

**CITY OF MILWAUKEE - OFFER TO PURCHASE  
IMPROVED PROPERTY- 1-4 Residential Units  
Owner-Occupant Buyer or Investor-Owner Buyer  
GH/Final 1/10/19 CAO DOC 256021**

Buyer \_\_\_\_\_ (“**Buyer**”)  
offers to purchase from the City of Milwaukee (“**City**”) the property at \_\_\_\_\_,  
Milwaukee, WI (“**Property**”) on the terms herein.

**1. Purchase Price.** Buyer will pay City \$ \_\_\_\_\_ for the Property (**Purchase Price**) by *certified check at Closing* (hereafter defined) made payable to “Knight Barry Title Inc.” (or such other payee as City may direct), less a credit for **Earnest Money**, plus the Performance Deposit (section 7.B.(1)), and subject to customary prorations and deductions pursuant hereto (**Net Price**). City may have Buyer allocate the Net Price per the Closing Statement.

**Bulk Buyer.** If Buyer is offering to buy a minimum of **5 Properties** (including this Property) per the Department of City Development’s “Bulk Buyer Guidelines,” Buyer is a **Bulk Buyer**, Buyer must check here , and Buyer must submit a separate Offer and pay separate Earnest Money and Performance Deposit for each Property.

**2. Earnest Money; Photo ID.** Buyer shall **submit \$750** Earnest Money by *certified check* with this Offer to be held: **(A)** by Listing Broker in its Trust Account if the City listed the Property with a Listing Broker; **(B)** by Selling Broker in its Trust Account if the City has not listed the Property with a Listing Broker; and **(C)** by the City’s Title Insurance Company if neither (A) nor (B) apply. Earnest Money shall be disbursed to City at Closing and be credited toward the Purchase Price, or be disbursed as otherwise required herein. Earnest Money is non-refundable except as provided herein. **Proof of Earnest Money submission and photocopy of government-issued identification for person(s) signing for Buyer must be included with Offer.**

**3. Broker; Commission.**

**A. Buyer Broker.** The “**Buyer Broker**” is identified below.

Buyer Broker Firm Name	
Buyer Agent Name	
Agent Direct or Cell Phone Number	
Agent Office Number	
Agent Fax Number	
Agent Email	
Agent Office Address	

**B. Listing Broker.** If City has the Property under a listing contract with a broker, the “**Listing Broker**” is identified below.

Listing Broker Firm Name	
Listing Broker Agent Name	
Agent Direct or Cell Phone Number	
Agent Office Number	
Agent Fax Number	
Agent Email	
Agent Office Address	

C. If the City has the Property under a Listing Contract with a Listing Broker, Buyer Broker or Buyer (if there is no Buyer Broker) must submit this Offer to the Listing Broker who shall submit it to the City; and upon Closing, City will pay only the commission called for in the City-Broker listing contract. All communication by the Buyer Broker (if identified above) on behalf of Buyer to City must go through Listing Broker.

If City does not have the Property under a listing contract with a Listing Broker: (A) Buyer Broker shall submit Offer to [residentialoffers@milwaukee.gov](mailto:residentialoffers@milwaukee.gov) or personally deliver Offer to City at 809 N. Broadway, 2<sup>nd</sup> Floor; (B) upon Closing, City will pay Buyer Broker a commission of 6% of the Purchase Price or \$1,500, whichever is greater; and (C) City will not pay commission if Buyer and Buyer Broker are same, or if they are principals or agents of one another (e.g. if Broker is a member of Buyer’s LLC, City will not pay commission), or if Buyer is a non-profit Buyer purchasing as part of a City DCD reduced price program for the purchase price of \$1 or \$1,000.

