

**CITY OF MILWAUKEE – PURCHASE AND SALE AGREEMENT  
MPS Surplus Property; (CAO Template # 289046)**

\_\_\_\_\_ (“**Buyer**”), as buyer, agrees to purchase from the **City of Milwaukee** (“**City**”), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, acting on behalf of the Milwaukee Board of School Directors (“**MPS**”), as seller, and City agrees to sell to Buyer, on the terms and conditions herein, the City’s right, title, and interest in the following property in Milwaukee, Wisconsin (the “**Property**”):

**Property Address:** \_\_\_\_\_

**Tax Key No.:** \_\_\_\_\_

As used herein, “**Offer**” means this Purchase and Sale Agreement; “**DCD**” means the City’s Department of City Development; and “**DNS**” means the City’s Department of Neighborhood Services. The **Effective Date** of this Offer is \_\_\_\_\_, **202**\_\_ (so long as both parties have signed).

**1. Purchase Price and Earnest Money.**

- A.** Buyer offers to purchase the Property for \$\_\_\_\_\_ (“**Purchase Price**”) to be paid by Buyer to City by cashier’s check, or wire transfer, at time of Closing (hereafter defined), subject to customary pro-rations and deductions pursuant hereto (“**Net Price**”). The City may request that Buyer allocate the Net Price to City expenses as outlined on City’s Closing document.
- B.** Buyer shall tender to City earnest money (“**Earnest Money**”) in the amount of \$\_\_\_\_\_ upon execution and delivery of this Offer. The Earnest Money shall be non-refundable except upon default by City. Earnest Money shall be held by the Redevelopment Authority of the City of Milwaukee (“**RACM**”) in an account or as otherwise as directed by DCD. City shall retain the Earnest Money if this transaction fails to close as a result of Buyer’s failure to perform pursuant to the terms hereof, other than as a result of a default by City, in which event the Earnest Money shall be returned to Buyer. The Earnest Money shall be credited toward the “**Performance Deposit**” at Closing (as further defined in Section 2 below). If the Earnest Money is not timely paid, City may declare this Offer terminated.

**2. Project; Estimated Costs; Performance Duty; Performance Deposit for Project; Certificate of Completion.**

- A.** Project; Compliance with Laws. Buyer is purchasing the Property to construct and complete the following “**Project**”: [DESCRIBE PROJECT. Rehabilitation, construction, improvement to former school building]

The Project must: (1) meet plans and specs approved by DCD prior to commencement of work; (2) must be undertaken after obtaining necessary permits; and (3) must be in compliance with applicable (a) federal, state, and local laws (including the American with Disabilities Act as applicable), (b) stormwater regulations (MCO Ch. 120), (c) licensing, (d) City Health and Building Codes, (e) zoning laws (including City Board of Zoning Appeals [“**BOZA**”] approval of any variance or special use, and including landscaping requirements). Buyer shall consult with the City’s Development Center regarding the Project, and BOZA if applicable.

Buyer is responsible for all site development expenses, including, but not limited to, if applicable: (1) extension of water and sewer laterals; (2) replacement of lead-lined water supply lines; (3) provision or replacement of sidewalks and curb cuts.

**B. Estimated Costs.** The “Estimated Costs” for completing the Project are: \$\_\_\_\_\_. Buyer understands that Buyer is obligated to complete the Project, and Buyer understands the “Proof of Funds” contingency below.

**C. Performance Duty; Deadlines; Performance Deposit; Performance Restrictive Covenant.**

(1) Buyer’s performance duty is completing the Project (completion shall be established by Buyer providing to DCD a copy of a DNS-issued Certificate of Occupancy for the Project, a “COO”) on or before the date that is [not more than **24 months**] after the City’s conveyance of the Property to Buyer (the “**Deadline**”). For the avoidance of doubt, the Deadline does not supersede or override the enforcement actions of other City Departments or regulatory authorities.

(2) In connection with the Project, the Buyers shall meet the following Project deliverable deadlines:

**Project Deliverable Deadlines**

(a) Buyer shall submit final site plan including a detailed description of building(s), fencing, paving and landscaping, to DCD’s Real Estate Section for approval, not later than [ ] days following the Effective Date (See Section 9. D. regarding “**Final Plans**”).

(b) Buyer shall submit a final construction budget and evidence of financing without contingencies and equity for the Project to DCD’s Real Estate Section, not later than [ ] days following the Effective Date.

