

**SAMPLE**

Document Number

AGREEMENT FOR SALE

Name and Return Address:  
City of Milwaukee  
Real Estate Section (Staff Last Name)  
809 North Broadway  
Milwaukee, WI 53202-3617

Tax Key No.:    \_\_\_-\_\_\_-\_\_\_-\_\_

Recording Area

AGREEMENT, By and between the **CITY OF MILWAUKEE** ("City"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, and **BUYER NAME**, a Wisconsin corporation/limited liability company/or other entity, ("Buyer") located at \_\_\_\_\_, Milwaukee, WI 532\_\_, WITNESSETH:

WHEREAS, In furtherance of the objectives of, and pursuant to Resolution No. \_\_\_\_\_ adopted by the Common Council of the City of Milwaukee on \_\_\_\_\_, the City has declared certain real property surplus to municipal needs and has offered to sell and the Buyer is willing to purchase said real property at \_\_\_\_\_ ("Property") and more particularly described in **Exhibit A** annexed hereto and made a part hereof, and to improve the Property for and in accordance with the uses specified in the provisions of this Agreement:

NOW, THEREFORE, In consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**SEC. 1.     PROJECT DESCRIPTION**

City and Buyer agrees to develop the Property as follows and that constitutes the "Project":

Construct a \_\_\_-story, \_\_\_\_\_ square foot building for use as \_\_\_\_\_, associated parking and landscaping. Design Criteria in an RFP or Redevelopment Project area to be referenced here and included as **Exhibit B**.

**SEC. 2.     BUYER ACTIONS**

(a) In connection with the Project, the Buyer shall:

1. Submit final site plan, including a detailed fencing, paving and landscaping plan, and final building plans to the Department of City Development ("DCD") for approval prior to closing for the Property. These plans must conform to preliminary plans approved by DCD and shall incorporate any changes recommended as part of DCD's approval. Final plans shall be submitted to the City through DCD's Development Center as part of Buyer's application for building permits.
2. Submit a final construction budget and evidence of financing for the Project in a form satisfactory to the DCD prior to conveyance of the Property.
3. Commence construction of the Project within thirty (30) days following closing for the Property and be completed within twelve (12) months of closing, subject to force majeure delays, and other delays not within the control of the Buyer.

(b) Covenants and agrees that no additional buildings, structures, or other similar improvements shall be constructed on the Property without the prior written approval of DCD, including without limitation because of enumeration, any addition to or expansion of any principal building currently located on or presently proposed for construction on the Property or any accessory building to such principal building.

(c) Comply with the Emerging Business Enterprise (EBE) policy of the City. Buyer agrees to EBE participation that is at least 18% of the total project budget and shall execute an EBE agreement for the Project with the City of Milwaukee Equal Opportunity Enterprise Program (EOEP) prior to closing. Buyer shall also obtain a copy of the "EBE Certification Directory" from the Joint Certification Program. After completion of the project, Buyer shall report on its use of EBEs in terms of the total number of EBE contractors used and the dollar volume of such contracts. Such information shall be provided in writing prior to or with Buyer's request for a Certificate of Completion pursuant to Section 7 of this Agreement.

### **SEC. 3. PURCHASE PRICE**

The Purchase Price for the Property is \_\_\_\_\_ and No/100ths Dollars (\$\_\_\_\_\_.00) ("Purchase Price"). Buyer shall pay same to City at Closing in the form of a check subject to the usual and customary credits and prorations. The Option Fee 1) shall not be credited toward the purchase price or 2) shall be credited toward the purchase price only if Buyer closes the sale prior to the expiration of the first option period. If applicable: Buyer shall reimburse City for one-half of Phase II testing costs at closing. The City may request that Buyer divide the amount due at closing into separate checks for a development fee to be paid to the Redevelopment Authority, sale expenses and the net sale proceeds.

