

SPECIMEN

PURCHASE AND SALE AGREEMENT

Actual Terms May Vary

**Additional Requirements Apply to
Historically Designated Sites or Projects
Receiving City or RACM Financial Assistance**

Document Number

Name and Return Address:
Redevelopment Authority
Real Estate Section
Attn: _____
809 North Broadway
Milwaukee, WI 53202-3617

Tax Key No.: _____

Recording Area

AGREEMENT, By and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**, a public body corporate, which, together with any successor public body or officer hereafter designated by or pursuant to law, ("Agency"), having its office at 809 North Broadway in the City of Milwaukee ("City"), State of Wisconsin, and _____, a Wisconsin _____, ("Redeveloper") located at [Address].

WITNESSETH:

WHEREAS, In furtherance of the objectives of, and pursuant to Section 66.1333 of the Statutes of the State of Wisconsin, the Agency is carrying out an urban renewal project in the _____ Redevelopment Project Area ("Project Area") for which the original Redevelopment Plan was recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin on [Date] as Document No _____ (the "Redevelopment Plan"). The Agency has offered to sell and the Redeveloper is willing to purchase certain real property at [Address] ("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 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

Redeveloper agrees to develop the Property as follows and that these activities constitute the "Project":

1. Describe Development Project
2. Describe Financing of Project
3. Describe any necessary land division or combination required for Project

SEC. 2. REDEVELOPER ACTIONS

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

1. Submit a \$_____ non-refundable Renewal Fee to extend the closing date to _____.
2. Submit final construction plans including building plans and elevations and a site plan detailing fencing, paving and landscaping (collectively "Final Plans") to the Agency for approval prior to Closing. Final Plans must conform to preliminary plans submitted to Agency with redeveloper's initial proposal and shall incorporate any changes recommended by Agency as

part of Agency's approval. Final Plans shall be submitted to the Agency through the City Development Center as part of Redeveloper's application for building permits.

3. Submit a final Project budget and evidence of financing for the Project in a form satisfactory to the Agency prior to Closing.
4. Submit an Emerging Business Enterprise ("EBE") Agreement executed by Redeveloper at Closing.
5. Commence construction of the Project within thirty (30) days following Closing for the Property and complete construction within twelve (12) months of Closing, subject to force majeure delays, and other delays not within the control of the Redeveloper.
6. Be responsible for all site development expenses, including, but not limited to, extension of water and sewer laterals to the Property, utility relocations, and the provision or replacement of sidewalks and curb cuts.
7. Be responsible for all environmental matters including but not limited to, environmental remediation, application for exemption to build on a historic fill site, preparation and implementation of a soil management plan, groundwater monitoring, registration on a Geographic Information System and installation and maintenance of an engineered cap and/or other actions necessary comply with regulatory closure.
8. Construct the Project and site improvements according to approved plans. Changes to the approved plans made during construction must be approved by Agency. Approval by staff of the City Development Center and/or the Department of Neighborhood Services does not constitute approval by Agency staff.
9. Other Redeveloper actions as may be required by Agency.

(b) Covenant and agree that no additional buildings, structures, or other similar improvements shall be constructed on the Property without the prior written approval of the Agency, 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.

SEC. 3. PURCHASE PRICE, CREDITS & REIMBURSEMENTS

The "Purchase Price" for the Property shall be _____ and No/100ths Dollars (\$_____.00). Redeveloper shall pay the Purchase Price to Agency at Closing in the form of a check subject to the usual and customary prorations. Redeveloper may be asked to allocate the Purchase Price to Agency sale expenses, development fee and reimbursements.

SEC. 4. CONVEYANCE OF PROPERTY

(a) "Closing" shall be at the office of the Agency on or before _____ and subject to Redeveloper satisfying Closing Contingencies pursuant to Section 2(a) 1-4 above and Section 4(b) below, and provided Redeveloper is not in violation of Agency Policies pursuant to Section 4(i).

(b) Agency Closing Contingencies. Notwithstanding anything to the contrary contained herein, the Agency's duty to Close and convey the Property on or before the expiration of the Closing Date and is contingent upon 2(a) 1-4 and:

1. Financing and/or Equity. Redeveloper submitting to Agency evidence of financing without contingencies and/or equity in an amount equal to the Final Budget and satisfactory to Agency;
2. Final Construction Plans. Agency's Design Review Team approving Redeveloper's Final Building and Site Plans
3. EBE. Redeveloper submitting the EBE Agreement executed by Redeveloper.