**4. Property Use.** Buyer represents to City that Buyer will use the Property for (Check One)▶

- owner-occupancy as Buyer’s primary residence       check here if 1<sup>st</sup> time homebuyer
- investment property (not for Buyer’s owner-occupancy) (includes non-profit Buyer and Bulk Buyer)

**5. Buyer Identification and Disclosures.**

**A. Individual (non-entity) Buyers.**

- (1) Buyer is (check one)▶  Married  Single person
- (2) If Buyer is married, or if 2 or more persons constitute “Buyer,” check how you wish to hold title:  
▶  Joint Tenants       Tenants-in-Common

**B. Entity Buyers.**

**(1) If Buyer is an entity, Buyer is (check one) ▶**

- Corporation  Partnership  LLC  other:\_\_\_\_\_  Non-profit Entity

Entity must **submit** with Offer articles of incorporation/organization and DFI printout showing registration of entity with Wisconsin Department of Financial Institutions.

**(2) Entity Members:** Identify (as applicable) ALL Buyer corporate officers, ALL partners, and ALL LLC members:\_\_\_\_\_

**(3) Non-Profit Entity.** If Buyer is a non-profit entity, Buyer must **submit** with Offer a signed Non-Profit Buyer Affidavit form (available from City) with evidence that IRS nonprofit status is current, and Buyer must list

address of at least one or more successfully completed purchase and rehab projects in the City done in Buyer's own name: \_\_\_\_\_

**C. City General Buyer Policies.** Buyer certifies that Buyer, and every owner, member, officer and partner of an entity Buyer, is now and will at Closing be in compliance with the following “**City General Buyer Policies**” and MCO<sup>1</sup> 304-49-9. City will reject Offers from parties that violate the Policies and City may terminate an accepted Offer if violations exist at any time after acceptance of Offer or at Closing.

- (1) Not delinquent in the payment of any real or personal property tax, special assessment, special charge or special tax to the City.
- (2) Not a party against whom the City has an outstanding judgment.
- (3) Not have outstanding building or health code violations or orders from the City's Health Department or DNS that are not actively being abated.
- (4) Not a party who has been convicted of violating an order of the Health Department or DNS within the past year.
- (5) Not a party who lost property to the City due to property-tax foreclosure within the past 5 years.

**D.** If Buyer acquired from the City other property for which required rehab has not been completed, identity address: \_\_\_\_\_. City reserves right to reject or terminate this Offer based on status of other property rehab.

**E.** Buyer certifies that Buyer:  is  is not...an employee of any of the following (called “**City Agencies**”), or a spouse, sibling, parent, or child of an employee of any City Agencies: the City of Milwaukee (including any of its departments), RACM, HACM<sup>2</sup>. If “is” is checked, Buyer must **submit** with Offer a “**Conflict of Interest Form**” (available from DCD) signed by the employee's supervisor.

**F.** List addresses of *other property* in the City of Milwaukee that Buyer owns, or that Buyer owns or controls through an entity. Include any property owned by Corporations, Partnerships, or LLCs in which Buyer is an officer, member, or partner (*attach supplemental pages as necessary*):

Addresses of <i>Other Properties</i> in the City		Owner of Record
	Milwaukee, WI	

**6. Investor Buyer (includes Non-Profit and Bulk Buyer); Landlord Training.** Investor Buyers must complete City landlord training and provide to DCD **at or prior to Closing** proof of completion, *failing which City will terminate this Offer and keep Earnest Money.*

**7. Scope, Repairs & Performance Deposit.**

**A. Scope.** Buyer inspected the Property or had opportunity to do so, and City provided Buyer with a Scope of Work (“**Scope**”) **attached** as **EXHIBIT A** that Buyer reviewed and signed. City does not warrant Scope content or conclusions. The Scope has sections for **Essential Repairs** and **Other Repairs**.

**B. Essential Repairs & Performance Deposit.**

<sup>1</sup> Milwaukee Code of Ordinances.

<sup>2</sup> RACM means Redevelopment Authority of the City of Milwaukee. HACM means Housing Authority of the City of Milwaukee.

(1) **At Closing** Buyer must sign and **submit** to City an “**Application for Essential Repair Verification Form**” (**attached** as **EXHIBIT B**) along with funds for a **Performance Deposit**. If Buyer fails to submit these items at Closing, City may terminate this Offer and retain the Earnest Money. The amount of the Performance Deposit is **\$1,000** if Buyer checked the “owner-occupancy” box in Section 4 above, and **\$2,000** if Buyer checked the “investment property” box in Section 4 above. The Performance Deposit funds shall be included in the *certified check* for the Purchase Price.

