SAMPLE

Document Number

PURCHASE AND AGREEMENT

Name and Return Address:
Department of City Development
Attn: Real Estate Officer
809 North Broadway
Milwaukee, WI 53202-3617

Tax Key No.: 499-0905-110-9

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, on behalf of the Milwaukee Board of School Directors ("MPS") (collectively "Seller"), located at Milwaukee, Wisconsin, and **_____,** 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 Board action _____ approved by MPS on _____ and 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 619 East Dover Street ("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

Seller and Buyer agrees to develop the Property for teacher housing ("Project") that shall consist of the following activities:

a. Rehabilitate the existing building for use as ___ units of rental housing and common areas to be used by tenants and visitors for continuing education, teacher exchanges and other peer interactions;
b. Construct __ additional units of rental housing along the perimeter of the Property in accordance with Design Guidelines attached hereto as Exhibit B;
c. Provide on-site parking for residents, visitors and if possible, the neighboring property owner, Saint Lucas church and school.
d. Removed excess paving and install grass, vegetable gardens or rain gardens;
~~e.~~ Retain existing tot lot for public use if possible~~;~~
f. Replace existing chain-link fencing along the perimeter and replace with ornamental fencing and landscaping;
g. Other _____
h. Lease the units to qualified teachers

All the activities were outlined in Buyer's submission dated _____ that was provided in response to Seller's Request for Proposal ("RFP").

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") Real Estate Section for approval pursuant to Section 4(c). These plans must conform to preliminary plans approved as part of the RFP submission and shall incorporate any changes recommended by DCD. Final plans shall be submitted prior to Buyer's application for building permits.
2. Submit a final construction budget and evidence of firm financing without contingencies and equity for the Project to DCD's Real Estate Section pursuant to Section 4(c).
3. Commence construction of the Project within thirty (30) days following closing for the Property and be completed within eighteen (18) 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,

other than those structures that may be constructed as part of the original Final Plans, 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 Small Business Enterprise ("SBE") policy of the City. Buyer agrees to EBE participation that is at least 25% of the total hard costs and 18% of professional services and shall execute a SBE agreement for the Project with the City's Office of Small Business Development ("OSBD") prior to Closing pursuant to Section 4. Buyer further agrees to make its best efforts to comply with MPS Workforce Goals for use of Historically Underutilized Businesses, Communities in Needs and Student participation as outlined in the RFP.

SEC. 3. PURCHASE PRICE AND EARNEST MONEY

(a) The Purchase Price for the Property is _____ and No/100ths Dollars ($_____.00) ("Purchase Price"). Buyer shall pay same to Seller at Closing in the form of a check subject to the usual and customary credits and prorations. The Seller may request that Buyer divide the amount due at Closing into separate checks for Closing expenses, outstanding charges and net sale proceeds to MPS.

(b) Earnest Money**.** Buyer shall tender to Seller earnest money ("Earnest Money") in the amount of Ten Thousand and No/100th Dollars ($10,000.00) in good funds on or before a date that is not later than ten (10) days following the date of approval of the Property sale and this Agreement by MPS. The Earnest Money is non-refundable except for default by Seller. Earnest Money shall be held by DCD in a DCD account. The Seller shall retain the Earnest Money if this transaction fails to close pursuant to Section 4, other than as a result of a default by Seller, in which event the Earnest Money shall be returned to Buyer. The Earnest Money shall be credited toward the Purchase Price at Closing. If the Earnest Money is not timely paid, Seller may declare this Agreement terminated.

SEC. 4. CONVEYANCE OF PROPERTY

(a) Closing. Closing on this transaction and conveyance of the Property from Seller to Buyer ("Closing") shall be at DCD's Real Estate Office at a date and time mutually agreed to by the parties, which shall be on or before December 30, 2014, provided Buyer has satisfied the Seller contingencies in Section 4(c) and is not in violation of Seller policies pursuant to Section 4(i).