### **SEC. 4. CONVEYANCE OF PROPERTY**

(a) Closing. Closing on this transaction and conveyance of the Property from City to Buyer ("Closing") shall be at the City Real Estate Office at a date and time mutually agreed to by the parties, which shall be on or before thirty (30) days from the date of execution of this Agreement by Buyer provided Buyer has satisfied the City contingencies in Section 2 and is not in violation of City policies pursuant to Section 4(g).

(b) Form of Deed. City shall, at Closing and upon submission of the Purchase Price, convey the Property to Buyer by Quit Claim Deed ("Deed") in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title shall, in addition to the provisions of Section 15 of this Agreement and all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Wisconsin, and laws and ordinances of the City of Milwaukee, including zoning, building and land subdivision laws and regulations;
2. All easements of record;
3. If Environmental Concerns:  
Possible registration of the Property on Geographical Information Systems ("GIS") soil and groundwater registries operated by the Wisconsin Department of Natural Resources ("WDNR") and/or acceptance of a deed notification about the presence of environmental contamination in the soil or groundwater pursuant to this Agreement or as may be required by the WDNR. If such registrations and/or deed notices are not in place prior to closing, Buyer agrees to register the Property as required by WDNR and/or to execute the deed notifications; and
4. If multiple lots comprise Property or if Project involves assemblage with adjacent property:  
A restriction joining the Property or joining Property with Buyer's Adjacent Property so as to create a single parcel for assessment and building code purposes that cannot be divided except upon approval of the Common Council of the City of Milwaukee.

(c) Proration of Taxes. There shall be no proration of taxes as the Property is tax exempt.

(d) Recordation of Deed. City shall promptly file the Deed for recording with the Milwaukee County Register of Deeds or as permitted by the Municipal Code of Ordinances. The Buyer shall pay all costs for so recording the Deed. No real estate transfer fee is due and no real estate transfer return is required pursuant to Wis. Stat. Section 7.25(s) and Section 77.23 (2), respectively.

(e) Title Insurance. For all transactions involving a Purchase Price of \$5,000 or more, City shall procure and deliver to the Buyer for examination a preliminary commitment for title insurance prepared by Chicago Title Insurance Company in the amount of the full Purchase Price, naming the Buyer as the insured. This commitment shall guarantee the City's title to be in the condition called for by

this Agreement. City shall pay the base cost of title insurance. The cost of title updates, gap endorsements and special assessment letters shall be paid by Buyer.

(f) Special Assessments. City will be responsible for all special assessments levied as of the date the Option to Purchase was accepted by the Common Council. Buyer is responsible for all special assessments levied after that date. The City will provide details of any known or contemplated special assessments at closing. If outstanding special assessments for which the City is responsible exist at Closing, City shall notify the Department of Public Work to bill the City at such times as bills are issued for the special assessments. If the special assessment is inadvertently certified to the tax roll, Buyer shall provide the bill to the City for payment and City shall pay the special assessment.

(g) City Policies. Buyer certifies that it as individual or member of a corporation or partnership is not now and will not be at closing in violation of the following City Policies:

- i. Delinquent real estate or personal property taxes due the City.
- ii. Building or health code violations that are not being actively abated.
- iii. Convicted of violating an order of the Department of Neighborhood Services or Health Department within 12 months preceding Closing.
- iv. Convicted of a felony crime that affects property or neighborhood stability or safety.
- v. Outstanding judgment to the City
- vi. In Rem foreclosure by the City within five years preceding Closing.

If Buyer is found to violate any of these City Policies, the City shall give Buyer notice to correct this condition by the expiration of the option period as extended or other such period as determined by the Commissioner of DCD. If the violation is not corrected within the specified period, this Agreement for Sale may be canceled at the option of the City and all option and renewal fees and the Performance Deposit shall be retained by the City as liquidated damages.

