

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is entered into on this ____ day of _____, 2023, by and between the City of Madison, a Wisconsin municipal corporation (“Buyer”) and Fourteen02 Park MM, LLC, a Wisconsin limited liability company (“Seller”), and shall take effect upon the date first written above (“Effective Date”).

WITNESSETH:

WHEREAS, Seller is the owner of Unit 2 (the “Unit 2 Condo”) of the Fourteen02 Park Condominium (the “Condominium”), as created by that certain Declaration of Condominium for Fourteen02 Park Condominium recorded on October 4, 2021 in the Dane County Register of Deeds as Document No. 5776930 (the “Condo Declaration”), and further shown on the Fourteen02 Park Condominium Plat recorded on October 4, 2021 as Document No. 5776931 (the “Condo Plat”); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer has agreed to purchase from Seller, the Unit 2 Condo, subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

1.1. Agreement to Sell and Purchase. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title and interest in the Unit 2 Condo together with said unit’s undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said Unit 2 Condo as set forth in the Condo Declaration and shown on the Condo Plat. The Unit 2 Condo shall be delivered to Buyer as gray box space which shall include those items listed on Exhibit A attached hereto (the “Gray Box Condition”). No personal property is included in this transaction.

1.2. Unit 2 Construction. Buyer acknowledges that the Condominium improvements are not yet fully constructed. Attached hereto as Exhibit B is a design/development plan and outline specifications of the Condominium (including the Unit 2 Condo), which plans and specifications Buyer has approved (the “Original Approved Plans”). Seller shall not make any material changes to the approved plans and specifications for the exterior of the Condominium or the Unit 2 Condo without the prior written consent of Buyer, which consent shall not be unreasonably withheld conditioned or delayed. A change shall be deemed material if it is a deviation from the quality or quantity of any specified parts or components.

1.3. Buyer's Requested Modifications to Original Approved Plans. Seller acknowledges that Buyer has requested certain changes be made to the Original Approved Plans for the Unit 2 Condo and certain of the surrounding areas of the Condominium, as listed on the attached Exhibit C (the "Additional Buyer Improvements"). Buyer has notified Seller that it obtained funding approval for the Additional Buyer Improvements up to an amount of \$554,000 ("Approved Additional Funding") through the Capital Budget Process on November 16, 2022, and Seller has engaged its architect to finalize modifications to the Original Approved Plans to incorporate the Additional Buyer Improvements, subject to the reasonable approval of the Buyer. For the avoidance of doubt, all hard and soft costs incurred by Seller to modify the Original Approved Plans and/or construct the Additional Buyer Improvements (including, but not limited to any amendments to the Condo Documents as may be necessary), shall be the sole cost and expense of Buyer (the "Additional Buyer Improvement Costs"). Any amounts incurred in excess of the Approved Additional Funding shall be approved in advance by the Buyer, and Buyer acknowledges that to the extent any excess is not approved by Buyer, Seller shall not be obligated to incur Additional Buyer Improvement Costs more than the Approved Additional Funding, such that the scope of the Additional Buyer Improvements may need to be modified. Buyer acknowledges and agrees that Seller's right to modify the Original Approved Plans is subject to the consent of Buyer's tax credit investor member and lender. Seller shall use commercially reasonable efforts to obtain any necessary third party consents to a modification of the Original Approved Plans as contemplated herein, but it shall not be a default by Seller hereunder (or excuse Buyer from performing its obligations hereunder) to the extent such third party approval is not obtained.

ARTICLE II **PURCHASE PRICE**

Subject to the adjustments and prorations described in this Agreement, the total purchase price to be paid by Buyer to Seller for the Unit 2 Condo pursuant to the Original Approved Plans is Four Million Six Hundred Thousand and no/100 Dollars (\$4,600,000.00) (the "Purchase Price").