(2) Buyer must complete Essential Repairs, arrange for City DNS inspection, and provide to DCD, within **180 days** of the date of City’s Deed to Buyer, an “**Essential Repair Verification Form**” stamped by DNS. After Closing, Buyer will allow DNS inspectors to inspect the Property, including interior inspection of structures, to verify status of Essential Repair completion.

If Buyer does not provide DCD with the DNS-stamped “**Essential Repair Verification Form**” within **180 days** of the date of the Deed, the Buyer shall forfeit the Performance Deposit and City shall keep the Performance Deposit as its own. If Buyer *timely* submits the DNS-stamped form to DCD, DCD shall return to Buyer the Performance Deposit (without interest) to the address for such returns set forth in Buyer’s signature box below.

If Buyer conveys the Property to a subsequent buyer prior to the 180-day deadline and while City is holding the Performance Deposit, City shall continue to hold the Performance Deposit (1) until a DNS-stamped Essential Repair Verification Form is *timely* provided to DCD (in which case DCD shall return the Performance Deposit to the original Buyer), or (2) until the 180-days have passed without such form having been provided to DCD, in which case the City shall keep the Performance Deposit.

**C. Other Repairs.** If the Scope lists needed “Other Repairs,” that information is included to apprise Buyers that repairs beyond Essential Repairs are needed. Code problems remain subject to City (DNS) enforcement.

**8. Proof of Funds.** Buyer represents Buyer has financial resources to pay the Purchase Price to buy the Property and to complete Essential Repairs<sup>3</sup>. Buyer must **submit** with this Offer evidence of financing and/or equity to satisfy that financial resource requirement. Any such evidence shall identify “sweat equity” items that Buyer intends on performing itself without paying for service. **At Closing** Buyer must cooperate with City’s closing agent to verify proof of funds to satisfy the financial resource requirement, including, if required, calling a Buyer financial institution along with City’s closing agent.

**9. Compliance with Law; Permits.** Buyer must comply with applicable law to rehab and use the Property, and obtain at Buyer’s expense necessary governmental permits. Call the City Development Center (414-286-8210) for permit information.

**10. AS IS; MCO 308-22 Waiver.** At Closing, City will convey the Property “**AS-IS, WHERE-IS**” with all faults and defects, known or unknown, physical or otherwise (including any outstanding building or health code violations), without representation or warranty, express or implied. City has no disclosure requirements; Wis. Stat. Ch. 709 does not apply to this transaction (Wis. Stat. 709.01 (1) and 77.25 (2)). Other than the Scope, City conducted no investigation or survey of the Property. Per Wis. Stat. 75.06 and 75.14, the City has limited duty regarding parcels it acquires by property-tax foreclosure. The Property *may*: contain lead-based paint, asbestos, underground storage tanks, or other environmental hazards; have shared water service; and/or be affected by lead private or lead municipal water service lines. This Offer is deemed Buyer’s “waiver” under MCO 308-22-2-g such that if Buyer closes, Buyer holds City harmless from undetected or unknown environmental hazards that may be present. See MCO 225-22 under which owners may be required to connect water and sewer to public water mains and public sewers, and MCO 225-22.5 under which owners may be required to replace lead water service lines. Broker that procured Buyer shall provide to Buyer the EPA Booklet “*Protect Your*

---

<sup>3</sup> MCO 304-49-2-b-1 and 304-49-4-b-2.

Family from Lead in Your Home” ([www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure](http://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure)) and the Milwaukee Water Work’s (“MWW”) brochure, “Lead-Safe Water Guide.” See the MWW website for addresses of properties with lead water service lines, [city.milwaukee.gov/water](http://city.milwaukee.gov/water). Per MWW, use of lead faucet filters is the best resource for lead-water safety.