(b) Extension. If Buyer is unable to close on or before December 30, 2014, Buyer may submit a written request to the DCD Commissioner with copy to the MPS Superintendent for one (1) six (6)-month extension of this Agreement ("Extended Period"), a $1,000 renewal fee and a progress report of Buyer's efforts to obtain final construction plans and firm financing. The DCD Commissioner shall grant the Extended Period if DCD is satisfied that Buyer is making progress to obtain Final Plans and financing. The renewal fee shall not be credited toward the Purchase Price.

(c) Seller Closing Contingencies. Notwithstanding anything to the contrary contained herein, the Seller's duty to close and convey the Property is contingent upon:

1. Financing and/or Equity. Buyer submitting to Seller evidence of financing without contingencies and/or equity in an amount equal to the Final Budget and satisfactory to Seller;
2. Final Construction Plans. Seller approving Buyer's Final Building and Site Plans.
3. SBE. Buyer submitting to Seller an SBE Agreement executed by Buyer and acceptable to the City's OSBD.

(d) Form of Deed. Seller 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, including zoning, building and land subdivision laws and regulations.
2. All easements of record.
3. A restriction requiring that the Property 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.
4. A restriction requiring that the Property cannot be used for school purposes. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by MPS.
5. Possible public access easement for the current "Tot Lot."
6. Agreement with neighboring property owner for parking and playground use.

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

(f) Recordation of Deed. Seller 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.

(g) Title Insurance. Seller shall procure and deliver to the Buyer for examination a preliminary commitment for title insurance prepared by Capitol Title and Closing Services in the amount of the full Purchase Price naming the Buyer as the insured. This commitment shall guarantee the Seller's title to be in the condition called for by this Agreement. Seller shall pay the base cost of title insurance. Buyer shall pay the cost of title updates, gap endorsements and special assessment letters.

(h) Special Assessments. Seller will be responsible for all special assessments levied as of the date the Option to Purchase was accepted by MPS. Buyer is responsible for all special assessments levied after that date. The Seller will provide details of any known or contemplated special assessments at closing. If outstanding special assessments for which the Seller is responsible exist at Closing, Seller shall notify the City's Department of Public Work to bill the Seller 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 Seller for payment and Seller shall pay the special assessment.

(i) 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:

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 Buyer is found to violate any of these City Policies, the Seller 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 Seller and all option and renewal fees and the Performance Deposit shall be retained by the Seller as liquidated damages.

SEC. 5. PERFORMANCE DEPOSIT

The Buyer shall deliver at Closing a Performance Deposit in the amount of Ten Thousand and No/100ths ($10,000.00) Dollars ("Deposit"). 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 Seller if Buyer fails to complete the Project according to the time schedule provided in Section 2(a)3.

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

(a) Work To Be Performed By Seller. The Seller 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. Seller 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. Seller has provided to Buyer and Buyer acknowledges receipt of the following environmental reports:
    a. Asbestos Management Report dated November 1, 2013, prepared by MPS Environmental Services Group.
    b. Site Assessment Underground Storage Tank System, dated November 5, 1993, prepared by Fluid Management Northern Environmental
    c. Closure letter from Wisconsin Department of Natural Resources ("WDNR") dated September 25, 1995.

Seller shall conduct no additional environmental investigations. Any additional environmental investigations shall be at Buyer's sole expense. If Buyer pursues such investigation, Buyer is encouraged to use an environmental consultant under a master contract with Seller if Seller will asked to rely on any information in the report. Buyer shall accept the Property in "as is, where is" condition including all environmental conditions, known or unknown, disclosed or not disclosed. Buyer is solely responsible for the cost of any abatement or encapsulation of asbestos or other hazardous materials subject to regulation by the WDNR.

(b) Right of Entry for Utility Service. The Seller reserves for itself, the Seller, 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 Seller. If approval for such construction is requested by the Buyer, the Seller 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, Seller shall permit representatives of the Buyer to have access to any part of the Property as to which the Seller 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 Seller of a written request for such entry and submittal of evidence of insurance according to the Seller's minimum guidelines. Such request and evidence of insurance must be satisfactory to the Seller in form and substance prior to the Seller granting such access. After the conveyance of the Property to the Buyer, the Buyer shall permit the representatives of the Seller, or the Seller 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 Seller shall inspect the Property within thirty (30) days following receipt of Buyer's request to determine if the work has been completed according to Seller-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 Seller 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 Seller shall consider return of the Deposit. All or part of the Deposit may be retained by the Seller 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 Seller shall be provided within ten (10) days of issuance of the Certificate by the Seller.

