

COUNTY OF MILWAUKEE

1

INTER-OFFICE COMMUNICATION

DATE: May 2, 2011
TO: Committee on Economic and Community Development
FROM: Craig C. Dillmann, Manager, Real Estate Services
SUBJECT: Status of 2011 excess property sales (**INFORMATION ONLY**)

The Real Estate Services Division of the Department of Transportation and Public Works reports to the Committee, on a monthly basis, the status of excess property sales. Attached is the monthly report for period ending April 30, 2011.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: May 16, 2011

cc. Chris Abele, County Executive
Lee Holloway, County Board Chairman
Jack Takerian, Director of Transportation and Public Works
Josh Fudge, Fiscal Management Analyst

REAL ESTATE SERVICES DIVISION

EXCESS LAND SALES STATUS REPORT

Period ending April 30, 2011

CLOSED PROPERTY – UWM, INNOVATION PARK, LLC

Property	Committee Date	Closed	Gross Proceeds
NE Quadrant County Grounds	May 11, 2009	February 15, 2011	\$ 5,000,000.00 ¹

CLOSED PROPERTIES – REAL ESTATE SALES REVENUE

Property	Committee Date	Closed	Gross Proceeds
		TOTAL	
		2011 Budget	\$ 400,000.00

PENDING PROPERTY CLOSINGS

Property	Committee Date	Pending Closing	Sale Proceeds
Block 6E, Park East Development	April 3, 2006	3 rd quarter 2011	\$ 406,000.00 ²
4812 South 39 th Street, Greenfield	January 24, 2011	2 nd quarter 2011	\$ 78,900.00
4500 North Lake Drive, Shorewood	March 7, 2011	2 nd quarter 2011	\$ 861,000.00
5478 South Packard, Cudahy	April 11, 2011	2 nd quarter 2011	\$ 18,000.00
TOTAL			\$ 1,363,900.00

GENERAL PROPERTY STATUS

Property	Committee Date	Status	Asking Price
3231 South 122 nd Street, West Allis		Available for sale	\$ 189,900.00
5414-22 South Packard Avenue, Cudahy		Available for sale	\$ 35,000.00
3618 East Grange, Cudahy		Available for sale	\$ 4,900.00
3749 East Squire, Cudahy		Available for sale	\$ 25,000.00
8450 West Beatrice Ct., Milwaukee		Available for sale	\$ 375,000.00 ³
3672 East Lunham Avenue, St. Francis	Presenting Offer	Available for sale	\$ 69,900.00
3802 East Cudahy Avenue, Cudahy		Available for sale	\$ 38,900.00
1904 S. 94 th Street, West Allis		Available for sale	\$ 14,900.00

1. First installment payment of the \$13,550,000 sales price. See attached comments for full payment schedule.

2. County's share of \$ 700,000 sales price.

3. Net proceeds to Federal Transportation Administration

REAL ESTATE SERVICES DIVISION

SUMMARY DETAIL OF PENDING PROPERTY CLOSINGS

PROPERTY	BUYER	CLOSING	COMMENTS
Block 6E, Park East	Rainier Properties II, LLC	3 rd quarter 2011	Option extension granted until June 30, 2011. If Buyer exercises option closing to occur within 30 days.
4500 North Lake Drive	Smith Joint Revocable Trust	2 nd quarter 2011	Closing date extended to on or before May 31, 2011 to clear title to the property.
4812 South 39 th Street	Pauline Steinke	2 nd quarter 2011	Closing date extended to on or before May 6, 2011 to clear title to the property.
5478 South Packard	Patrick Wiita	2 nd quarter 2011	Closing date per contact is on or before May 31, 2011
NE Quadrant County Grounds	UWM, Innovation Park, LLC	February 15 2011	<p>Initial \$5 million paid at closing.</p> <p>County Board extended each of the purchase price installment payment dates after closing by twenty-four (24) months as follows:</p> <ul style="list-style-type: none"> • Second \$5 million payable on February 15, 2014 • \$887,500 payable on February 15, 2015 • \$887,500 payable on February 15, 2016 • \$887,500 payable on February 15, 2017 • \$887,500 payable on February 15, 2018

INTER-OFFICE COMMUNICATION

DATE: May 2, 2011

TO: Supervisor Theo Lipscomb, Vice Chairperson
Committee on Economic & Community Development

FROM: Craig C. Dillmann, Manager, Real Estate Services

SUBJECT: Offer to purchase on a County-owned single-family house located at 3672 East Lunham Avenue in the City of St. Francis, Wisconsin.