Notwithstanding the foregoing, Buyer shall deposit one hundred percent (100%) of the Additional Buyer Improvement Costs (the "Additional Improvement Deposit") with First American Title Insurance Company to be held in escrow for disbursement to Seller on a construction draw basis and used for hard and soft costs associated with construction of the Condominium to include the Additional Buyer Improvements. For the avoidance of doubt, such Additional Improvement Deposit shall be in addition to the Purchase Price and shall not be a credit against the Purchase Price.

ARTICLE III **ADJUSTMENTS AND PRORATIONS**

The Purchase Price shall be adjusted at Closing (hereinafter defined) on the following basis:

3.1 Property Taxes. All real estate taxes attributable to the Unit 2 Condo shall be prorated between the City and Developer as of the date of closing based upon the latest known assessment and latest known mil rate in effect as of the date of closing.

3.2 Special and Area Assessments. Seller shall pay all special and area assessments for work actually commenced, completed, or levied prior to the Closing Date. All special and area assessments against the Unit 2 Condo, shall be charged in total to Seller and shall be paid at Closing or, at Buyer's election, Buyer shall receive a credit at Closing to the Purchase Price for the amount of such assessments.

3.3 Utilities. Seller shall pay all metered utility charges, including charges for sewer, electricity, gas and water on the basis of the meter readings taken as of the Closing Date or as soon thereafter as such meters are read.

3.4 Recording Fees. Buyer shall pay all recording fees, except that Seller shall pay the recording fees for such documents as are required to be recorded in order to cause title to the Unit 2 Condo to be in the condition called for by this Agreement.

3.5 Transfer Taxes. Seller shall pay any Wisconsin Real Estate Transfer Taxes or Fees.

3.6 Commissions. Neither party has engaged the services of a broker for this transaction.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES**

Seller hereby represents and warrants to Buyer as follows:

4.1 Authority. Seller has complete power and authority to sell, transfer and convey the Unit 2 Condo to Buyer, and that person (or those persons) signing below on behalf of Seller personally warrant that they have the authority to act as Seller's agent or agents in the sale, transfer and conveyance of the Unit 2 Condo to Buyer.

4.2 Litigation, Court Orders. There are no legal actions, condemnation proceedings, suits or other legal administrative proceedings pending or threatened against the Unit 2 Condo or against the Seller that would have an adverse impact on its ability to transfer the Unit 2 Condo, and there are no governmental agency or court orders requiring repairs, alterations or corrections of any existing conditions on the Unit 2 Condo.

4.3 Lessees. At Closing, there shall be no parties in possession of any portion of the Unit 2 Condo as lessees.

4.4 Service Contracts. Except as may be contracted by the Fourteen02 Condominium Association with respect to the Common Elements of the Condominium and as may be set forth

in the Permitted Exceptions, there are no service contracts or equipment leases which apply to the Unit 2 Condo and will be binding on Buyer after the Closing.

These warranties and representations in Article IV shall be true on the date of Closing and survive that date for a period of one year.

ARTICLE V **CONTINGENCIES**

Buyer will be purchasing the Unit 2 Condo for development of a grocery store (“Buyer’s Intended Use”) constructed and operated by a third party lessee (the “Lessee”). Seller and Buyer agree that the performance of the obligations herein set forth requires the consultation by the Buyer and Seller with the Lessee, but that Buyer’s obligation to purchase the Unit 2 Condo is not contingent upon Lessee’s satisfaction of any condition. Buyer further acknowledges that the Unit 2 Condo is encumbered by that certain Grocery Land Use Restriction Agreement, dated October 1, 2021, and recorded as Document No. 5778416 (“Grocery LURA”), and the foregoing Grocery LURA shall be a Permitted Exception.

5.1 Completion of Gray Box Condition.

(a) Buyer and Seller acknowledge that Closing shall be conditioned upon the completion of the Unit 2 Condo in the Gray Box Condition, and that completion of the Additional Buyer Improvements shall not be a condition to Closing. Notwithstanding the foregoing, there may be certain cost efficiencies gained if certain of the improvements required to complete the Gray Box Condition are finalized by Seller simultaneously with (or after) the completion of the Additional Buyer Improvements. As such, to the extent Seller proposes to delay the completion of any Gray Box Conditions until after Closing, Seller shall give notice to Buyer together with reasonable backup documentation, including but not limited a cost estimate to complete such delayed conditions. Buyer shall have ten days to approve such request in its commercially reasonable discretion, and any such approved delays shall be referred to herein as a “Delayed Condition”.