## **SEC. 5. PERFORMANCE DEPOSIT**

The Buyer shall deliver at Closing a Performance Deposit in the amount of \_\_\_\_\_ and No/100ths (\$\_\_\_\_\_) Dollars ("Deposit") (10% of purchase price, \$10,000 maximum or \$1,000 minimum or other minimum amount depending on scope of project). The Deposit shall serve as security for the performance of the obligations of the Buyer to construct as provided hereinafter. DCD shall authorized return of the Deposit concurrently with its formal approval of the Certificate of Completion pursuant to Section 7 or shall retain the Deposit as liquidated damages in accordance with the provisions of Sections 7 and 15. No interest shall be paid on the deposit. All or part of the Deposit may be retained by the City if Buyer fails to complete the Project according to the time schedule provided in Section 2.

## **SEC. 6. SITE PREPARATION AND CERTAIN OTHER ACTION BY CITY**

(a) Work To Be Performed By City. The City shall, without expense to Buyer, prepare the Property for redevelopment by the Buyer in the following manner:

1. The Property will be conveyed to Buyer in "as is, where is" condition. With all faults and defects (including title, geotechnical and environmental), known or unknown, detected or undetected, physical or otherwise, and without warranty or representation, whatsoever, express or implied except as expressly set forth in this Agreement.
2. Buyer shall be responsible for all site development expenses, including, but not limited to, extension of water and sewer laterals to the Property and the provision or replacement of sidewalks and curb cuts.
3. City discloses that the Property may contain old building foundations, rubble and debris from prior buildings that may have been demolished. Buyer agrees to accept the Property "as is, where is" and is solely responsible for conducting its own geotechnical investigation to determine the bearing capacity of the soil and for all site excavation, debris removal, fill and development expenses.
4. City has provided to Buyer and Buyer acknowledges receipt of the following environmental reports:
  - a. Phase I Environmental Site Assessment prepared by \_\_\_\_\_ dated \_\_\_\_\_. This report was provided for informational purposes only and the City does not warrant its contents and conclusions. Provision of this report does not affect or impact the "as is, no representation or warranty" nature of this transaction, and neither Agency nor the City warrants the contents, conclusion or accuracy of them.

- b. Phase II Environmental Site Investigation prepared by \_\_\_\_\_ dated \_\_\_\_\_. City and Buyer agree to share equally in the cost of Phase II testing and Buyer shall reimburse City for one-half of all testing costs at closing.
- c. No additional environmental investigation shall be conducted by the City. Buyer agrees to accept the Property in "as is, where is" condition including all environmental conditions, known or unknown, disclosed or not disclosed.

(b) Right of Entry for Utility Service. The City reserves for itself, the City, and any public utility company as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 hereof. This right-of-entry shall not interfere with Buyer's use of the Property.

(c) Buyer Not to Construct Over Utility Easements. The Buyer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the Buyer, the City shall use its best efforts to assure that such approval shall not be withheld unreasonably.

(d) Access to Property. Prior to the conveyance of the Property to Buyer and Buyer, the City shall permit representatives of the Buyer to have access to any part of the Property as to which the City holds title, at all reasonable times for the purpose of obtaining data and making various tests that necessary to carry out the Agreement upon receipt by the City of a written request for such entry and submittal of evidence of insurance according to the City's minimum guidelines. Such request and evidence of insurance must be satisfactory to the City in form and substance prior to the City granting such access. After the conveyance of the Property to the Buyer, the Buyer shall permit the representatives of the City, or the City upon five (5) days prior written notice access to the property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction as hereinafter defined. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

## **SEC. 7. CERTIFICATE OF COMPLETION**

Promptly after completion of the construction, including landscaping, in accordance with this Agreement, Buyer shall request that the Commissioner of DCD issue a Certificate of Completion ("Certificate") and return the Deposit. This Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of the Buyer and its successors and assigns to construct and the dates for the beginning and completion thereof. Representatives of the City shall inspect the Property within thirty (30) days following receipt of Buyer's request to determine if the work has been completed according to City-approved plans and this Agreement. If the property is determined to be in conformance, the Commissioner shall execute the Certificate within thirty (30) days of the inspection and shall present the Certificate to Buyer. If the Commissioner refuses to authorize this Certificate, the City shall within thirty (30) days of the Property inspection provide Buyer with a written statement indicating in adequate detail how the Buyer has failed to complete the development of the Property in conformity with approved plans or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the opinion of the Commissioner, for the Buyer to take or perform in order to obtain the Certificate. Concurrent with Commissioner's consideration of the request for the Certificate, the City shall consider return of the Deposit. All or part of the Deposit may be retained by the City if the project is not completed according to the schedule specified in Section 2. A check for the amount of Deposit authorized for return by the City shall be provided within ten (10) days of issuance of the Certificate by the City.