(c) Form of Deed. Agency shall, at Closing and upon submission of the Purchase Price, convey the Property to Redeveloper 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 or geotechnical 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. Land use, building and other special restrictions set forth in the Redevelopment Plan, as amended;
3. All easements of record;
4. A Historic Preservation and Façade Easement Agreement to be executed by Redeveloper at closing. [IF APPLICABLE]
5. Any recorded or unrecorded rights or interests of any person, entity or utility in any vacated alley, street, or public right-of-way at the Property including rights and interest of persons under Wis. Stat. § 66.1005(2);
6. Matters that would be revealed by an ALTA survey including, but not limited to, encroachments from the Property to a public right of way or adjacent property or encroachments on the Property from adjacent properties; and

7. A restriction that the Property must be taxable for property-tax purposes. The restriction shall require that no owner or occupant of the Property shall apply for, or seek, or accept, property-tax exemption (whether under Wis. Stat. §70.11 or otherwise) for the Property, or any part thereof. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by the City's Common Council.
- (e) Proration of Taxes. There shall be no proration of real estate taxes for the Property is tax exempt.
- (f) Recordation of Deed: Agency shall promptly record the deed with the Milwaukee County Register of Deeds. The Redeveloper shall pay Agency's fees for so recording the Deed. No real estate transfer fee is due pursuant to Wis. Stat. §7.25(s). A transfer return shall be required because Agency is a lender in the transaction.
- (g) Title Insurance. Agency shall procure and deliver to the Redeveloper for examination a preliminary commitment for title insurance prepared by Chicago Title Insurance Company in the amount of the full Purchase Price, naming the Redeveloper as the insured. This commitment shall guarantee the Agency's title to be in the condition called for by this Agreement. Agency shall pay the base cost of title insurance. The cost of title updates, gap endorsements and special assessment letters shall be paid by Redeveloper.
- (h) Special Assessments. Agency will be responsible for all special assessments levied as of _____, the date the Option Agreement was accepted by the City Common Council. Redeveloper is responsible for all special assessments levied after _____. The Agency shall provide details of any known or contemplated special assessments at Closing. If outstanding special assessments for which the Agency is responsible exist at Closing, Agency shall grant a credit in the amount of such assessments against the Purchase Price. Redeveloper shall pay the assessment when billed. If the estimated assessment is greater than the Purchase Price, Agency shall notify the Department of Public Work to bill Agency for the special assessment. If the special assessment for which the Agency is responsible is billed to Redeveloper or inadvertently certified to the tax roll, Redeveloper shall provide the bill to Agency and Agency shall arrange for payment.
- (i) Agency Policies. Redeveloper certifies that it is a [corporation/LLC] and that neither it nor any of its [shareholders/officers/members] is now or will at Closing be in violation of the following Agency Policies:
1. Delinquent real estate or personal property taxes due the City.
 2. Building or health code violations that are not being actively abated.
 3. Convicted of violating an order of the Department of Neighborhood Services or Health Department within 12 months preceding Closing.
 4. Convicted of a felony crime that affects property or neighborhood stability or safety.
 5. Outstanding judgment to the City.
 6. In Rem foreclosure by the City within five years preceding Closing.
- If Redeveloper is found to violate any of these Agency Policies, the Agency shall give Redeveloper notice to correct this condition by the Executive Director. If the violation is not corrected within the specified period, this Purchase and Sale Agreement may be canceled.
- (j) Agreement to be Recorded Against Title. Agency shall record this Agreement against the Property in the Register of Deeds Office at Redeveloper's expense prior to closing, and the Property's title will be encumbered by it until issuance of the Certificate defined below. Redeveloper shall pay Agency's recording fee at closing.

SEC. 5. PERFORMANCE DEPOSIT

The Redeveloper shall deliver at closing a Performance Deposit ("Deposit") in the amount of _____ and No/100ths (\$_____00) Dollars ("Deposit"). The Deposit shall serve as security for the performance of the obligations of the Redeveloper to construct as provided hereinafter. The Agency shall authorize 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 Agency if Redeveloper fails to complete the Project according to the time schedule provided in Section 2.

SEC. 6. SITE PREPARATION AND CERTAIN OTHER ACTION BY AGENCY

- (a) Work To Be Performed By Agency. The Agency shall without expense to Redeveloper, prepare the Property for redevelopment by the Redeveloper in the following manner:
1. The Property will be conveyed to Redeveloper in "as is, where is" condition. With all faults and defects (including title, geotechnical, environmental and hazardous substances including but not limited to asbestos, lead, mercury), 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. Such provisions shall bar all tort, warranty, and misrepresentation claims including any action based on non-disclosure. Redeveloper shall rely on Redeveloper's own due diligence and independent investigation and inspection, and shall not rely upon any oral or written statement or representation of Agency or any employee or agent contractor of Agency or of the City.