POLICY ISSUE:

County Board Resolution File No. 11-14 was established by the County Board Chairperson relative to offers-to-purchase on lands under County control.

BACKGROUND:

The Real Estate Division of the Department of Transportation and Public Works received an offer to purchase on an excess County-owned single-family house located at 3672 East Lunham Avenue in the City of St. Francis. A copy of the offer and an exhibit depicting the location of the property are attached.

The subject property, appraised at \$67,000, consists of a three bedroom, one-bath, house with an attached two car garage situated on an approximately 46' X 127' lot. The Milwaukee County Treasurer acquired the property for delinquent taxes by foreclosure proceedings. The house and garage are in poor condition and are in need of complete interior and exterior rehabilitation. The property is on the market at an asking price of \$69,900.

The property has been on the market since November of 2008 and viewed by many interested parties. Due to the condition of the property most conventional buyers were overwhelmed. Those parties that were interested in the property wanted to renovate and resell the property as an investment. Therefore, investment buyers considered offering prices at a fraction of the appraised value to insure a profit margin.

The offer is from Betty Jane Gupton in the amount of \$66,500 cash. Ms. Gupton plans to renovate the house and garage and use the property as her permanent residence. Staff has shown the property to several of her contractors to confirm the renovation costs.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the County Board acceptance of the above-described offer from Betty Jane Gupton in the amount of \$66,500.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: May 16, 2011
Attachments

cc: Chris Abele, County Executive
Lee Holloway, County Board Chairman
Patricia Jursik, 8th District
Jack Takerian, Director, Transportation and Public Works
Josh Fudge, Fiscal Management Analyst

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 04/15/2011 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING
2 BROKER) (AGENT OF BUYER AND SELLER) **STRIKE ONES NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Betty Jane Gupton,, offers
4 to purchase the Property known as [Street Address] 3672 East Lunham
5 in the City of St. Frances
6 County of Milwaukee Wisconsin (Insert additional description, if any, at lines 165-172 or 438-444 or attach
7 as an addendum per line 436), on the following terms:

8 ■ PURCHASE PRICE: Sixty-Six Thousand, Five Hundred Dollars (\$ 66,500.00).

9 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 5,000.00 will be
11 mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or _____

12 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

13 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the Purchase Price the Property, all Fixtures on the Property on
14 the date of this Offer not excluded at lines 17-18, and the following additional items: None

15 ■ NOT INCLUDED IN PURCHASE PRICE: None

16 **CAUTION: Identify Fixtures that are on the Property (see lines 185-195) to be excluded by Seller or which are rented**
17 **and will continue to be owned by the lessor.**

18 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
19 **included/excluded.**

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but
21 identical copies of the Offer.

22 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
23 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

24 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
25 on or before June 10, 2011. Seller may keep the Property

26 on the market and accept secondary offers after binding acceptance of this Offer.
27 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

28 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF
29 THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF
30 MARKED N/A OR ARE LEFT BLANK.

31 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
32 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-55.

33 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
34 named at lines 50 or 53.

35 (2) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
36 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at lines 50 or 53
37 for delivery to the Party's delivery address at lines 51 or 54.

38 (3) Fax: fax transmission of the document or written notice to the following telephone number:
39 Buyer: (_____) Seller: (411) 223-1917

40 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
41 or to the Party's recipient for delivery if named at lines 50 or 53 for delivery to the Party's delivery address at lines
42 51 or 54.

43 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at lines
44 52 or 55. If this is a consumer transaction where the property being purchased is used primarily for personal, family or
45 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of
46 electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

47 Seller's recipient for delivery (optional): Gerald A. Baker

48 Delivery address for Seller: 2711 West Wells Street, 3rd Floor, Milwaukee, WI 53208

49 E-Mail address for Seller (optional): gerald.baker@milwcnty.com

50 Buyer's recipient for delivery (optional): Betty Jane Gupton

51 Delivery address for Buyer: 2754 S. 15th Street, Milwaukee, WI 53215

52 E-Mail address for Buyer (optional): bettyjanegupton@yahoo.com

53 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
54 constitutes Personal Delivery to, or Actual Receipt by all Buyers or Sellers.

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58 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 59 Offer at lines 165-172 or 438-444 or in an addendum attached per line 436. At time of Buyer's occupancy, Property shall be
 60 in broom swept condition and free of all debris and personal property except for personal property belonging to current
 61 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if
 62 any.