(c) Buyer shall complete construction of the Project on or before the Deadline, subject to force majeure delays, as evidenced by copy of a DNS-issued COO.

(3) At Closing, Buyer shall pay to RACM or as otherwise directed by the City a deposit in the amount of \$[ ] to hold as a “**Performance Deposit**” to ensure timely completion of the Project. If the Project is not completed (the COO is not provided to DCD) by the Deadline, the Performance Deposit shall be retained by RACM or as otherwise directed by the City. If the Project is timely completed, then the Performance Deposit shall be returned without interest to Buyer.

(4) Buyer shall keep DCD regularly apprised of the status of work and status of obtaining the COO.

(5) In addition to the Earnest Money and Performance Deposit and City’s rights with respect thereto, Buyer agrees that, after Closing:

(a) Buyer may not convey the Property to another prior to Buyer obtaining the COO; and the Deed shall also contain a Deed Restriction to that effect.

(b) The City/MPS may recapture a building through reversion that remains unoccupied 24 months after the date of closing/conveyance due to a failure of the Buyer to complete improvements proposed for the eligible school building, subject to the approval of the Common Council; and the Deeds shall contain a Deed Restriction to that effect (See Section 25(E) hereof).

(6) Promptly after completion of the construction, including landscaping, in accordance with this Offer, and receiving its COO, Buyer shall request that the Commissioner of DCD issue a Certificate of Completion (“**Certificate**”) and return the Performance Deposit. This Certificate shall be a conclusive determination of satisfaction and termination of the covenants in this Offer and the Deed with respect to the obligations of Buyer and its successors and assigns to construct and the dates for the beginning and completion thereof. Representatives of City shall inspect the Property within thirty (30) days following receipt of Buyer's request to determine if the work has been completed according to City-approved plans and this Offer. 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, City shall within thirty (30) days of the Property inspection provide Buyer with a written statement indicating in adequate detail how Buyer has failed to complete the development of the Property in conformity with approved plans or this Offer, or is otherwise in default, and what measures or acts are necessary, in the opinion of the Commissioner, for Buyer to take or perform in order to obtain the Certificate. Concurrent with Commissioner's consideration of the request for the Certificate, City shall consider return of the Performance Deposit. All or part of the Performance Deposit may be retained by City if the Project is not completed according to the schedule specified in Section 2. A check for the amount of Performance Deposit authorized for return by City shall be provided within forty five (45) days of issuance of the Certificate by City.

**3. Buyer Identification and Disclosures.** If Buyer is an entity (rather than an individual), Buyer represents that: (i) Buyer is duly existing and authorized to do business in the State of Wisconsin; and (ii) the following table contains the managing members, officers, directors of Buyer (as applicable).

Person Name	Officer	Managing Member	Director on Board of Directors

Buyer certifies that Buyer, directly or indirectly (i.e. Buyer and every owner, member, manager, officer and director of Buyer), is now and will at Closing be in compliance with the following “**General Buyer Policies**” pursuant to Milwaukee Code of Ordinances (“**MCO**”) 304-49-9:

- A. Not delinquent in the payment of any property tax (real and personal property), special assessment, special charge or special tax to the City of Milwaukee.
- B. Not a party against whom the City has an outstanding judgment.
- C. Not have outstanding building or health code violations or orders from the City’s Health Department or DNS that are not actively being abated.
- D. Not a party who has been convicted of violating an order of the Health Department or DNS within the past year.
- E. Not subject to a property tax foreclosure by the City within the past 5 years.

City may reject Offers from parties that violate the General Buyer Policies and City may terminate an accepted Offer if such conditions exist at any time after acceptance of this Offer or at Closing, and City shall be entitled to retain the Earnest Money.

City may reject an Offer from parties with outstanding City of Milwaukee offers or recently purchased property from City where improvements or renovations have not been timely completed.

**4. Buyer certifies that Buyer:**

- has  has no outstanding accepted Offers to Purchase with City
- has  has not acquired other property from City for which all required rehabilitation, repair, improvement or development has not been completed.

Buyer certifies that Buyer  is  (and its members) is not an employee of the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee, the Housing Authority of the City of Milwaukee, the Milwaukee Economic Development Corporation or Neighborhood Improvement Development Corporation (individually and collectively “**City Agency**”). If employed by City Agency, identify the City Agency and department: **NONE**. City Agency employees must complete and submit with the Offer a DCD Conflict of Interest Form that has been signed by the employee’s supervisor and DCD Commissioner.