**11. Acceptance; Offer Term.** Submitted Offer must be signed by Buyer. Acceptance occurs upon signature of the DCD Commissioner or designee indicating “acceptance,” at which time this Offer becomes an agreement binding upon both parties (**Effective Date**). Buyer may, by sending written notice of withdrawal to City, withdraw the Offer at any time prior to City delivery of the accepted Offer in which case Earnest Money shall be returned to Buyer. The Offer commences on the Effective Date and will be in effect for **45 days (Expiration Date)**.

**12. Closing.** Buyer must satisfy all contingencies and Close on or before the Expiration Date. Under limited circumstances, City may extend the Expiration Date for up to **30 days (Extended Date)**. Extension requests must be in writing, provide explanation, and be agreed to by City. *If City agrees to extension*, Buyer must submit to City a certified check payable to RACM for **\$250** as a non-refundable **Extension Fee** that will not be credited toward the Purchase Price. Closing on this transaction (**Closing**) shall take place at the title company that closes transactions for the City, or such other location as may be agreed upon by City and Buyer, and at such time and date as City and Buyer may agree which must be on or before the Expiration Date or Extended Date. At Closing the parties shall execute a Closing Statement.

**13. Buyer Financing Contingency (Not City-Related Financing).** This Offer (Check One ►)

is a cash offer (not contingent on financing), or

is contingent on Buyer obtaining the following financing (“**Buyer Contingency**”) that is **not** from a City-Related Financing Program (defined below):

mortgage loan commitment

rehabilitation/construction loan commitment.

If the “Buyer Contingency” is checked, Buyer has **30 days from the Effective Date** (the **Financing Deadline**) to obtain financing for not less than \$\_\_\_\_\_ for a term of not less than \_\_\_\_\_ years with an initial interest rate not to exceed \_\_\_\_\_% per year. If despite Buyer good faith efforts, Buyer is not able to obtain acceptable financing, Buyer may terminate this Offer by sending to City written notice of termination, on or before the Financing Deadline, whereupon this Offer shall terminate and Broker shall return Earnest Money to Buyer. If Buyer does not timely provide that notice, Buyer will be deemed to have waived this contingency.

**14. City-Related Financing Programs.** A Housing Resource Guide explaining City and other financial programs available to property owners is at [city.milwaukee.gov/housinghelp](http://city.milwaukee.gov/housinghelp).

Buyer  is  is not.....seeking financing related to the purchase or rehab of the Property from the City, HACM, RACM, or the Neighborhood Improvement Development Corporation (herein called “**City-Related Financing**”). If you checked “is,” also check the applicable box below:

**A.**  Buyer wants a **Strong Neighborhoods Plan Homebuyer Assistance Program (HBA)** loan. *Buyer must be an owner-occupant to participate in this program.*

**B.**  **Other City Financing Program.** Buyer wants to participate in another City-Related Financing Program. Identify program:\_\_\_\_\_.

If you checked box A or B above: **(i)** Buyer understands that the City-Related Financing Program may impose additional terms, conditions and restrictions on Buyer and the Property (including a deed restriction); **(ii)** under MCO 304-49-3-c and 304-49-4.5, this Offer may be subject to local council member (304-49-1-c) or council approval. If the City, in accepting this Offer, checked the check box in the City signature block below, City acceptance of this Offer and Closing are contingent upon either **(a)** approval by the local council member under MCO 304-49-4.5, or **(b)** failing local council member approval, approval by the common council under MCO 304-49-4.5. City will provide Buyer with written notice of failure to obtain approval. Within 10 days of the date of that City notice to Buyer, Buyer may submit to DCD a written waiver of City-Related Financing. If the waiver is timely submitted, this Offer shall continue. If the waiver is not timely submitted, this Offer shall be deemed terminated, in which case, City has no duty to sell the Property, and Buyer shall be entitled to return of Earnest Money. If the Expiration Date of the Offer Term occurs prior to DCD ascertaining whether MCO 304-49-4.5 approval will happen, City automatically, at no cost to Buyer, extends the Expiration Date (or, if applicable the Extended Date), to accommodate ascertainment of 304-49-4.5 approval status. Buyer may terminate this Offer any time after the Expiration Date of the Offer Term if City has not by the Expiration Date ascertained 304-49-4.5 approval status and provided written notice of same to Buyer. Any such Buyer termination must be by written notice to City, and if provided, that will terminate this Offer, in which case, City has no duty to sell the Property, and Buyer shall be entitled to return of Earnest Money.