## **SEC. 8. RESTRICTIONS ON USE**

The Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, to:

- (a) Not discriminate upon the basis of race, color, creed, sex, or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.
- (b) Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

## **SEC. 9. COVENANTS BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION**

It is intended and agreed that the covenants provided in Sections 8 and 19 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns, the City, and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in subsection (b))

of Section 8), against the Buyer, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenant provided in subsection (a) of Section 8 shall remain in effect without limitation as to time.

#### **SEC. 10. TRANSFER OF PROPERTY**

The Buyer has not made or created, and will not, prior to the completion of the redevelopment as certified by DCD, not make or suffer to be made any other sale, assignment, conveyance, lease or transfer in any other form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Commissioner, provided that Buyer may assign or transfer to an entity which has the substantially similar ownership as Buyer. **For condominium projects:** Further provided, that the foregoing shall not apply to the agreement to sell, sale, or conveyance of any condominium unit for which an occupancy permit has been issued by the City.

#### **SEC. 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY**

Prior to issuance of the Certificate, neither the Buyer nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrances or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property except for the purposes only of obtaining (a) funds only to the extent necessary for the construction provided in Section 5 and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Buyer to the City. Until issuance of the Certificate, the Buyer (or successor in interest) shall notify the City in advance of any financing secured by mortgage or other similar lien instrument it proposes to enter into with respect to the Property and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of the Buyer or otherwise.

#### **SEC. 12. MORTGAGEES NOT OBLIGATED TO CONSTRUCT**

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or to guarantee such construction; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder.

#### **SEC. 13. ENFORCED DELAY IN PERFORMANCE**

Neither the City nor the Buyer, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the Property for development or commencement and completion of construction, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

#### **SEC 14. NO DAMAGES FOR DELAY**

The Buyer shall not be entitled to recover any damages from the City arising from or attributable to any delays in construction upon or development of the Property, unless the City caused the delay in question.

#### **SEC. 15. REMEDIES**

(a) General. In the event of breach of this Agreement, the parties have their respective rights hereunder, and those available at law and in equity. City expressly retains all rights under Wis. Stat. Section 893.80

(b) Prior to Conveyance. If, prior to City's conveyance of the Property, Buyer assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon City's offer of conveyance, the City may, at its option, terminate this Agreement and retain any fees submitted by Buyer as liquidated damages.

(c) Notice of Breach and Right to Cure. Except as otherwise provided herein, in the event of default or breach ("Default") by either party hereto, the defaulting party shall, upon written notice from the other, cure or remedy such Default within 30 days after receipt of notice and demand to cure providing, however, that if the Default is one that cannot reasonably be cured with said 30 days, the defaulting

party must diligently and faithfully pursue cure, and if the Default is not then remedied or cured with a reasonable time, or if the defaulting party fails to faithfully and diligently pursue cure, then (in any of the events described above) the aggrieved party may institute such proceedings and/or take such action to secure any rights as the aggrieved party may have available to it hereunder or at law or in equity, including, but not limited to, an action to compel specific performance and/or seeking damages.

(d) Waiver. No delay, waiver, omission or forbearance on the part of any party to exercise any right or power arising out of any other party's Default shall be deemed a waiver by that party of such right or power against the other party for any subsequent Default.

(e) City's Retained Reversionary Interest.