**5. Acceptance.** The City’s Common Council authorized this transaction per the Council File identified in the City signature block below. City shall, if it signs and accepts, provide a fully signed copy of the Offer to Buyer. Buyer may withdraw the Offer at any time prior to delivery of the City’s acceptance signature by sending a written notice of withdrawal to City.

**6. Broker.**

\_\_\_ There is no real estate Broker involved in this transaction for the Buyer.

\_\_\_ The following Buyer Broker is the only real estate Broker involved in this transaction on behalf of the Buyer. The City will not pay Buyer’s Broker commission.

Broker Firm Name	
Broker Agent Name	
Agent direct or cell phone no.	
Agent email	
Agent office address	

**7. Offer Term; Closing.**

- A.** The Offer shall commence on the Effective Date (see above) and be in effect until Noon on \_\_\_\_, 20\_\_ (“Expiration Date”). Closing (“Closing”) shall take place at DCD’s Office at 809 North Broadway, 2nd Floor, Milwaukee, or at a title company or other mutually acceptable place, at a mutually acceptable time and date that will be on or before the Expiration Date (the “Scheduled Closing Date”). At Closing, Buyer and City agree to execute a Closing Statement.
- B.** If Buyer is unable to close on or before the Scheduled Closing Date, Buyer may submit a written request to the DCD Commissioner for one (1) six (6)-month extension to close (“Extension Period”), a \$5,000 renewal fee and a progress report of Buyer’s efforts to obtain final construction plans and firm financing; provided; however, that in no event shall the Scheduled Closing Date be

extended beyond the Expiration Date. The DCD Commissioner shall grant the Extension Period, only if DCD is satisfied, in its sole discretion, that Buyer is making progress to obtain Final Plans (as defined hereafter) and financing. The renewal fee shall not be credited toward the Purchase Price. In City's sole discretion, City may have a title company of City's choosing close the transaction, in which case Buyer shall pay the title company's closing fee (See Section 13 hereof).

**8. City Termination Right.** If: (a) Buyer fails to Close by the Scheduled Closing Date and pay per the Closing Statement; or (b) Buyer, directly or indirectly, is in violation of City General Buyer Policies; or (c) a contingency (see below) is not waived or satisfied by Closing; then, in any such event, City may terminate this Offer and retain the Earnest Money, in addition to any other remedies set forth herein.

**9. City Contingencies.** This Offer and City's duty to Close are subject to the following "Contingencies". If any contingency is not satisfied or waived by the City on or before the Scheduled Closing Date, as such date may be extended in accordance with the terms hereof, City may terminate this Offer, in which case, there is no duty to Close.

### Contingencies

**A. City Buyer Policies.** Buyer being in compliance with City's General Buyer Policies.

**B. BOZA. Buyer obtaining, if applicable, BOZA approval for the Project and Property use.**

**C. Proof of Funds/Financing.** Buyer providing DCD with proof of funds (financing and/or available funding, including cash on hand, other assets on hand, and grants and loans available to Buyer) to cover the Net Price and a substantial part of the Estimated Costs, meeting DCD's reasonable approval (including what constitutes "substantial"). Buyer understands that Buyer is obligated to undertake and complete the Project and that DCD's review of Buyer's "proof of funds" is to provide assurance to DCD to induce Closing regarding Buyer's ability to complete the Project.

**D. Plans.** Buyer providing DCD with final construction plans including building plans and elevations and a site plan detailing fencing, paving and landscaping (collectively "Final Plans") meeting DCD's reasonable approval.

**E. SBE Policy.** If applicable to Buyer's development of the Property and the Project, Buyer shall comply with the Small Business Enterprise ("SBE") and Residential Preference Program ("RPP") policies of the City and, if applicable, Buyer shall execute a human resources agreement for the Project to include the applicable SBE and RPP requirements (the "HR Agreement") with the City's Office of Equity and Inclusion ("OEI") at or prior to Closing. City and Buyer acknowledge and agree that this Agreement and the transaction contemplated herein, by itself, does not impose obligations on Buyer to comply with SBE or RPP requirements or execute an HR Agreement but that if Buyer obtains financial assistance from City for the Project, Buyer may be obligated by City of Milwaukee ordinances to actually achieve or to use best efforts to achieve (as the ordinances required) SBE at least 25% of the total hard costs for the Project and 18% of professional services for the Project and RPP participation that is at least 40% of the total worker hours on the Project. "Best efforts" to achieve these goals will be required if financial assistance is below \$1,000,000.