2. Agency discloses that the Property may contain old building foundations, rubble and debris from prior buildings that may have been demolished. Redeveloper 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.
3. Agency has provided to Redeveloper and Redeveloper acknowledges receipt of a report titled "Phase I Environmental Site Assessment for _____" prepared by _____ dated _____. The City of Milwaukee and Agency provide this report for information only and do not warrant the contents or conclusions of the report.
4. No additional environmental investigation shall be conducted by the Agency. Redeveloper agrees to accept the Property in its "as is, where is" condition including all environmental conditions, known or unknown, disclosed or not disclosed.
5. Agency shall convey the Property in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, and without representation or warranty, express or implied.

(b) Right of Entry for Utility Service. The Agency 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 any easements affecting the Property. This right-of-entry shall not interfere with Redeveloper's use of the Property.

(c) Redeveloper Not to Construct Over Utility Easements. The Redeveloper 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 4(c)3 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 Redeveloper, the Agency 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 Redeveloper, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency 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 Agency of a written request for such entry and submittal of evidence of insurance according to the Agency's minimum guidelines. Such request and evidence of insurance must be satisfactory to the Agency in form and substance prior to the Agency granting such access. After the conveyance of the Property to the Redeveloper, the Redeveloper shall permit the representatives of the Agency, 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 Project and issuance of a final occupancy permit, including landscaping, in accordance with this Agreement, Redeveloper shall request that the Agency 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 Redeveloper and its successors and assigns to construct and the dates for the beginning and completion thereof. Representatives of the Agency shall inspect the Project within thirty (30) days following receipt of Redeveloper's request to determine if the work has been completed according to Agency-approved plans and this Agreement. If the Project is determined to be in conformance, the request for the Certificate shall be presented to the Agency for its formal approval at the next available regularly scheduled meeting of the Agency. The Agency shall execute such Certificate within thirty (30) days of its authorization and shall present the Certificate for recording to the Register of Deeds at Agency's expense. If the Agency shall refuse or fail to authorize this Certificate, the Agency shall within thirty (30) days of the Project inspection provide Redeveloper with a written statement indicating in adequate detail how the Redeveloper has failed to complete the redevelopment of the Project 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 Agency, for the Redeveloper to take or perform in order to obtain the Certificate. Concurrent with Agency's consideration of the request for the Certificate, the Agency shall consider return of the Deposit. All or part of the Deposit may be retained by the Agency 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 Agency shall be provided within ten (10) days of authorization by the Agency.

SEC. 8 RESTRICTIONS ON USE

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

- (a) Devote the Property only to and in accordance with the uses specified in the Redevelopment Plan and this Agreement; and
- (b) Not discriminate upon the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories 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.
- (c) Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.
- (d) Comply with the requirements of SEC. 2(a)9 of this Agreement.

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

It is intended and agreed that the covenants provided in Sections 8 and 25 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 Agency, 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 Redeveloper, 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 (b) of Section 8 shall remain in effect without limitation as to time. The terms "uses specified in the Redevelopment Plan" and "land use" referring to provisions of the Redevelopment Plan, or similar language, in this Agreement shall include the land and all building, housing and other requirements or restrictions of the Redevelopment Plan pertaining to such land.

SEC.10. PROHIBITION AGAINST TRANSFER OF PROPERTY

The Redeveloper has not made or created, and (except as permitted by Section 11) will not, prior to the completion of the Project as certified by the Agency, make or suffer to be made any 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 agency, provided that Redeveloper may assign or transfer to an entity which has the substantially similar ownership as Redeveloper or an entity where Redeveloper is the managing member.

SEC. 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to issuance of the Certificate, neither the Redeveloper 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 development of the Project identified in Section 1 and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Redeveloper to the Agency. Until issuance of the Certificate, the Redeveloper (or successor in interest) shall notify the Agency 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 Redeveloper 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. FORCED DELAY IN PERFORMANCE

Neither the Agency nor the Redeveloper, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the Property for the Project or commencement and completion of the Project, 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 Agency, 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

Redeveloper 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 even of breach of this Agreement, the parties have their respective rights hereunder, and those available at law and in equity. Agency expressly retains all rights under Wis. Stat. Section 893.80

(b) Prior to Conveyance. If, prior to Agency's conveyance of the Property, Redeveloper assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Net Purchase Price and take title to the Property upon Agency's offer of conveyance, the Agency may, at its option, terminate this Agreement and retain any fees submitted by Redeveloper 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) Agency's Retained Reversionary Interest.