(b) From and after the execution of this Agreement, Buyer its agents and representatives, and the Lessee shall have the right to enter upon the Unit 2 Condo, with at least forty-eight (48) hours’ notice to Seller and provided that Buyer or Lessee shall coordinate such entry with Seller’s construction team, to inspect the progress of the construction of the Unit 2 Condo in accordance with the Original Approved Plans and the Gray Box Condition required by the terms of this Agreement. In the event Buyer identifies any material inconsistency between the Original Approved Plans and the as-built Unit 2 Condo (other than an approved Delayed Condition), Buyer shall give Seller written notice thereof and Seller shall use commercially reasonable efforts to resolve such inconsistency to the satisfaction of Buyer in Buyer’s reasonable discretion.

(c) Buyer acknowledges that receipt of a certificate of occupancy for Unit 2 Condo is not a condition to Closing and it shall be Buyer’s obligation to complete the Grocery Buildout (excluding any Additional Buyer Improvements) in accordance with Article VIII below.

5.2 Condominium Document Amendments. The parties shall work diligently and in good faith to agree upon any necessary amendments to the Condo Declaration and/or the Condo Plat as may be necessary to conform such documents to incorporate the Additional Buyer Improvements that have been approved by Seller’s lenders and investors (the “Condo Amendments”), provided that such Condo Amendments will be subject to review and approval by Seller’s investors and lenders. The Parties will use commercially reasonable efforts to finalize and record such Condo Amendments prior to Closing, with the understanding that Seller will not commence preparation of such Condo Amendments until the revised plans associated with the Additional Buyer Improvements have received all necessary approvals from the City.

5.3 Effect of Unmet Contingencies. If, prior to the Outside Closing Date (A) the Unit 2 Condo is not complete in the Gray Box condition; (B) the Additional Buyer Improvements shall not be complete; or (C) the Condo Amendments have not been recorded, then Buyer shall have the right, within five (5) days after the passage of such deadline, to deliver written notice of default to Seller. If Seller does not cure such default within thirty (30) days thereafter, Buyer shall have the right to terminate this Agreement by delivery of written notice to Seller, in which case this Agreement shall be null and void and neither Buyer nor Seller shall have any further rights or obligations to the other hereunder. If Buyer fails to timely deliver such written notice of termination to Seller, then such condition shall be deemed to be waived.

5.4 Post-Closing Completion of Additional Buyer Improvements and Delayed Condition(s). From and after Closing, Seller shall have until [April 1, 2024] (the “Outside Closing Date”), to complete the Additional Buyer Improvements and any Delayed Conditions (if applicable) in accordance with the terms of this Agreement. After the Closing Date, Buyer hereby grants Seller and Seller’s contractors a temporary construction easement in and about the Unit 2 Condo for purposes of completion of the Additional Buyer Improvements and any Delayed Conditions, if applicable. Said temporary construction easement shall expire upon the receipt of a Certificate of Occupancy for the Unit 2 Condo. Buyer and Seller (and Seller’s contractor) shall reasonably cooperate so as not to interfere with each other’s work in the Unit 2 Condo. Prior to the Outside Completion Date, Seller shall provide Buyer with final lien waivers from the contractor with respect to the Unit 2 Condo. The terms and provisions of this Section 5.4 shall expressly survive the Closing.