**15. \$500 Roots Program.** Check here  if Buyer seeks to participate in the \$500 **Roots Program**. *Buyer must be an owner-occupant to participate in this program.* The Roots Program is not City-Related Financing for purposes of the section above.

**16. Termination Right.**

**A.** City or Buyer may, by written notice to the other, terminate this Offer: **(1)** if Buyer reasonably objects to matters affecting title as revealed by a recent title commitment, and City is unable or unwilling to cause the title company to remove valid objections to title prior to Closing; or **(2)** if the Property is damaged beyond its current condition prior to Closing. In the event of such termination, Earnest Money shall be returned to Buyer.

**B.** City may terminate this Offer: **(1)** if Buyer or any Buyer owner, member, officer or partner is in violation of City General Buyer Policies at any time on or before Closing; and/or **(2)** if Buyer is in breach of this Offer or if Buyer made a material misrepresentation in this Offer. In case of such City termination, City is entitled to keep Earnest Money, in addition to any other remedy City may have.

**17. Quit-Claim Deed; Exemption Restrictive Covenant.** At Closing, City shall convey the Property to Buyer by Quit-Claim deed (“**Deed**”) in substantially the form attached as **EXHIBIT C**. The Deed shall contain a restrictive covenant restricting property-tax exempt status (see Deed) and be recorded by the City or title company (MCO 304-49-11). Buyer shall provide funds for recording as directed by the Closing Statement.

**18. Historic Preservation & Conservation Easement.** If the Property has historic significance due to **(i)** listing on the National Historic Registry, or on the Wisconsin State Historic Registry, or **(ii)** local historic designation under MCO 320-21 because it is in a locally designated historic district, or it is a locally designated historic site, or it contains a locally designated historic structure, then, **at Closing**, and as a condition to Closing, Buyer shall sign and provide to City, a City of Milwaukee “Historic Preservation & Conservation Easement” (the “**Easement**”) and provide funds for recording as directed by the Closing Statement. If Buyer fails to sign and provide the Easement, City shall have no duty to close and City shall retain Earnest Money.

**19. Title Insurance.** City will provide Buyer with a title insurance commitment for the Property, issued by a City-chosen title company, in the amount of the Purchase Price *if the Purchase price is \$5,000 or more*. City shall pay the base cost of title insurance. Buyer is responsible for the cost of any title and gap endorsements and the cost of any title updates incurred after the initial invoice. Provision of title insurance does not change the “AS-IS” nature of this transaction. City will not provide evidence of title, or a commitment, if the Purchase Price is less than **\$5,000**.

**20. Legal Possession; Occupancy.** At Closing, upon Deed delivery, Buyer may take possession of the Property, subject to rights, if any, of tenants in possession. ***Buyer does not have the right to possess or commence work on the Property prior to Closing.*** If the City leases the Property to tenants, at Closing, Buyer will assume and be responsible for landlord duties under the lease.

**21. Property Tax; Other Charges; Water Meter.**

**A.** Special assessments and special charges that have been levied against the Property and billed will be prorated to the date of Closing. If the City or an exempt owner owned the Property on January 1 of the sale year, the Property will be property-tax exempt for the sale year. If the Property is not property-tax exempt for the sale year, Property taxes will be prorated to the date of Closing. Buyer is responsible for property taxes, special assessments and special charges after Closing.

**B.** Rent, if any, shall be prorated to date of Closing. Unless otherwise disclosed, City holds no security deposits of any tenant now or formerly occupying the Property.

**C.** Electricity charges, if any, are not prorated and are not City's responsibility.

**D. Prior to Closing,** Buyer shall submit by email, to [dcd@knightbarry.com](mailto:dcd@knightbarry.com), a photo, taken **within 2 weeks of the scheduled Closing date**, showing: the water meter for the Property and its then current reading of water usage or if no water meter exists at the Property, showing where the meter should be. The email shall indicate the date the photo was taken. City shall obtain a "final bill" as of the date of the photo; and at Closing, City shall pay for all water charges up to and including the date of the "final bill," and Buyer shall pay for all other water charges billed by Milwaukee Water Works after that "final bill" date – providing however that, notwithstanding the foregoing, City pays the cost to replace any missing meter, and Buyer pays any City "reset" fee to re-install a missing meter.

**22. Transfer Fee and Return.** At Closing, the conveyance is exempt from the real estate transfer fee. Wis. Stat. 77.25 (2). Before Closing, Buyer shall provide City with information needed to complete the Wis. Stat. 77.255 real estate transfer return.

**23. City DNS Registries.**

**A. DNS Property Registration.** Unless the Property is to be an owner-occupied 1-2 family building or an owner-occupied residential condo, Buyer shall **at Closing** register the Property with DNS Property Registration (MCO 200-51.5) (owner registry), execute the **DNS Property Registration Form (DNS-8A)**, and provide City with a certified check for the **required fee** shown on the Closing Statement. City shall transmit the registration to DNS.

**B. DNS Vacant Building Registry.** **At Closing,** if the Property is vacant and Essential Repairs are required per the Scope, Buyer shall execute a **Vacant Building Registration Application Form (DNS-29A)** and shall not be required to pay a registration fee (MCO 200-51.7). DCD shall transmit the application to DNS.

**C. DNS Enforcement Rights.** Buyer understands this Offer does not affect or limit inspection and enforcement rights of City, including DNS, under applicable law. For example, local law or DNS orders may impose deadlines and requirements that differ from the provisions in this Offer.

**24. Successors and Assigns.** If accepted by City, this Offer binds and benefits the parties and their successors and assigns, including successor owners of the Property. Buyer may not assign any rights or duties under this Offer without City's prior written consent.

- 25. Signatures; Counterparts.** This Offer may be signed in counterparts. Facsimile and email/PDF signatures shall be accepted as originals.
- 26. Entire Agreement.** This Offer constitutes the entire agreement between the parties. All prior statements, written or oral, are of no effect. This Offer may only be amended by written agreement signed by the parties hereto.
- 27. Severable.** The terms and provisions of this Offer are separable and severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.
- 28. Survival.** The terms and provisions herein survive Closing and Deed delivery and recording.
- 29. Notices and Contacts.** All notices hereunder shall be considered given **(A)** upon receipt if hand-delivered by commercial courier or otherwise personally delivered, **(B)** if sent by facsimile or email, the notice shall be deemed given when sent as per the following and so long as the notice is successfully sent (i.e. the sender does not receive any error or “inability to send” notification), and **(C)** within 2 business days of depositing same in the U.S. mail, postage-paid, addressed by name and address to the party intended as follows.

<p><b>If to City:</b> Notices from Buyer to City shall be from Buyer to Broker to City. If no Broker, directly to City.</p> <p><b>City’s Contact Info:</b> Deborah McCollum-Gathing Dept. of City Development 809 N. Broadway, 2<sup>nd</sup> Floor Milwaukee, WI 53201-0324 Ph: 414-286-5738 Fax: 414-286-0395 Email: <a href="mailto:deborah.mccollum-gathing@milwaukee.gov">deborah.mccollum-gathing@milwaukee.gov</a></p> <p><b>Offer delivery:</b></p> <ul style="list-style-type: none"> <li>• If there is a Listing Broker: to Listing Broker</li> <li>• If no Listing Broker: <a href="mailto:residentialoffers@milwaukee.gov">residentialoffers@milwaukee.gov</a></li> </ul>	<p><b>If to Buyer:</b> Notices from City to Buyer shall be from City to Broker to Buyer. If there is a Listing Broker and Buyer Broker, notice shall be from City to Listing Broker (using contact information above), and Listing Broker shall forward notice to Buyer Broker for forwarding to Buyer.</p> <p>If Buyer is a nonprofit entity, City shall provide notice to Buyer directly.</p>
---	---