1. Agency'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 Redeveloper and prior to issuance of the Certificate:
 - i. Redeveloper fails to commence construction within thirty (30) days after Closing, other than due to causes beyond Redeveloper's control, or Redeveloper or any successor defaults on or violates its obligations with respect to the Project prior to the commencement of construction, and any such default or violation shall not be cured, ended, or remedied with 90 days after Agency's written demand so to do; or
 - ii. Redeveloper or any successor fails to pay real estate taxes, special assessments 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 Agency made for such payment, removal or discharge, within 90 days after Agency 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 Agency written demand;

then the Agency 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." Redeveloper agrees that the recording of such Notice of Reverter shall have the effect of delivering and recording a deed from Redeveloper to Agency, and shall automatically terminate all of the Redeveloper's rights, title and interest in and to the Property (and any interest of any successor that has taken title from or through Redeveloper, except Permitted Successors) and revert in Agency, 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 Redeveloper 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 Redeveloper specified in subsections (a), (b) or (c) above, and the failure on the part of

Redeveloper 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, Agency at its option may effect a termination of the estate conveyed to Redeveloper in favor of Agency in which case all rights and interests of Redeveloper (and of any successor or assign to Redeveloper or the Property, except Permitted Successors), shall revert to, and thereafter be solely and fully vested in, Agency. Such reversion of title in Agency 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.

2. If Agency exercises its reversionary right as set forth above, Agency may also retain the Deposit.
3. Agency's reversionary right is a material provision of this Agreement, without which Agency would not have entered into this transaction.

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

Upon the reversion in the Agency of title to the Property or any part thereof as provided in Section 15, Agency 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 Agency 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 Agency) who will either (a) assume the obligation of making or completing the Project as shall be satisfactory to the Agency or (b) agree to undertake such other project at the Property as shall meet Agency's approval (or, alternatively, the Project with such modifications to which Agency may agree.

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

(a) First, to reimburse the Agency, on its own behalf or on behalf of the Agency, for all costs and expenses incurred by the Agency, 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 Agency 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 Agency, 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 reversion of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Redeveloper, 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 Agency may establish or to maintain the Property), and any amounts otherwise owing the Agency by the Redeveloper and its successors or transferee; and

(b) Second, to reimburse Redeveloper, 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 Agency as its property.

SEC. 17. CONFLICT OF INTEREST: AGENCY REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No Agency 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 Agency member, official or employee shall be personally liable to the Redeveloper or any successor in the event of any Agency default or breach or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

SEC. 18. INDEMNIFICATION

Redeveloper agrees to defend, indemnify, and hold harmless Agency 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 Agency or the City on account of: **(a)** Redeveloper's (or anyone acting for or at the direction of, or anyone claiming by, through, or under Redeveloper) preacquisition entry onto or investigations at the Property; and **(b)** if Redeveloper 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 Certificate, 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 Agency to the Redeveloper 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. Redeveloper agrees to cooperate with Agency and the City if Agency or 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, Redeveloper may not assign this Agreement or its rights hereunder without Agency's prior written consent.

SEC. 23. APPROVALS

In any instance in which Agency's approval or consent and/or the approval or consent of the Executive Director 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 Agency:

Executive Director of RACM
809 North Broadway, Milwaukee, Wisconsin 53201
Phone: 414-286-5821
Facsimile: 414-286-0395

If to Redeveloper:

SEC. 25. SPECIAL PROVISIONS

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Redeveloper 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 Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency or the Wisconsin Department of Industry, Labor and Human Resources setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper 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 Redeveloper, _____ has executed this Agreement this _____ day of _____.

_____ **(REDEVELOPER)**

By:

By:

By: _____

STATE OF WISCONSIN)

) ss:

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2011, the above-named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of _____.

In Witness whereof, I have hereunto set my hand and official seal.

Notary Public
Milwaukee County, Wisconsin
My commission _____

Approved by the Agency on _____ by adoption of Resolution No._____.
Approved by Common Council on _____ by adoption of Resolution No. _____.

IN WITNESS WHEREOF, The Agency, the Redevelopment Authority of the City of Milwaukee, has caused this Agreement to be duly executed in its name and on its behalf by _____, its Chair, and _____, its Assistant Executive Director-Secretary, and its corporate seal to be hereunto duly affixed this _____ day of _____.

SEAL

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE,
(AGENCY)**

Chair

Assistant Executive Director-Secretary

State of Wisconsin)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2011, _____ and _____ who acknowledged themselves to be the Chair and Assistant Executive Director-Secretary, respectively, of the Redevelopment Authority of the City of Milwaukee, a Corporation, and that they, as such officers, of said Corporation being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of said Corporation and as such officers caused the corporate seal to be hereunto duly affixed.

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

[Legal Description]

Address:

Tax Key Number: