Development, County wishes to convey to Owner, and Owner wishes to accept conveyance from County, of the Land and Unit 2, subject to the terms and conditions set forth herein. *CS 5/22/24*
- G. Owner wishes to retain the affordability restrictions as contained in the WHEDA LURA ^{AND ANY AMENDMENTS} to facilitate the preservation of housing for, among others, very low-income individuals and families. ^{AND ANY AMENDMENTS THERETO} *SHR 5/22/24* ^{THERETO} *SHR 5/22/24*
- H. But for Owner ^{AND ANY AMENDMENTS THERETO} continuing to agree to the affordability restrictions set forth in the WHEDA LURA, and agreeing to enter into a Land Use Restriction Agreement, dated on or about the date hereof, by Owner in favor of County, to be promptly recorded in the office of the Register of Deeds for Dane County, Wisconsin, County would be unwilling to convey its interest in the Land and in Unit 2 to Owner. *SHR 5/22/24*

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Owner wish to agree as follows:

1. **Recitals and Exhibits.** The Recitals and exhibits to this Agreement are hereby incorporated by reference.

2. **Tenancy Addendum.** Owner shall comply with the policies outlined in the Tenancy Addendum, as may be modified from time to time by the written agreement of Owner and County (as modified, if applicable, the "Tenancy Addendum"). The Tenancy Addendum is attached hereto as Exhibit B. The Tenancy Addendum shall be attached to all of Owner's leases for residential units at the Development until the expiration of the WHEDA LURA. If there are conflicts between the Tenancy Addendum provisions and the lease, the Tenancy Addendum requirements shall take precedence. Any material violation of the Tenancy Addendum by Owner, as determined by County in its reasonable discretion, shall result in a penalty of \$500 payable to County by Owner.

AND ANY AMENDMENTS THERETO
SHR 5/22/24
CS 5/22/24

2. A. OWNER SHALL COMPLY WITH THE WHEDA LURA AND ANY AMENDMENTS THERETO.

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CS 5/22/24

3. **Sign Ordinance.** Owner 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 Dane County;
- B. The year that such funding was provided by Dane 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 Dane 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.

Owner further agrees that if the sign is posted on the exterior of the building that they shall follow all applicable municipal zoning ordinances.

4. **Term and Termination.** This Agreement will continue until the first to occur of (a) written agreement by Owner and by County that this Agreement is terminated; or (b) the termination of the WHEDA LURA. AND ANY AMENDMENTS THERETO

5. **Civil Rights Compliance.**

SHR 5/22/24
CS 5/22/24

A. If County has 20 or more employees and receives \$20,000 in annual contracts with County, Owner 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. County 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. Owner shall submit a copy of its discrimination complaint form with its CRC/AA Plan. 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. Owner's 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 Owner 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 Owner's Plan is sufficient.

B. Owner agrees to comply with the County's civil rights compliance policies and procedures. Owner agrees to comply with civil rights monitoring reviews performed by the County, including the examination of records and relevant files maintained by the Owner, to the extent such records are not confidential or otherwise required to not be disclosed under applicable employment law. Owner agrees to furnish all information and reports required by the County as they relate to affirmative action and non-discrimination. Owner further agrees to cooperate with County in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. Owner shall post the Equal Opportunity Policy, the name of Owner'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. Owner 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. Owner shall provide copies of all announcements of new employment opportunities to County's Contract Compliance Officer when such announcements are issued.

E. If Owner is a government entity having its own compliance plan, Owner's plan shall govern Owner activities.

6. **Non-Discrimination.** During the term of this Agreement, Owner agrees 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). Owner agrees 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.

7. **Miscellaneous.**

A. **Controlling Law and Venue.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

B. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties other than as expressly set forth herein, including but not limited to employees of either of the parties.

C. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

D. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

E. **Electronic Execution; Copies Valid.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or

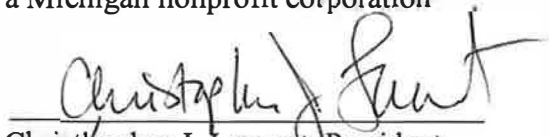
other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

In Witness Whereof, this Agreement is executed by the parties below as of the date first set forth above.

CSC MADISON WEST, LLC
a Wisconsin limited liability company

By: CSC Taxable, LLC, its Managing Member
a Wisconsin limited liability company

By: Cinnaire Solutions Corporation, its Manager
a Michigan nonprofit corporation

By: 
Christopher J. Laurent, President
CSZ

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

By: _____
Name: _____
Title: _____

Exhibit A-1

Legal Description of the Land

Lot 2, Certified Survey Map No. 8493, as recorded on February 25, 1997, with the Dane County Register of Deeds, Volume 46 of Certified Surveys, pages 193-198, as Document No. 2834147, in the City of Madison, Dane County, Wisconsin.