1. City's Right to Reverter and Deposit. Notwithstanding anything to the contrary contained herein, or in the Deed, if subsequent to conveyance of the Property to Buyer and prior to issuance of the Certificate:
  - i. Buyer or any successor defaults on or violates its obligations with respect to the Project, including the nature of, and the dates for beginning and completion there, or abandons or substantially suspends construction, and any such default, violation, abandonment or suspension shall not be cured, ended to remedied with 90 days after City written demand so to do; or
  - ii. Buyer or any successor fails to pay real estate taxes, special assessment or special charges on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy, lien, or attachment to be made, or any materialman, mechanic, or construction lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessment shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to City made for such payment, removal or discharge, within 90 days after City written demand so to do; or
  - iii. there is any transfer of the Property or any part thereof in violation of this Agreement, and such violation shall not be cured within 90 days after City written demand;

then the City shall have the right to reenter and take possession of the Property and to record against the Property in the Milwaukee County Register of Deeds Office a "Notice of Reverter." Buyer agrees that the recording of such Notice of Reverter shall have the effect of delivering and recording a deed from Buyer to City, and shall automatically terminate all of the Buyer's rights, title and interest in and to the Property (and any interest of any successor that has taken title from or through Buyer, except Permitted Successors) and revert in City, subject to rights of Permitted Successors, the full estate conveyed by the Deed. The intent of this provision, together with other provisions of this Agreement, is that the conveyance of the Property to Buyer pursuant and subject to this Agreement shall be made upon a condition subsequent to the conveyance that in the event of any default, failure, violation, breach or other action or inaction by Buyer specified in subsections (a), (b) or (c) above, and the failure on the part of Buyer to remedy, end, abrogate or otherwise cure such default, failure, violation, breach or other action or inaction, within the period and in the manner stated in such subdivisions, City at its option may effect a termination of the estate conveyed to Buyer in favor of City in which case all rights and interests of Buyer (and of any successor or assign to Buyer or the Property, except Permitted Successors), shall revert to, and thereafter be solely and fully vested in, City. And such reversion of title in City shall be subject to, limited by, and shall not defeat, render invalid or limit (a) the lien of any mortgage authorized by this Agreement, (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage and (c) any right of any Permitted Successor, including any lessee or buyer authorized by this Agreement.

If City exercises its reversionary right as set forth above, City may also retain the Deposit.

City's reversionary right is a material provision of this Agreement, without which, City would not have entered into this transaction.

## **SEC. 16. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS**

Upon the reversioning in the City of title to the Property or any part thereof as provided in Section 15, City shall use best efforts to resell the Property or part thereof (subject to rights of Permitted Successors) as soon and in such manner as the City shall find feasible and consistent with the objectives of applicable law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the City) who will either (a) assume the obligation of making or completing the Project as shall be satisfactory to the City or (b) agree to undertake such other project at the Property as shall meet City's approval (or, alternatively, the Project with such modifications to which City may agree.

Upon City resale of the Property (or part thereof) the proceeds thereof shall be applied:

(a) First, to reimburse the City, on its own behalf or on behalf of the City, for all costs and expenses incurred by the City, including, but not limited to, salaries of personnel in connection with the reversion in title, management and resale of the Property or part thereof (but

less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) that would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project (or such modified or alternate project as City may establish or to maintain the Property), and any amounts otherwise owing the City by the Buyer and its successors or transferee; and

(b) Second, to reimburse Buyer, its successor or transferee, up to the amount equal to the sum of the net Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash, labor and material actually invested by it in performing any construction on or rehabilitation of the Property or part thereof, less any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by City as its property.

**SEC. 17. CONFLICT OF INTEREST:  
CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

No City member, official or employee shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No City member, official or employee shall be personally liable to the Buyer or any successor in the event of any City default or breach or for any amount which may become due to the Buyer or successor or on any obligations under the terms of this Agreement.

**SEC. 18. INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless City and the City and their respective officers, agents and employees, from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever that may come or be asserted against City or the City on account of: (a) Buyer's (or anyone acting for or at the direction of, or anyone claiming by, through, or under Buyer) preacquisition entry onto or investigations at the Property; and (b) if Buyer closes on this transaction and becomes owner of the Property, the condition of the Property, including environmental and geotechnical. The provisions in this Section shall survive completion of the Project, recording of the Certification and any termination of this Agreement.