ARTICLE VI

TITLE

Buyer acknowledges receipt of Seller’s Owner’s Policy of Title Insurance and agrees that the exceptions set forth therein (other than liens and encumbrances related to Seller’s construction financing), together with such other matters as are identified on Exhibit D hereto shall be “Permitted Exceptions”. Prior to Closing, Seller shall deliver to Buyer an ALTA commitment for marketable title insurance on the Unit 2 Condo issued by the Title Company, licensed by the State of Wisconsin, committing said title insurance company to issue title insurance to the Unit 2 Condo

by an owner's standard form ALTA policy (Form B) in the amount of the full Purchase Price plus the Additional Buyer Improvement Costs paid by Buyer, showing all liens, encumbrances and other matters of record, together with legible copies of all documents that appear as exceptions to title. Buyer shall have the right to review and approve (in its commercially reasonable discretion), prior to Closing, any exceptions to title not listed on Exhibit D hereto. If, within ten (10) days following receipt of any new exceptions, Buyer delivers a written notice of objection to Seller, and Seller is unable to cure such objection within thirty (30) days thereafter, Buyer shall have the option either to:

- (a) Terminate this Agreement, in which case this Agreement shall be null and void; or
- (b) Waive any defects of title and perform pursuant to the terms of this Agreement, notwithstanding any defects in title and such defects shall be Permitted Exceptions.

Buyer shall have the right to obtain an updated title commitment prior to Closing. If the updated title commitment shows any additional exceptions to title (other than the Permitted Exceptions and mechanics lien exceptions related specifically to the Additional Buyer Improvements), Buyer may provide Seller with written notice of objection to the condition of title prior to Closing, and Seller shall cure such defect within thirty (30) days of receiving written notice (and the Closing Date shall be extended by the same) or else Buyer may terminate the Agreement.

All costs of providing such title commitment, and of issuing the title policy pursuant to such commitment, shall be borne by Seller and shall be paid at or before Closing. Seller shall provide a gap endorsement to the title policy, at Seller's expense. Buyer may obtain any other endorsements to the title policy, at Buyer's expense, and Seller agrees to cooperate in providing any information or documents reasonably required by the title company to obtain such endorsements.

ARTICLE VII **CLOSING**

The closing of the purchase and sale of the Unit 2 Condo (the "Closing") shall be as follows:

7.1 Time and Place. The Closing shall take place at the Title Company within fifteen (15) days after completion of the Gray Box Condition, or at another time and place agreed to by the parties, but in no event later than the Outside Closing Date. Such closing date is referred to herein as the "Closing Date." Seller anticipates completion of the Gray Box Condition in May, 2023, with a projected Closing Date in June, 2023.

7.2 Seller's Obligations. At the Closing, Seller shall do the following:

(d) Condo Amendments. If Condo Amendments are required by the terms of this Agreement, deliver fully executed copies thereof to be recorded prior to the Deed.

(e) Deed. Execute, acknowledge and deliver to Buyer a special warranty deed conveying title to the Unit 2 Condo subject only to the Permitted Exceptions.

(f) Affidavit Re: Construction Liens. Execute, acknowledge and deliver to Buyer releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers or materialmen, other than waivers with respect to the Additional Buyer Improvements or any Delayed Condition.

(g) Delayed Condition Escrow. If there are any Delayed Conditions, Seller shall escrow proceeds with the Title Company in an amount equal to the cost of completing the Delayed Condition(s).

(h) Delivery of Possession. Deliver possession of the Unit 2 Condo to Buyer subject to the temporary construction easement provided for above for completion of the Additional Buyer Improvements or any Delayed Condition.

(i) Wisconsin Transfer Tax Return. Execute and deliver to Buyer a Wisconsin Transfer Tax Return, together with a check made payable to the register of deeds of the county in which the Unit 2 Condo is located in the amount of the transfer tax due, if any.

(j) Closing Statement. Execute and deliver to Buyer a closing statement setting forth the Purchase Price, all adjustments thereto and all amounts paid at the Closing.

(k) 1099 Report. Execute and deliver to Seller's attorneys for filing with the Internal Revenue Service a 1099 reporting form describing this transaction.

(l) Certificate of Non-Foreign Status. Execute and deliver to Buyer a certificate of non-foreign status meeting the requirements of Section 1445 of the Internal Revenue Code.