63 **DEFINITIONS**

- 64 ■ **ACTUAL RECEIPT:** "Actual receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 65 written notice physically in the Party's possession, regardless of the method of delivery.
- 66 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions affecting the Property or transaction" are
 67 defined to include:
- 68 a. Defects in the roof.
 - 69 b. Defects in the electrical system.
 - 70 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included
 71 in the sale.
 - 72 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
 - 73 e. Defects in the well, including unsafe well water.
 - 74 f. Property is served by a joint well.
 - 75 g. Defects in the septic system or other sanitary disposal system.
 - 76 h. Underground or aboveground fuel storage tanks on or previously located on the property. (If "yes", the owner, by law,
 77 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707,
 78 whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of
 79 unused tanks.)
 - 80 i. "LP" tank on the property (specify in the additional information whether the tank is owned or leased).
 - 81 j. Defects in the basement or foundation (including cracks, seepage and bulges).
 - 82 k. Property is located in a floodplain, wetland or shoreland zoning area.
 - 83 l. Defects in the structure of the Property.
 - 84 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
 - 85 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
 - 86 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in
 87 paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the
 88 Property. **NOTE: specific federal lead paint disclosure requirements must be complied with in the sale of most
 89 residential properties built before 1978.**
 - 90 p. Presence of asbestos or asbestos-containing materials on the Property.
 - 91 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 92 substances on neighboring properties.
 - 93 r. Current or previous animal, insect, termite, powder-post beetle or carpenter ant infestations.
 - 94 s. Defects in a wood burning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the
 95 Property.
 - 96 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 97 without required permits.
 - 98 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
 - 99 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
 - 100 w. Remodeling that may increase Property's assessed value.
 - 101 x. Proposed or pending special assessments.
 - 102 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 103 assessments against the real property located within the district.
 - 104 z. Proposed construction of a public project that may affect the use of the Property.
 - 105 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 106 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
 - 107 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
 - 108 cc. Any land division involving the Property for which required state or local permits had not been obtained.
 - 109 dd. Violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on
 110 all levels of all residential properties.**
 - 111 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 112 Property.
 - 113 ff. Other defects affecting the Property.
- 114 (Definitions Continued on page 4)

DEFINITIONS CONTINUED FROM PAGE 2

173
 174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
 175 excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the
 176 last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public
 177 holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not
 178 receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from
 179 the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
 180 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such
 181 as closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the property; that would
 183 significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would
 184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
 189 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and
 190 attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 191 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and
 192 accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on
 193 permanent foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
 195 **conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-6.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
 199 rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various
 200 formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon
 201 the formula used.

202 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, land, building or**
 203 **room dimensions, if material.**

204 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller
 205 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant
 206 change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any
 207 defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

208 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 209 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 210 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling
 211 price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer.
 212 No later than closing, Seller shall provide Buyer with lien waivers for all repairs and restoration. If the damage shall exceed
 213 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 214 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 215 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible
 216 on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds
 217 shall be held in trust for the sole purpose of restoring the Property.

Property Address: 3672 East Lunham, St. Frances, WI**IF LINE 219 IS NOT MARKED OR IS MARKED N/A LINES 259-265 APPLY.**

218

219 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ days of
 220 **[INSERT LOAN PROGRAM OR SOURCE]** first mortgage loan commitment as described below, within _____ days of
 221 acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term
 222 of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest
 223 shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes,
 224 hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment
 225 premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan.
 226 If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the
 227 same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
 228 maintain the term and amortization stated above.

229 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 230 or 231.**

230 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 231 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 232 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 233 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 234 and interest may be adjusted to reflect interest changes.

235 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
 236 165-172 or 438-444 or in an addendum attached per line 436.

237 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 238 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan
 239 described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan
 240 commitment no later than the deadline at line 220. **Buyer and Seller agree that delivery of a copy of any written loan**
 241 **commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of**
 242 **the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
 243 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
 244 **unacceptability.**

245 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
 246 **provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
 247 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
 248 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

249 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
 250 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 251 commitment.

252 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 253 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 254 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 255 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 256 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for
 257 closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to
 258 obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

259 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Buyer shall provide Seller within 7 days of acceptance written
 260 evidence from a financial institution or a third party in control of the funds, that Buyer shall have the required funds available
 261 at closing. If Buyer does not provide written evidence, Seller has the right to terminate this Offer by delivering written notice to
 262 Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller
 263 agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that
 264 this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency,
 265 nor does the right of access for an appraisal constitute a financing contingency.