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 Seller, its successors and assigns, the Seller, 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 Seller. Until issuance of the Certificate, the Buyer (or successor in interest) shall notify the Seller 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 Seller 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 Seller, 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 Seller arising from or attributable to any delays in construction upon or development of the Property, unless the Seller 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. Seller expressly retains all rights under Wis. Stat. Section 893.80

(b) Prior to Conveyance. If, prior to Seller'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 Seller's offer of conveyance, the Seller 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) Seller's Retained Reversionary Interest.

1. Seller'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 it 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 Seller written demand so to do; or
   ii. Buyer or any successor fails to pay real estate taxes, special assessment or special changes 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 Seller made for such payment, removal or discharge, within 90 days after Seller 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 Seller written demand;

then the Seller 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 Seller, 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 revest in Seller, 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, Seller at its option may effect a termination of the estate conveyed to Buyer in favor of Seller 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, Seller. And such revesting of title in Seller 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 Seller exercises its reversionary right as set forth above, Seller may also retain the Deposit.

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

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

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

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

(a) First, to reimburse the Seller, on its own behalf or on behalf of the Seller, for all costs and expenses incurred by the Seller, 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 Seller 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 Seller, an amount, if paid, equal to such taxes, assessments or charges (as determined by the Seller 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 Seller 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 Seller may establish or to maintain the Property), and any amounts otherwise owing the Seller 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 Seller as its property.

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

No City or MPS 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 or MPS member, official or employee shall be personally liable to the Buyer or any successor in the event of any Seller 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 Seller and the Seller 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 Seller or the Seller on account of: (a) Buyer's (or anyone acting for or at the direction of, or anyone claiming by, through, or under Buyer) preaquisition 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 Seller 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 Seller if Seller 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 Seller's prior written consent.

SEC. 23. APPROVALS

In any instance in which Seller'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 Seller'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 Seller:
City Real Estate Officer, Department of City Development
809 North Broadway, Milwaukee, Wisconsin 53201-0324
Phone: 414-286-5830
Facsimile: 414-286-0395

And to

Department of Facilities & Maintenance
Milwaukee Public Schools
1124 North 11th Street
P.O. Box 05259
Milwaukee, WI 53205-0259

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 Seller 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 _____, 2014.

_____ (Buyer)

By _____

Title:_____

By_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, _____, 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, Grantor has caused these presents to be executed by its duly authorized officers at Milwaukee, Wisconsin as of _____, 2014.

CITY OF MILWAUKEE, acting upon request of the Board of School Directors of Milwaukee Public Schools under Wis. Stat. § 119.60(2)

By: _____
Tom Barrett, Mayor

Attest: _____
James R. Owczarski
City Clerk

By: _____
Michael Bonds, Phd.
President

By: _____
Gregory E. Thornton, Ed.D.
Superintendent of Schools

Signatures of Tom Barrett, James R. Owczarski, Martin Matson, Michael Bonds, Ph.D., and Gregory E. Thornton, Ed. D. authenticated this ____ day of _____, 2013.

_____
Jeremy R. McKenzie, Assistant City Attorney

This document was drafted by the Department of City Development and City Attorney's Office, 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:

All of Lots 5 through 22 and the Northeast 15 feet of Lot 23, Block 1, A.C. Murray's Subdivision and the Southeasterly 10 feet of vacated alley adjoining said subdivision and all of Lots 6 through 20 and the Northeast 15 feet of Lot 21. Block 1 C.A. Williams Subdivision and the Northwesterly 10 feet of vacated alley adjoining Block 1, in the Northeast ¼ and the Northwest ¼ of Section 9, Town 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Address:	619 East Dover Street
Tax Key Number:	499-0905-110-9

EXHIBIT B

Design Criteria

(posted on website and subject to revision based on Buyer RFP submittal)