**F. Anti-Displacement Neighborhood Preference ("NHP") Policy Compliance.** [If Applicable] If the Project will receive City funding (the NHP Policy does not apply to RACM or NIDC funding), and if the Project involves more than 20 affordable housing units in zip code 53204, 53208, 53212, or 53233), then Buyer providing DCD with proof, reasonably acceptable to DCD, that Buyer will comply with the requirements of Common Council Resolution No. 190401 and the City's NHP

Policy. Is City funding being used for the Project? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, identify the City funding source and amount: \_\_\_\_\_.

**10. No Known Current Tenants.** City and Buyer are not aware of any current occupants or tenants at the Property.

**11. Property Condition; AS-IS, WHERE-IS; Environmental; Access to Property.**

- A. AS IS, WHERE-IS.** City will convey the Property to Buyer at Closing in AS-IS, WHERE-IS condition, with no warranties or representations, express or implied, and with all faults and defects, including environmental conditions, known or unknown. Such provisions shall bar all tort, warranty, and misrepresentation claims – including any action based on non-disclosure. City has no disclosure requirements; Wis. Stat. Ch. 709 does not apply to this transaction (Wis. Stat. 709.01 (1) and 77.25 (2)). The Property may: contain lead-based paint, asbestos, underground storage tanks, or other environmental hazards; have shared water service; have buried rubble or other adverse geotechnical conditions; and/or be served by lead private or lead municipal water service lines. If the transaction closes, Buyer agrees to indemnify and hold City harmless from and against expense or claim regarding environmental matters or hazards (whether detected and known or undetected and unknown) that may be present at or affect the Property as of the date of Closing. 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. See the MWW website for addresses of properties with lead water service lines, [city.milwaukee.gov/water](http://city.milwaukee.gov/water). Per MWW, the use of lead faucet filters is the best resource for lead-water safety.
- B. Reports.** Any scope of work, cost estimates, or data or information concerning the Property that City may have provided to Buyer, including any such information provided in the RFP process, are for informational purposes only. City does not warrant the content or conclusions of same, and provision of such does not change the “AS-IS, WHERE-IS” nature of the transaction.
- C. Access to Property Prior to Closing.** Prior to the conveyance of the Property to Buyer, to the extent practicable, City shall permit representatives of Buyer to have access to any part of the Property as to which City holds title, at all reasonable times for the purpose of obtaining data and making various tests necessary to carry out the Agreement upon receipt by City of a prior written request for such entry (any such request to be granted in the City’s sole discretion) and submittal of evidence of insurance according to City’s minimum guidelines and subject the prior written approval of MPS (any such approval to be granted in MPS’s sole discretion). Such request and evidence of insurance must be satisfactory to City in form and substance prior to City granting such access. After the conveyance of the Property to Buyer, Buyer shall permit the representatives of City, upon five (5) days prior written notice, access to the Property at all reasonable times necessary for the purposes of this Offer, 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.

**12. Deed; Restrictive Covenants; Additional Restrictions on Use; Recording.**

- A. Deed.** Upon delivery of the Net Price by Buyer, at Closing, City shall convey the Property to Buyer by Quit-Claim Deed (“**Deed**”) in the form attached as EXHIBIT A, subject to the restrictions therein 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 all other conditions, covenants and restrictions set forth or referred to elsewhere in this Offer, 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.
- B. Additional Restrictions on Use.** Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, to:
- (1) 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.
  - (2) Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.
- C. Recording.** Promptly after Closing, the Deed shall be recorded, at Buyer’s expense, by City (or if City has a title company close the transaction, the Deed shall be recorded by the title company). MCO 304-49-11. Buyer shall provide City (or title company as the case may be) with a check at Closing for recording charges as directed on the Closing Statement.
- 13. Title Insurance.** City has no duty to provide to Buyer a title report, title insurance commitment or title insurance policy. Buyer (if it wants title insurance) shall obtain a current title insurance commitment for the Property at Buyer’s cost and promptly provide City with a copy, including any updates, and any endorsements.
- 14. Legal Possession; Occupancy.** Legal possession and occupancy of the Property shall be delivered to Buyer at Closing subject to the terms and conditions contained herein. (and subject to the leases described above (if any) and the tenants’ rights thereunder).
- 15. Special Letters; Special Assessments.** City provided, or will provide to Buyer, City’s internal special letters. If City has a title company close the transaction, City may have the title company provide the special letters to Buyer, and Buyer shall then pay the title company’s special letter service fee. City will be responsible for all special assessments levied as of as of the date of Closing. Buyer will be responsible for all special assessments after that date. City will provide details of any known or contemplated special assessments at closing.
- 16. Transfer Fee.** No real-estate-transfer fee shall be due at Closing per Wis. Stat. 77.25 (2). Buyer shall cooperate by providing to City information needed for completion of a transfer return and/or E-return.
- 17. DNS Property Recordings.** At Closing, Buyer shall execute the DNS Property Recording Form (owner registration) (MCO 200-51.5) and Vacant Building Registration (MCO 200-51.7), *if applicable*,