266 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or a lender of Buyer's choice having the Property
 267 appraised by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the
 268 date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This
 269 contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller, and to listing
 270 broker if Property is listed, a copy of the appraisal report which indicates that the appraised value is not equal to or greater
 271 than the agreed upon purchase price. If the appraisal report does not indicate an appraised value for the Property equal to or
 272 greater than the agreed upon purchase price, Buyer may terminate this Offer upon written notice to Seller.

273 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider**
 274 **whether deadlines provide adequate time for performance.**

275 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 276 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
 277 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
 278 data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing
 279 concession information and data, and related information regarding seller contributions, incentives or assistance, and third
 280 party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

281 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 282 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
 283 defaulting party to liability for damages or other legal remedies.

284 If Buyer defaults, Seller may:

- 285 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 286 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
 287 actual damages.

288 If Seller defaults, Buyer may:

- 289 (1) sue for specific performance; or
 290 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

291 In addition, the Parties may seek any other remedies available in law or equity.

292 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation
 293 and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute
 294 resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate
 295 in a court of law those disputes covered by the arbitration agreement.

296 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 297 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 298 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 299 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 300 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

301 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 302 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
 303 and inures to the benefit of the Parties to this Offer and their successors in interest.

304 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 305 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 306 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

Property Address: 3672 East Lunham, St. Francis, WI

307 **N/A** **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
308 property located at _____, no later than _____. If Seller accepts
309 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a
310 written waiver of the Closing of Buyer's Property Contingency and _____

311
312 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
313 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
314 Receipt of said notice, this Offer shall be null and void.

315 **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
316 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice
317 prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary
318 buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of
319 Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance
320 of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this offer becomes primary.

321 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
322 occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in
323 this Offer except: None

324 _____
325 _____ . If "Time is of the Essence" applies to a date or
326 deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
327 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

328 **TITLE EVIDENCE**

329 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
330 (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning
331 ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services,
332 recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in
333 Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and None

334 _____
335 _____
336 _____
337 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
338 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

339 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
340 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
341 **making improvements to Property or a use other than the current use.**

342 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
343 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
344 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's
345 lender.

346 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
347 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
348 after the effective date of the title insurance commitment and before the deed is recorded, provided the title company will
349 issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that
350 title is not acceptable for closing (see lines 356-362).

351 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
352 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title
353 to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 329-
354 337, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
355 exceptions, as appropriate.

356 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
357 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days,
358 to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
359 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
360 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
361 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
362 merchantable title to Buyer.

363 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 364 prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
 365 Buyer.

366 **CAUTION: Consider a special agreement if area assessments, property owner's association assessments, special**
 367 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 368 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 369 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 370 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 371 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

372 **EARNEST MONEY**

373 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 374 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or
 375 otherwise disbursed as provided in the Offer.

376 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 377 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 378 **disbursement agreement.**

379 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 380 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest
 381 money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the
 382 earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 383 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 384 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 385 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or
 386 (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to
 387 file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees,
 388 not to exceed \$250, prior to disbursement.

389 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 390 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior
 391 to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If
 392 Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding
 393 disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential
 394 property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 395 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless
 396 from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of
 397 Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18.

398 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part
 399 of this offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property,
 400 other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are
 401 hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials
 402 from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers
 403 and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this
 404 Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 405 authorization for inspections does not authorize Buyer to conduct testing of the Property. NOTE: Any contingency
 406 authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
 407 environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.
 408 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 409 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 410 Seller, and to listing broker if Property is listed. Seller acknowledges that certain inspections or tests may detect
 411 environmental pollution which may be required to be reported to the Wisconsin Department of Natural
 412 Resources.

Property Address: 3672 East Lunham, St. Frances, WI

413 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 398-412). This
414 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which
415 discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third
416 party performing an inspection of _____
417 _____ (list any Property component(s) to be separately inspected,
418 e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
419 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
420 from an authorized inspection performed provided they occur prior to the deadline specified at line 423.

421 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**
422 **well as any follow-up inspection(s).**
423 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller, and to listing
424 broker if Property is listed, a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in
425 those report(s) to which Buyer objects (Notice of Defects).