**SEC. 19. PROVISIONS NOT MERGED WITH DEED**

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**SEC. 20 GOVERNING LAW**

This Agreement shall be construed according to Wisconsin Law.

**SEC. 21 PUBLIC RECORDS**

This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (Wis. Stat. Chapter 19, Subchapter II and Wis. State. Section 19.36(3) that includes records produced or collected hereunder. Buyer agrees to cooperate with City if City receives a request under Wisconsin's Open Records Law for any such record.

**SEC. 22 SUCCESSORS AND ASSIGNS.**

This Agreement is binding upon the parties hereto and their successors and assigns, including successors in interest to the Property. Notwithstanding the foregoing, until issuance of the Certificate, Buyer may not assign this Agreement or its rights hereunder without City's prior written consent.

**SEC. 23. APPROVALS**

In any instance in which City's approval or consent and/or the approval or consent of the Commissioner is required under this Agreement, such approval or consent shall not be unreasonably withheld or delayed.

**SEC. 24. NOTICES**

Notices required to be sent under this Agreement shall be in writing and given either by personal delivery, by certified mail postage prepaid, or by facsimile to the following individuals. Notices personally delivered shall be deemed delivered upon actual receipt or upon refusal to accept delivery. Notices sent by certified mail shall be deemed delivered two business days after mailing. Notices sent by facsimile shall be deemed delivered on the date of sending – providing, however, (i) any such notice is (and must be) sent between the hours of 9:00 A.M. and 4:00 P.M. on business days that the City’s City Hall is open for business; and (ii) no error or similar message indicating inability to send is prompted by the sending of such notice by facsimile. Notice recipient and sending information may be changed from time to time by sending written notice of the same to all parties in accordance with this paragraph.

**If to the City:**

City Real Estate Officer, Department of City Development  
809 North Broadway, Milwaukee, Wisconsin 53201-0324  
Phone: 414-286-5830  
Facsimile: 414-286-0395

**If to Buyer:**

Contact Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

**SEC. 25. SPECIAL PROVISIONS**

(a) The Buyer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Buyer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Buyer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City or the Wisconsin Department of Industry, Labor and Human Resources setting forth the provisions of this nondiscrimination clause.

(b) The Buyer will include the provisions of Paragraph (a) in every construction contract for this property, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

**SEC. 26. COUNTERPARTS**

The Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, The Buyer, \_\_\_\_\_ has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_ (Buyer)

By \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, \_\_\_\_\_, to me known to me known to be the persons who as Buyer executed the foregoing Contract for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

\_\_\_\_\_

Notary Public,

\_\_\_\_\_ County

My commission \_\_\_\_\_

Approved by the Common Council of the City of Milwaukee on \_\_\_\_\_, by adoption of Resolution No. \_\_\_\_\_.

IN WITNESS WHEREOF, \_\_\_\_\_, Special Deputy Commissioner of the Department of City Development, on behalf of the City of Milwaukee has caused this Agreement to be duly executed in its name and on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

f

**CITY OF MILWAUKEE (CITY)**

\_\_\_\_\_

Special Deputy Commissioner  
Department of City Development

State of Wisconsin            )  
  ) ss.  
County of Milwaukee         )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, \_\_\_\_\_, to me known to be the Special Deputy Commissioner of the Department of City Development and being authorized so to do, executed the foregoing Option for the purposes therein contained for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

\_\_\_\_\_  
Notary Public  
Milwaukee County  
My commission \_\_\_\_\_

This document was drafted by the Department of City Development, City of Milwaukee.

**EXHIBIT A**  
Description of Property

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Insert Legal Description

Lot \_\_\_\_, Block \_\_\_\_, in \_\_\_\_\_ Subdivision in the \_\_\_\_\_ ¼ of Section \_\_, Town \_ North,  
Range \_\_ East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Address: \_\_\_\_\_

Tax Key Number: \_\_\_\_-\_\_\_\_-\_\_\_\_-

**EXHIBIT B**  
Design Criteria