and provide City with a check for the required fee as shown on the Closing Statement. City shall transmit the registrations to DNS.

- 18. Personal Property.** City is not responsible for any personal property existing at the Property at Closing.
- 19. Successors and Assigns.** Once this Offer is accepted by City, this Offer binds and inures to the benefit of the parties hereto and their successors and assigns. However, Buyer may not assign any rights, or obligations under this Offer without City's prior written consent.
- 20. Facsimile/Email and Counterparts.** This Offer may be executed in one or more counterparts. Facsimile, email, or PDF signatures shall be accepted as originals.
- 21. Entire Agreement; Amendment.** This Offer constitutes the entire agreement between the parties concerning the Property and City conveyance of same to Buyer, and all prior statements, written or oral, are terminated and of no effect. This Offer may only be amended by a written agreement signed by all the parties hereto. Buyer acknowledges that any prior right of entry, site control authorization, or exclusive right to negotiate extended to Buyer or any person or entity affiliated with it has, and is, terminated.
- 22. Severable.** The terms and provisions of this Offer are 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.
- 23. Survival (no merger).** The terms, provisions, and agreements herein shall survive Closing and delivery and recording of the Deed.
- 24. Notices.** All notices permitted or required hereunder shall be considered given **(i)** upon receipt if hand-delivered by commercial courier or otherwise personally delivered, **(ii)** if sent by 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 **(iii)** within two 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><u>IF TO CITY:</u></b></p> <p>Department of City Development 809 North Broadway, 2nd Floor Milwaukee, WI 53201-0324 Phone Email:</p> <p><b>WITH COPY TO:</b></p> <p>City Attorney's Office 841 North Broadway, 7<sup>th</sup> Floor Milwaukee, WI 53202 Phone: (414) 286-TBD Email: TBD</p>	<p><b><u>IF TO BUYER:</u></b></p> <p>Entity Name: _____ Attn: _____ Address: _____ Milwaukee, WI 53_____ Phone: _____ Email: _____</p>
---	--