426 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
427 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions
428 the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

429 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** have a right to cure the Defects. (Seller shall have a right to cure
430 if no choice is indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to
431 Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the
432 Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days
433 prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
434 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers
435 written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

436 **ADDENDA:** The attached Lead Base Paint Adendum is/are made part of this Offer.

437 **ADDITIONAL PROVISIONS/CONTINGENCIES**
438 _____
439 _____
440 _____
441 _____
442 _____
443 _____

444 This Offer was drafted on APRIL 12, 2011 [date] by [Licensee and Firm] GERALD BAKER, MILW-CNTY

446 Betty Jane Gupton Betty Jane Gupton 4/12/11
447 Buyer's Signature ▲ Print Name Here ▶ Date ▲

448 (x) _____ Date ▲
449 Buyer's Signature ▲ Print Name Here ▶

450 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

451 _____ Broker (By) _____
452 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
453 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
454 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
455 **COPY OF THIS OFFER.**

456 (x) _____ Date ▲
457 Seller's Signature ▲ Print Name Here ▶ Craig Dillmann Manager, R.E.

458 (x) _____ Date ▲
459 Seller's Signature ▲ Print Name Here ▶

460 This Offer was presented to Seller by [Licensee and Firm] _____ on
461 _____ at _____ a.m./p.m.

462 This Offer is rejected _____ This Offer is countered [See attached counter] _____
463 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 3672 East Lunham Avenue, St. Francis,
11 _____, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.**

Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: NONE

15 _____
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20 NONE
21 _____ *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) _____ (Date) ▲
26 (ALL Sellers' signatures)▲ Print Names Here ▶ Craig Dillmann, Mgr. Real Estate

Seller Obligations under the Federal Lead-Based Paint Disclosure Rules

27
28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
 56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
 57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
 60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
 61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
 62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
 63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
 64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
 65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
 66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
 68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
 69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
 70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
 71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
 72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
 74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
 75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
 77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
 79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
 81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
 82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
 83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
 84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
 86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
 90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
 91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred
 93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
 95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
 97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
 99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
 100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
 102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
 104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
 105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
 106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
 107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
 109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular
 110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
 112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
118 knowledge, that the information provided by them is true and accurate.

119 (X) _____ (Date) ▲
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

121 (X) _____ (Date) ▲
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY. ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** have a right to cure [if neither struck, Seller shall have the right to
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
146 in conformance with the requirements of all applicable law.

147 Buyer elects the LBP contingency Buyer has attached to this Addendum S.
148 Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
154 knowledge, that the information provided by them is true and accurate.

155 (X) Betty Jane Gupton Betty Jane Gupton _____ 4/15/11 (Date) ▲
156 (ALL Buyers' signatures) ▲ Print Names Here ▶ BETTY JANE GUPTON
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(ITEM) Reference file established by the County Board Chairperson relative to offers to purchase on lands under County control with an undesignated use, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Real Estate Division of the Department of Transportation and Public Works received an offer to purchase on an excess County-owned single-family house located at 3672 East Lunham Avenue in the City of St. Francis; and,

WHEREAS, the subject property, appraised at \$67,000, consists of a three bedroom, one-bath, house with an attached two car garage situated on an approximately 46' X 127' lot; and

WHEREAS, the Milwaukee County Treasurer acquired the property for delinquent taxes by foreclosure proceedings. The house and garage are in poor condition and are in need of complete interior and exterior rehabilitation. The property is on the market at an asking price of \$69,900; and

WHEREAS, the property has been on the market since November of 2008 and viewed by many interested parties. Due to the condition of the property most conventional buyers were overwhelmed. Those parties that were interested in the property wanted to renovate and resell the property as an investment. Therefore, investment buyers considered offering prices at a fraction of the appraised value to insure a profit margin; and

WHEREAS, the offer is from Betty Jane Gupton in the amount of \$66,500 cash. Ms. Gupton plans to renovate the house and garage and use the property as her permanent residence. Staff has shown the property to several of her contractors to confirm the renovation costs; and

WHEREAS, the Committee on Economic and Community Development at their meeting on May 16, 2011 recommended acceptance of the above-described offer from Betty Jane Gupton in the amount of \$66,500; now, therefore,