- 30. Remedies.** Except as otherwise provided herein, in case of breach of this Offer, the non-breaching party has all rights and remedies available at law and in equity against the breaching party. If Buyer breaches, City may elect to retain Earnest Money as liquidated damages or as partial offset against damages otherwise occasioned by the breach – which, in the latter case, City may bring suit for remaining damages or City may seek specific performance. City retains all rights under Wis. Stat. 893.80 and 75.14 (4).
- 31. Personal Property.** City is not responsible for personal property existing at the Property on or before Closing. Buyer shall hold City harmless concerning claims or expenses associated with such personal property. Buyer understands City acquired the real Property by property-tax foreclosure under Wis. Stat. 75.521, but City did not acquire personal property by tax foreclosure. MCO 308-5.

**32. Special Conditions:** Addendum  is  is not attached. If Addendum exists, the terms therein are incorporated herein.

If City Housing Infrastructure Preservation (**HIP**) Funds were used, an Addendum is required.

**IN WITNESS WHEREOF**, Buyer entered and signed this Offer as of the date written below.

<p><b>Buyer:</b></p> <p>Buyer signature: _____</p> <p>Print name: _____</p> <p>Date of Birth: _____</p> <p>Buyer social security number (last 4 digits) or FEIN: _____</p> <p>Date: _____</p>	<p><b>Buyer:</b></p> <p>Buyer signature: _____</p> <p>Print name: _____</p> <p>Date of Birth: _____</p> <p>Buyer social security number (last 4 digits) or FEIN: _____</p>	<p><b>Buyer Contact Info:</b></p> <p>Street Address (not P.O.): _____</p> <p>Cell Ph: _____</p> <p>Other Ph: _____</p> <p>Fax: _____</p> <p>Email: _____</p> <p><b>Buyer Address for Return of Performance Deposit</b></p> <p>Street Address (not P.O.): _____</p>
---	--	--

<p><b>City Rejection: City of Milwaukee</b></p> <p>Rejected: _____</p> <p>Name Printed: _____</p> <p>Rejection Date: _____</p>	<p><b>City Acceptance: City of Milwaukee</b></p> <p><input type="checkbox"/> City, check here if local council member asked for notice of City-Related Financing (see sec. 14 above and MCO 304-49-3-c).</p> <p>Accepted: _____</p> <p>Name Printed: _____</p> <p>Acceptance Date: _____</p>
--	--

**EXHIBIT A**

**REQUIRED:**

**To complete EXHIBIT A of the offer package:**

**1) Attach City scope of work to offer for property**

**2) Buyer must sign Exhibit A Signature Page (next page)**

# EXHIBIT A Signature Page

## EXHIBIT A TO OFFER TO PURCHASE

### Buyer Signature

The undersigned ("Buyer") intends to make an offer to City to purchase the property. Buyer intends this to be the "Scope" contemplated by the offer. This is not a substitute: for Buyer's own due diligence and investigation; or for Buyer's own estimate of budget needed for repairs.

\_\_\_\_\_  
Print Buyer Name

\_\_\_\_\_  
Print Buyer Name

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

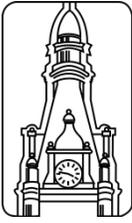
### Possible General Costs, estimated as of 11/1/2018

The following are possible costs that a homeowner might expect to pay in the Milwaukee market if the owner were to hire a contractor to undertake the following repairs. These are general estimates only. They are not specific to the particular property for which the City prepared a Scope of Work. Buyer is encouraged to perform its own due diligence and to obtain its own estimates for any property that Buyer is considering purchasing.