(m) Form W-9. Complete, execute, and deliver to Buyer Department of the Treasury-Internal Revenue Service Form W-9 ("Request for Taxpayer Identification Number and Certificate").

7.3 Buyer's Obligations. At the Closing, Buyer shall do the following:

(a) Closing Statement. Execute and deliver to Seller a counterpart of the Closing Statement.

(b) 1099 Report. Execute and deliver to Seller's attorneys for filing with the Internal Revenue Service a 1099 reporting form describing this transaction.

ARTICLE VIII **GROCERY BUILDOUT**

Buyer shall be responsible for design and construction of all other improvements, fixtures and finishes necessary to complete the Unit 2 Condo to the condition desired by Buyer for Buyer's

intended grocery use (“Grocery Buildout”), at its sole cost and expense, and in accordance with the Condo Documents. The Grocery Buildout may not materially interfere with Seller’s construction of Unit 1 or any other portion of the Condominium and shall not impair the use by Seller for its intended residential purpose and, to the extent that it is anticipated that the Grocery Buildout will require interference with the utility availability for the Building, then Buyer must provide backup generator power to the residential tenants and such Buildout work must be coordinated with Seller (with sufficient time to provide residents at least 24 hours’ notice) to minimize any interruption to residential tenants of the Condominium. The Grocery Buildout shall, be subject to the following requirements if, when and to the extent applicable:

8.1 The architecture and finishes of the Grocery Unit to the extent they are or affect the exterior appearance of the Condominium shall be subject to review and approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed.

8.2 Except as expressly included in the Gray Box work described on Exhibit A and the Additional Buyer Improvements, Buyer shall be responsible for installation of all utilities including, but not limited to, lines, wires, conduits, pipes and transformers as necessary or required to be located in the Unit 2 Condo.

8.3 Buyer (or its Lessee) shall be solely responsible for obtaining any certificates, licenses and permits required for the occupancy and operation of its grocery business within the Unit 2 Condo upon completion of the Grocery Buildout.

8.4 Buyer acknowledges for itself and for its Lessee that no improvements or alterations within the Unit 2 Condo may impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium.

8.5 During the Grocery Buildout, Buyer shall carry and shall require its respective general contractor and Lessee to carry, customary insurance including the other party's as additional insured, and shall include, at a minimum, commercial general liability insurance, automobile liability insurance, employer’s liability insurance, builders risk insurance and worker’s compensation insurance, together with all insurance requirements set forth in the Condo Declaration. Evidence of the foregoing coverage shall be provided to Seller prior to commencement of any construction or work in the Unit 2 Condo.

8.6 Seller acknowledges that the Condo Amendments will modify the footprint of Unit 1 and Unit 2 and certain limited common elements to said units and agrees to fully cooperate with Buyer and Lessee to provide Lessee access in and to said areas during the Grocery Buildout to the extent that the Condo Amendments are not recorded prior to Closing.

8.7 Seller and Buyer shall each cooperate with Lessee to provide such temporary easements and access in and about the common areas on the ground floor of the Condominium or the public rights of way adjacent to the Condominium to the extent reasonably necessary to accommodate the Grocery Buildout, provided that the foregoing shall not unreasonably interfere with the residential tenants of Unit 1.

The terms and provisions of this Section 8 shall expressly survive the Closing and Buyer shall ensure that such requirements and restrictions are binding on Buyer and its Lessee.

ARTICLE IV
GENERAL PROVISIONS

9.1 Entire Agreement. This document contains the entire agreement between Buyer and Seller and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

9.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

9.3 Survival. Any warranty, representation or agreement herein contained shall survive the Closing, and Seller shall indemnify Buyer from and against any and all costs, expenses, liabilities and damages, including attorney's fees, arising out of the breach of any such warranty, representation or agreement by Seller.