BE IT RESOLVED, that the Manager of Real Estate Services is hereby authorized to sign the above described offer to purchase from Betty Jane Gupton; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are hereby authorized to convey by Warranty Deed the subject property located at 3672 East Lunham Avenue in the City of St. Francis to Betty Jane Gupton and/or assigns for the consideration of \$66,500, pursuant to the terms and conditions of her offer to purchase.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 27, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Offer to purchase on a County-owned single-family house located at 3672 East Lunham Avenue in the City of St. Francis, Wisconsin.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input checked="" type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input checked="" type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|--|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$ 1,000	
	Revenue	\$ 66,500	
	Net Cost	- \$ 65,500	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

FISCAL NOTE: Sale proceeds less expenses will be deposited in the Sale of Capital Assets Account 5804-4905:

Department/Prepared By Craig C. Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

MILWAUKEE
REGIONAL
MEDICAL
CENTER



3

January 5, 2011

FILE NO. 11-60

Michael Mayo, Chairman
Milwaukee County Board of Supervisors
Courthouse, 901 N. 9th St.
Milwaukee, WI 53233

Lee Holloway, County Executive
Milwaukee County
Courthouse, 901 N. 9th St.
Milwaukee, WI 53233

Re: Milwaukee Regional Medical Center
Child Daycare Center, County Grounds

Dear Messrs. Holloway and Mayo:

Milwaukee Regional Medical Center, Inc ("MRMC") is requesting the necessary approvals from the Milwaukee County Board of Supervisors in connection with MRMC's proposed sale of its child daycare facility at 8624 W. Watertown Plank Rd., Wauwatosa (the "Facility"), which is situated on land leased by MRMC from Milwaukee County.

MRMC constructed the 13,670 square-foot Facility in 1991 on a 1.7475 acre parcel of land leased from the County pursuant to a lease effective June 12, 1990 (the "Lease"). The term of the Lease is 50 years with rental at one dollar (\$1.00) per year for the first 30 years and market value thereafter. Under the terms and conditions of the Lease, any sublease or assignment requires approval from the County.

MRMC contracts with a private operator for the operation of the child daycare at the Facility. The daycare is open to the general public, and is not exclusive to employees of MRMC's members.

The 20-year old Facility is in need of remodeling and physical upgrade to continue to meet child daycare standards and to meet the expectations of today's child daycare customers. The current Facility has the capacity to serve 175 daycare

customers and needs to be expanded to a capacity which will make it economically feasible. The prospective purchaser of the Facility is willing to make such investment and believes such investment would allow the daycare to continue as a viable enterprise serving the childcare needs of the community.

MRMC respectfully requests that this matter be referred to the Milwaukee County Board of Supervisors' Committee on Economic and Community Development Committee and/or County staff to determine appropriate approval(s) and action.

Respectfully Submitted,



William Hatcher, Executive Director, MRMC

CC by email: William Petasnick, Chairman, MRMC Board of Directors
Supervisor Theodore Lipscomb, Vice Chairman, ECD Committee
Terry Cooley, County Board Chief of Staff
Jack Takerian, Director, DTPW
Craig Dillmann, Manager of Real Estate, DTPW
Glenn Bultman, County Board Research Analyst
Julie Esch, County Board Research Analyst

**MILWAUKEE COUNTY
INTER-OFFICE MEMORANDUM**

DATE: February 8, 2011

TO: Craig Dillmann, Manager, Real Estate Services, DTPW
Glenn Bultman, Research Analyst, County Board
Julie Esch, Research Analyst, County Board

FROM: Linda K. Durham, Committee Clerk
Economic and Community Development Committee

SUBJECT: **File No. 11-60 - From the Executive Director, Milwaukee Regional Medical Center, requesting authorization for the approval of the proposed sale of child daycare facility at 8624 W. Watertown Plank Road which is situated on land leased by MRMC from Milwaukee County.**

The Committee on Economic and Community Development, at its meeting on January 24, 2011, considered the subject file.

Thereafter, Supervisor Johnson made a motion to refer the subject item to departmental staff and County Board staff for review and recommendation.

This memorandum is to serve as a referral to all parties concerned.

Please forward a copy of your response to me for the official file.

Note: If you have already complied with this request, please disregard. Thank you.

Linda K. Durham

Committee Clerk

cc: Supervisor Theodore Lipscomb
Supervisor Willie Johnson

COUNTY OF MILWAUKEE
Interoffice Memorandum

DATE: May 9, 2011

TO: Lee Holloway, County Board Chairman, Lynne DeBruin Supervisor Chairman,
Economic and Community Development Committee and Committee Members

FROM: Freida Webb, Director, Community Business Development Partners

**SUBJECT: INFORMATIONAL MONTHLY UPDATE ON DEPARTMENTAL
WAIVERS**

Directive

At the request of the Committee on Economic and Community Development, the Office of Community Business Development Partners (CBDP) provides a monthly update on waivers requested and granted to various Milwaukee County departments that come through the office.