<b>Item</b>	<b>Possible Costs</b>
<u>Shingles: Roof over existing</u>	<u>\$ 3 per s.f.</u>
<u>Shingles:Tear off &amp; re-roof</u>	<u>\$ 6 per s.f.</u>
<u>Replace gutters and downspouts</u>	<u>\$ 12 per l.f.</u>
<u>Replace gas furnace (size, etc.), installed</u>	<u>\$ 3000 - \$ 4000 ea</u>
<u>Replace water heater (size, etc.), installed</u>	<u>\$ 1000 - \$ 1500 ea</u>
<u>Electrician. Time and materials.</u>	<u>\$ 125 per hour</u>
<u>Plumber. Time and materials.</u>	<u>\$ 125 per hour</u>
<u>Replace (size) window with vinyl replacement</u>	<u>\$ 350 ea</u>
<u>New smoke detector</u>	<u>\$ 50 ea</u>
<u>New carbon monoxide detector</u>	<u>\$ 50 ea</u>

# APPLICATION FOR ESSENTIAL REPAIR VERIFICATION FORM

EXHIBIT B



**Department of Neighborhood Services**  
Anderson Municipal Building (Lake Tower)  
4001 S. 6th Street, 1st floor  
Milwaukee, WI 53221

Location Address		Tax Key Number _____-_____-_____	Date ____/____/____
Owner's Name		Owner's Birthdate ____/____/____	
Address - City - State - Zip Code		Phone Number	
E-Mail :		<input type="checkbox"/> Owner Occupant <input type="checkbox"/> Investor Buyer	
Preferred contact information for orders (if any) and access: Name		Phone Number	
Address - City - State - Zip Code		E-Mail	
(Check Appropriate Box) <input type="checkbox"/> One Family Dwelling <input type="checkbox"/> Two Family Dwelling <input type="checkbox"/> Front and Rear House <input type="checkbox"/> Other _____			
Applicant's Signature	Relationship to owner	Phone number	
Printed Name	E-Mail:		
Present Street Address of Applicant	City - State - Zip Code		

If code violations are found, orders to correct conditions will be issued. Compliance times may vary depending on the severity of the violations. For all buyers an Essential Repair Verification Form will be issued when the owner completes Essential Repairs conforming to the maintenance requirements of the building code.

**All exterior and interior areas of the property must be accessible for inspection. The owner or agent will grant access for inspection. Phone 414-286-2163 for information and to schedule inspection. Schedule inspection to take place prior to deadline in your Offer with City. Allow sufficient time for processing and scheduling.**

Date of Verification Form	Verification Number
---------------------------	---------------------

**EXHIBIT C**

Document Number

QUIT CLAIM DEED

**Name and Return Address:**

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

This deed and conveyance are exempt from the Wisconsin Real Estate Transfer Fee. Wis. Stat. 77.25 (2).

**Drafted By:** City of Milwaukee, Dept. of City Development

Recording Area

**THIS QUIT-CLAIM DEED** is made as of \_\_\_\_\_, 20\_\_\_\_, by the CITY OF MILWAUKEE (“City”), as Grantor, to \_\_\_\_\_ (“Grantee”).

**1. Conveyance of Property.** City conveys and quit-claims to Grantee, on an “AS-IS, WHERE-IS” basis, all of City’s right, title, and interest in and to the real estate described below (the “Property”):

[LEGAL DESCRIPTION], in the City of Milwaukee, Milwaukee County, Wisconsin.

T.I.N.: \_\_\_\_\_

Property Address: \_\_\_\_\_, Milwaukee, WI

**2. Restrictive Covenant Against Property-Tax Exemption.** This conveyance is subject to the following restrictive covenant, the terms and conditions of which were material inducements to City conveying the Property to Grantee, and but for Grantee’s acceptance of same by execution of an Offer to Purchase with City, City would not have conveyed the Property to Grantee. The restrictive covenant is binding on Grantee and Grantee’s successors and assigns, including successor owners of the Property. The Property must be taxable for property-tax purposes and no owner or occupant 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 may only be released by recording against the Property in the Register of Deeds Office a resolution passed by the City’s Common Council by 2/3 vote approving release.

***THIS IS A SAMPLE DEED. Per the Offer, the actual deed at Closing may contain other restrictions if City-Related Financing is used and that program requires other restrictions.***

**IN WITNESS WHEREOF**, City, as Grantor, signed this Deed as of the date first written above.

STATE OF WISCONSIN )

) ss.

MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City signatory identified, to me personally known, who signed this document on behalf of the City and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

Name Printed: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**City: CITY OF MILWAUKEE**

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Special Deputy Commissioner  
Department of City Development

MCO 304-49

SAMPLE