9.4 Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

9.5 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To Buyer: City of Madison
 Attn: Matt Wachter, Office of Real Estate Services
 215 Martin Luther King, Jr. Blvd., Suite 300
 Madison, WI 53703
 Phone: 608-266-5940

With copy to: Matt Robles
 City Office
 City County Building, Room 401
 210 Martin Luther King Jr. Blvd.
 Madison, WI 53703
 mrobles@cityofmadison.com

To Seller: Fourteen02 MM, LLC
 c/o_Movin' Out, Inc. _____
 902 Royster Oaks Dr., Suite 105
 Madison, WI 53704

With a copy to: Foley & Lardner LLP
 150 E. Gilman Street
 Madison, WI 53703
 Email: krist@foley.com

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery. Notices given by any other method of delivery which are actually received by the intended recipient shall be deemed to have been properly delivered and received upon the date of actual receipt. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 8.5.

9.6 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

9.7 Time of Essence. Time is of the essence.

9.8 Cooperation. Seller and Buyer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Unit 2 Condo. Seller and Buyer each agree at any time or from time to time at the written request of the other to sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic signatures shall be valid and binding.

9.10 Acceptance. If this Agreement is accepted, it shall not become binding upon Buyer until a copy of the accepted Agreement is delivered to Buyer on or before January 10, 2020. Buyer may revoke this offer at any time prior to acceptance.

9.11 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9.12 Deadlines. Deadlines expressed as a number of days from an event are calculated by excluding the day the event occurred and counting subsequent calendar days. The deadline expires at midnight on the last day. If the last day of any deadline falls on a weekend or holiday, it shall automatically be deemed to occur at midnight on the next business day.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Fourteen02 MM, LLC (“Seller”)
a Wisconsin limited liability company
By:

By: _____ Dated: _____

Name: _____
Title: _____

City of Madison (“Buyer”)
a municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

APPROVED AS TO FORM:

By: _____
Michael Haas, City Attorney

APPROVED:

By: _____
David Schmiedicke, Finance Director

EXHIBIT A
Gray Box Description

Framing and structure for outer walls of the space

Drywall for outer walls of the space

Plumbing under slabs and stubs

Concrete slab excluded as noted on S100B

Electrical power and lighting included as shown in E-1B, E-2B, E-1.2L & E-2.2L

Fire Alarm is included as shown in FA 3.0 & FA 4.0

Fire Suppression system is included as shown in FP-4 & FP-6

HVAC – Temporary unit heaters only

Metal Canopy at Unit Entries & Retail Glazing

Exterior Finishes Include: Brick Veneer, Cast Stone Sill, Metal Panel Siding, Bird Safe Window Glazing

Green Roof over portion of space

Roof

Mechanical Mezzanine

Standard finish concrete floors

Other amenities include:

Loading Dock per plan

Outdoor plaza (see plans)

Generator (life safety systems service only)

EXHIBIT B
Approved Plans

the drawings can be found here [Drawings.pdf](#).

EXHIBIT C

ADDITIONAL BUYER IMPROVEMENTS

1. Loading Dock Ramp Construction
 - Construct cast-in-place concrete ramp sloped at 1:12 (with no landings as requested by tenant), with frost foundations and associated guardrails/handrails.
2. Southern Alley “Improvements”
 - Widen asphalt pavement area, curb/gutter, and striping.
 - Re-route exit discharge for Stair 3 to new door along Park Street pending approval by Plan Examiner.
3. Trash Room Modifications
 - Re-route exit discharge for Stair 2 to new door and exit passage pending approval by Plan Examiner.
 - Modify exterior wall location and overhead door.
4. Corner Door Entry
 - Add sliding door package to fit into storefront framing at northeast corner of building.
5. Fire Shutter at Parking Garage
 - Add fire shutter at connection between grocery store and parking garage to allow for non-fire rated, sliding door package to be installed.
6. Loading Dock Revisions
 - Lower grade by 24” to allow for level approach to loading dock.
 - Install dock leveler to transport incoming goods from grade to ground floor / truck bed to ground floor. Provide necessary sump for pit.
 - Underpin footings to accommodate lowering of grade.
 - Remove loading dock screen wall.