Background

The Office of Community Business Development Partners (CBDP) is responsible for implementing Federal and Milwaukee County DBE regulations. Implementation of the regulations includes establishing DBE goals on both Federal and County funded contracts, as well as monitoring the DBE compliance of departments. DBE goals are established on Federal and County contracts where there are **“ready, willing and able” DBE firms available for contracting and or subcontracting opportunities.**

In 1999 the Disadvantaged Business Enterprise (DBE) Program rules were substantially revised due to legal challenges to some Programs. Thus requiring all recipients of such federal funds to review and revise their programs accordingly. As a result, Milwaukee County after both public and private stakeholder input determined and approved in 2000 by action of the County Board to establish and maintain one Program based upon the federal Disadvantaged Business Enterprise (DBE) Program rules and standards based upon federal guidelines. This 2000 action of the County Board and County Executive established and adopted rules and regulations of the US Department of Transportation, Office of the Secretary per the Federal Register 49 CFR Part 26 over both Milwaukee County federal funded projects and Milwaukee County funded projects.

These rules and regulations based upon Federal Register 49CFR Part 26 also include the goal setting requirements, the formula that determines and establishes the goals for federal and county funded contracts. All federal funding recipients including Milwaukee County are required to adhere per the numbers of their “ready, willing and able firms”.

**Economic & Community Development (ECD) Committee
 Community Business Development Partners (CBDP),
 DBE Waiver Report April 2011
 May 9, 2011
 Page 2**

That is a firm certified as Disadvantaged Business Enterprise {DBE} firms. This is the rationale and justification for our goals as follows:

Construction	25%
Time & Material (Construction)	25%
Professional Services	17%
Purchase of Service Agreements	17%
Procurement	10%

The Federal Register of February 3, 2010 issued these requirements, the details.

When the CBDP office receives a waiver request from a department, it is first reviewed by the department then forwarded to the County Board Chairman with a recommendation to either grant or deny the request. The Chairman may request CBDP gather more information to provide clarification regarding issues such as: 1) Is there anything else that can be done, directly or indirectly to include DBEs; 2) If DBE participation is not possible, is there a way to improve equal employment opportunity representation (i.e., employee diversity); and or 3) Can DBE participation be included for this company in other areas not related to this project.

In summary County Board Chairman Lee Holloway always make sure that additional steps have been taken to assure maximum DBE participation, or if not direct then “indirect” DBE participation. When and if all else fails the prime contractors must submit documentation to prove their Good Faith Efforts (GFE) which CBDP must then review to determine if it should be approved.

Waiver Report Summary

Thus the Milwaukee Community Business Development Partners (CBDP), Disadvantaged Business Enterprise (DBE) Waiver Report for April 2011 is as follows (see attachment wit details):

Total Contract \$ Amount for April 2011	\$9,558,823.19
Total Approved Waivers \$ Amount	\$ 00.00
Total Unapproved Waivers	0.00
Percentage of Waived for April 2011	0.00%

**Economic & Community Development (ECD) Committee
Community Business Development Partners (CBDP),
DBE Waiver Report April 11, 2011
May 9, 2011
Page 3**

Please see attachments respectively for details.

Prepared by:

Mildred Hyde-Demoze
CBDP Certification Manager

Keith Garland
CBDP Contract Compliance Manger

Approved by:

Freida Webb, Director _____
Freida Webb, Director

April 2011
Wavier Report

DEPARTMENT	Consultants /Contractors	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
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CBDP approved waivers

Milwaukee County Zoo	Ala Carte 2011	Ala Carte	Undetermined	Approved Waiver
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**Contracts issued without CBDP review
None**

Total Contract \$ Amount for April	\$9,558,823.19
Total Approved Waiver \$ Amount	\$0.00
Total Unapproved Waiver \$ Amount	\$0.00
Percentage Waived	0.00%

¹ Waviers approved by CBDP Department with County Board Chairman's Approva

² Contracts issued without DBE goals by departments without CBDP review or approval.
CBDP is only made aware of these projects when accounts payable department forwards
new contact information to CBDP