Parcel Identification Number (PIN): 251/0708-233-0809-8

Exhibit A-2

Legal Description of Unit 2

Unit 2 in Tree Lane Condominium, created by “Declaration of Condominium” recorded on April 26, 2019, in the Office of the Register of Deeds for Dane County, Wisconsin as Document Number 5483351, and by its Condominium Plat, together with tenancy in common rights associated with Unit 2 in Tree Lane Condominium as more further described in the Declaration of Condominium, the applicable Condominium Plat, and any bylaws, articles of incorporation, rule, or regulations pursuant thereto.

Exhibit B

Tenancy Addendum Cinnaire Solutions Corporation

Cinnaire Solutions Corporation, a Michigan nonprofit corporation, is committed to the following in operating your apartment community:

Safety. Your safety, the safety of your family members and household, your guests, and the larger community in which you'll live is our highest priority. Our rules reflect that. Threatening or action behaviors that compromise safety won't be tolerated.

Community. Community is rooted in trust and fellowship and getting to know one another. We are committed to encouraging access and enjoyment of the property to the point that individuals treat one another and the property with respect and dignity. Destruction of property not only is costly to repair, it takes away from your neighbor's ability to have pride in their community.

Growth. We recognize that many of our residents come from hard circumstances. We are committed to healing and helping people grow, but we need their help in that growth - we can't do the work for them. Our consequences are meant to make sure that we have the right level of respect and freedom, and not intended to be too severe and punitive.

Efficacy. This means that the property must remain in business to serve others. Your rent pays for insurance, utilities, snow removal, and security. When the property is damaged it must be repaired. When you don't pay your rent or treat property with respect our ability to continue to provide needed affordable housing is jeopardized. We also understand that accidents happen and sometimes you might not be able to pay your rent in a timely manner. Please reach out to your property manager as soon as you know you have an issue so that they may help find a solution.

- a. **Security Deposits.** The amount of a security deposit shall not be more than one month's rent.
- b. **Late Rent.** Your portion of the rent is due on the first day of the month. If part of your rent is paid by a county or CDA voucher and is late, that won't be held against you unless you haven't provided information they need, though property management may ask you to help the agency get on track with your portion. Failure to pay your portion by the 5th day of the month may result in the property manager issuing you a "30-day notice," which notifies you that you must make arrangements with the property manager to pay your rent to become current. This may include a payment plan. It is the responsibility of the resident and property manager to ensure that any such plan is in writing.

Failure to address a thirty-day notice or adhere to the terms agreed upon in a resulting payment plan may result in a 30-day pay or quit notice for the first violation and a 30-day quit notice with no right to cure for a subsequent violation if occurring within a one-year period.

- c. **Fees and Other Fees.** Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the resident'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 resident and comply with all applicable laws.
- d. **Rights of Youth to Access Common Spaces.** Youth under the age of 18 are given the ability to use and enjoy common areas without supervision. This does not preclude reasonable rules to ensure the safety of children and youth. Property management reserves the right to restrict access if unsupervised youth cause property damage or hamper the quiet enjoyment of other residents in the community.
- e. **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 to 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 resident 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 by the resident, property management will meet with the resident and/or a designated representative to discuss the non-renewal, allow the resident to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.
- f. **Reasonable Guest Rules.** Residents have the right to have guests. In the event property management establishes rules related to guests, they must be reasonable. Unreasonable rules include but are not limited to the following:
 - a. Prior authorization of guests by the property management, unless the guest is staying for an extended period (e.g. more than 2 weeks). In such case, according to programmatic rules, resident should be on the lease and this may conflict with occupancy eligibility rules.
 - b. Prohibition on overnight guests.

- c. Requiring that the resident be always with the guest on the property.
- d. Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.

Property management may ban a person who is not a resident from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises or has made threats against a resident or guest of a resident. Residents will receive written notice of any such banned guests and may appeal in writing. Property management will consider community and safety in highest regard when weighing such appeal.

A resident may not invite or allow a banned person as a guest on the premises.

A resident 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 resident that repeated violations may result in termination of tenancy. Residents that repeatedly violate the guest policy, (e.g. two (2) 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.

- g. **Parking Policies.** Parking policies and practices must comply with applicable laws. Property management shall make reasonable efforts to ensure that vehicles shall not be towed to a location that is more than six (6) miles from the rental premises, unless there is not a towing company with a tow location available within six (6) miles.
- h. **You have access to support and you have rights.** If you have a setback please reach out to your support service coordinator. The tenant resource center (www.tenantresourcecenter.org) is a great resource to understand your rights under the law - your service coordinator can help you with access.
- i. **Subject to Applicable Laws.** These tenancy addenda are subject to change with 30 days' notice as prompted by local, state, or federal laws.