## 25. Remedies.

- A. General. In the event of breach of this Offer, the parties have their respective rights hereunder, and those available at law and in equity. City expressly retains all rights under Wis. Stat. Section 893.80
- B. Prior to Conveyance. If, prior to City's conveyance of the Property, Buyer assigns or attempts to assign this Offer or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon City's offer of conveyance, City may, at its option, terminate this Offer and retain any fees and/or deposits submitted by Buyer as liquidated damages.
- C. Notice of Breach and Right to Cure. Except as otherwise provided herein, in the event of default or breach ("**Default**") by either party hereto, the defaulting party shall, upon written notice from the other, cure or remedy such Default within 30 days after receipt of notice and demand to cure providing, however, that if the Default is one that cannot reasonably be cured with said 30 days, the defaulting party must diligently and faithfully pursue cure, and if the Default is not then remedied or cured with a reasonable time, or if the defaulting party fails to faithfully and diligently pursue cure, then (in any of the events described above) the aggrieved party may institute such proceedings and/or take such action to secure any rights as the aggrieved party may have available to it hereunder or at law or in equity, including, but not limited to, an action to compel specific performance and/or seeking damages.
- D. Waiver. No delay, waiver, omission or forbearance on the part of any party to exercise any right or power arising out of any other party's Default shall be deemed a waiver by that party of such right or power against the other party for any subsequent Default.
- E. City's Retained Reversionary Interest; Right to Retain the Performance Deposit.
  - (1) Notwithstanding anything to the contrary contained herein and pursuant to Wis. Stat. § 119.61(4)(c)5.b., if after 24 months from the date of the Deed from City to Buyer, the Property is unoccupied or if Buyer has failed to obtain a COO, the City may (but shall not be required to) elect to recapture ownership of the Property, with title for the Property thereby reverting to City. Nothing herein compromises City's right to otherwise seek specific performance under the Agreement. Thus, City's conveyance of title to Buyer is subject to City's reversionary interest. If City has not recorded in the Register of Deeds Office a "**Notice of Reverter**" by the end of the first day after 26 months from the date of the Deed, City's reversionary rights shall terminate.
  - (2) If the City elects to recapture and reacquire the Property, City shall record a Notice of Reverter against the Property in the Milwaukee County Register of Deeds Office. Buyer agrees that the recording of such Notice of Reverter shall have the effect of delivering and recording a deed from Buyer to City, and shall automatically terminate all of Buyer's rights, title to and interest in and to the Property (and any interest of any successor that has taken title from or through Buyer, except Permitted Successors) and revert in City, subject to rights of Permitted Successors, the full estate conveyed by the Deed. Such revesting of title in City shall be subject to, limited by, and shall not defeat, render invalid or limit (a) the lien of any mortgage authorized by this Agreement, (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage and (c) any right of any Permitted Successor, including any lessee or buyer authorized by this Agreement.

- (3) In the event that City exercises its reversionary right as set forth above, City may also retain the Performance Deposit.
- (4) City's reversionary right is a material provision of this Offer, without which, City would not have entered into this transaction.

**26. Covenants Binding on Successors in Interest; Period of Duration.** It is intended and agreed that the covenants provided in Sections 12 B., 25 E., and 33 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, City, its successors and assigns, 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 12 (B) (2) against 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 12. B (1) shall remain in effect without limitation as to time.

**27. Transfer of Property.** Buyer has not made or created, and will not, prior to the completion of the Project as certified by DCD, make or suffer to be made any other sale, assignment, conveyance, lease or transfer in any other form of or with respect to this Offer 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.

**28. Limitation Upon Encumbrance of Property.** Prior to issuance of the Certificate, neither 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 2 and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by Buyer to City. Until issuance of the Certificate, Buyer (or successor in interest) shall notify City in advance of any financing secured by mortgage or other similar lien instrument it proposes to enter into with respect to the Property and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of Buyer or otherwise.

**29. Mortgagees Not Obligated to Construct.** Notwithstanding any of the provisions of this Offer, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Offer (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 Offer to complete the construction or to guarantee such construction.

**30. Forced Delay in Performance.** Neither City nor 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 City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

**31. No Damages for Delay.** Buyer shall not be entitled to recover any damages from the City arising from or attributable to any delays in construction upon or development of the Property.

**32. Conflict of Interest; City's Representatives Not Individually Liable.** No City or MPS member, official or employee shall have any personal interest, direct or indirect, in this Offer, nor shall any such person participate in any decision relating to this Offer 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 Buyer or any successor in the event of any City default or breach or for any amount which may become due to Buyer or successor or on any obligations under the terms of this Offer.

**33. Indemnification.** Buyer agrees to defend, indemnify and hold harmless City and City's respective officers, agents and employees, from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever that may come or be asserted against City on account of: (a) Buyer's (or anyone acting for or at the direction of, or anyone claiming by, through, or under Buyer) pre-acquisition 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 Offer.

**34. Provisions Not Merged with Deed.** No provision of this Offer is intended to or shall be merged by reason of any deed transferring title to the Property from City to Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Offer.

**35. Governing Law; Jurisdiction.** This Offer shall be construed according to Wisconsin Law. The Parties agree that any action or proceeding arising out of or relating to this Offer shall be brought in a state circuit court in Milwaukee County, Wisconsin, USA or in the Federal Seventh Circuit's Eastern District of Wisconsin. The Receiving Party waives any defense of inconvenient forum to the maintenance of any action or proceeding.

**36. Public Records.** This Offer 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 acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Developer under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that the Buyer must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the final payment under this Agreement.

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

**38. Special Provisions.**

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

B. Buyer will include the provisions of paragraph A above 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.

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

**IN WITNESS WHEREOF**, Buyer and City sign and enter this Purchase and Sale Agreement & Offer as of the **Effective Date**.

<b>CITY: CITY OF MILWAUKEE</b>  By: _____ Name: Title: _____, DCD  Common Council Resolution # _____	<b>BUYER:</b> _____  By: _____  Name Printed: _____  Title: _____
--	---

**EXHIBIT A**

Document Number	QUIT CLAIM DEED
<p><b><u>After Recording, Return To:</u></b></p>  <p><b><u>Parcel Identification Number (PIN) :</u></b></p>  <p><b><u>Exempt From Fee.</u></b> This Deed and conveyance are exempt from the Wisconsin Real Estate Transfer Fee per Wisconsin Statute 77.25 (2).</p> <p><b><u>Drafted By:</u></b> City of Milwaukee, Dept. of City Development</p>	
Recording Area	

**THIS QUIT-CLAIM DEED** is made as of this \_\_\_\_ day of \_\_\_\_\_ 202 \_\_, by and from the **City of Milwaukee** ("City"), a Wisconsin municipal corporation, on behalf of the **Milwaukee Board of School Directors** ("MPS"), pursuant to Wis. Stat. 119.61, as Grantor, to [            ], a [            ] as "**Grantee.**"

**1. Conveyance of Property.** City hereby conveys and quit-claims to Grantee, on an "AS-IS, WHERE-IS" basis, with all faults and defects, known or unknown, physical or otherwise, and without representation or warranty, express or implied, all of City's right, title, and interest, whatsoever, in and to the real estate described (the "**Property**") as follows:

**Parcel Address/Tax Key:**

Property Address:  
Tax Key Number

**Legal Description:**

**2. Restrictive Covenants.** This conveyance and the Property are subject to the following Restrictive Covenants, which are binding upon Grantee, its heirs, successors and assigns. The terms and conditions of these Restrictive Covenants were material inducements to City conveying the Property to Grantee, and but for Grantee’s acceptance of the terms and conditions, City would not have conveyed the Property to Grantee.

**A. Performance Restrictive Covenant.** Grantee shall, on or before [ \_\_\_\_\_ ] (1) complete the Project as defined in the Purchase and Sale Agreement dated \_\_\_\_\_, 202\_\_\_\_ (“the Agreement”); and (2) obtain from the City Department of Neighborhood Services a Certificate of Occupancy (“COO”) for the Building.

Grantee may not convey the Property to another prior to Grantee obtaining the COO. If the City has not recorded in the Milwaukee County Register of Deeds Office against the Property any Notice of Violation by \_\_\_\_\_, 202\_\_\_\_, then this Performance Restrictive Covenant and the prohibition of Grantee not being able to convey to another shall automatically terminate of record with no need for the City to record any separate satisfaction of this Performance Restrictive Covenant.

If City does record a Notice of Violation by \_\_\_\_\_, 202\_\_\_\_, City may enforce this covenant by exercising its rights found herein and in the Agreement.

**B. Wis. Stat. § 119.61(4)(c)5.b.**—The City conveys the Property to Grantee subject to the following reversionary interest expressed herein and in the Agreement. Should the Property be unoccupied or should Grantee fail to obtain a COO by the 24-month anniversary of the date of this Deed, the City may elect to exercise its reversionary interest and recapture the Property and ownership of same, with title to the Property then reverting to City.

If the City has not recorded in the Milwaukee County Register of Deeds Office against the Property any Notice of Reverter by the end of the first day after 26 months after the date of this Deed, then this Restrictive Covenant and the City’s reversionary interest shall automatically terminate of record with no need for the City to record any separate satisfaction of this Restrictive Covenant.

**C. Tax Exemption Prohibition Restrictive Covenant.** The Property must be taxable for property-tax purposes and 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 by a 2/3 vote (MCO 304-49-13) and recording by City of a Release of Restriction with the Milwaukee County Register of Deeds.

IN WITNESS WHEREOF, City of Milwaukee, as Grantor, has caused this Deed to be executed by its duly authorized signatory as of the date first written above.

**CITY OF MILWAUKEE**

By \_\_\_\_\_

Title:  
Department of City Development  
Common Council Resolution File No.

STATE OF WISCONSIN)  
  ) ss.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, Deputy Commissioner of the Department of City Development of the City of Milwaukee, who, on the City’s behalf, executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
My commission expires: \_\_\_\_\_