

INTER-OFFICE COMMUNICATION

DATE: May 23, 2011

TO: Milwaukee County Board Chairman Lee Holloway

FROM: Damon M. Dorsey, Director of Economic Development
Department of Transportation and Public Works

SUBJECT: From the City of Milwaukee requesting the release of a deed restriction and Licensing Agreement on a parcel known as “Area 10”, which is located near Miller Park.

POLICY ISSUE

Releasing a deed restriction on parcel, called “Area 10”, in which Milwaukee County currently has an interest and transferring the Deed restriction to another parcel as fair compensation.

BACKGROUND

P&H Mining has made major investments in its plant on Milwaukee’s near southside. As a result of the new investment, P&H expects to expand its business and create a significant number of new jobs. P&H is a firm that values the safety of its employees and is committed to ensuring that all hazards are minimized within and around its plant. Currently, P&H employees must cross a busy National Avenue to access the current parking lot; at least four employees have been struck by vehicles while crossing National Avenue. To minimize the danger that employees face, P&H is committed to securing safer parking for its employees.

The City of Milwaukee (“the City”), in an effort to support the needs of P&H Mining, has constructed an arrangement for the City to acquire a parcel just west of the P&H plant, called “Area 10”, and then sell the land to P&H for its parking needs. Currently, the Area 10 parcel is owned by the State of Wisconsin (“the State”).

Area 10 is 2.7 acres and is located just east of HWY 41 (see map), near National Avenue. Area 10 was transferred to the State of Wisconsin by Milwaukee County to be used solely for the construction and operation of a major league baseball park; the deed restriction that currently sits on the parcel was meant to protect the interest of Milwaukee County if the parcel is no longer to be used for the operation of a Major League Ball Park. As it is, Area 10 can not be sold for any other use other than the operation of a Major league Baseball Park.

The City's plan to unencumber, acquire and then sell Area 10 is detailed in a document called the Land Transfer Agreement (see attached), which was endorsed by the State on December 28, 2010. The Effective Date of the Agreement is November 19th 2010. The Land Transfer Agreement (LTA) has the following tenets:

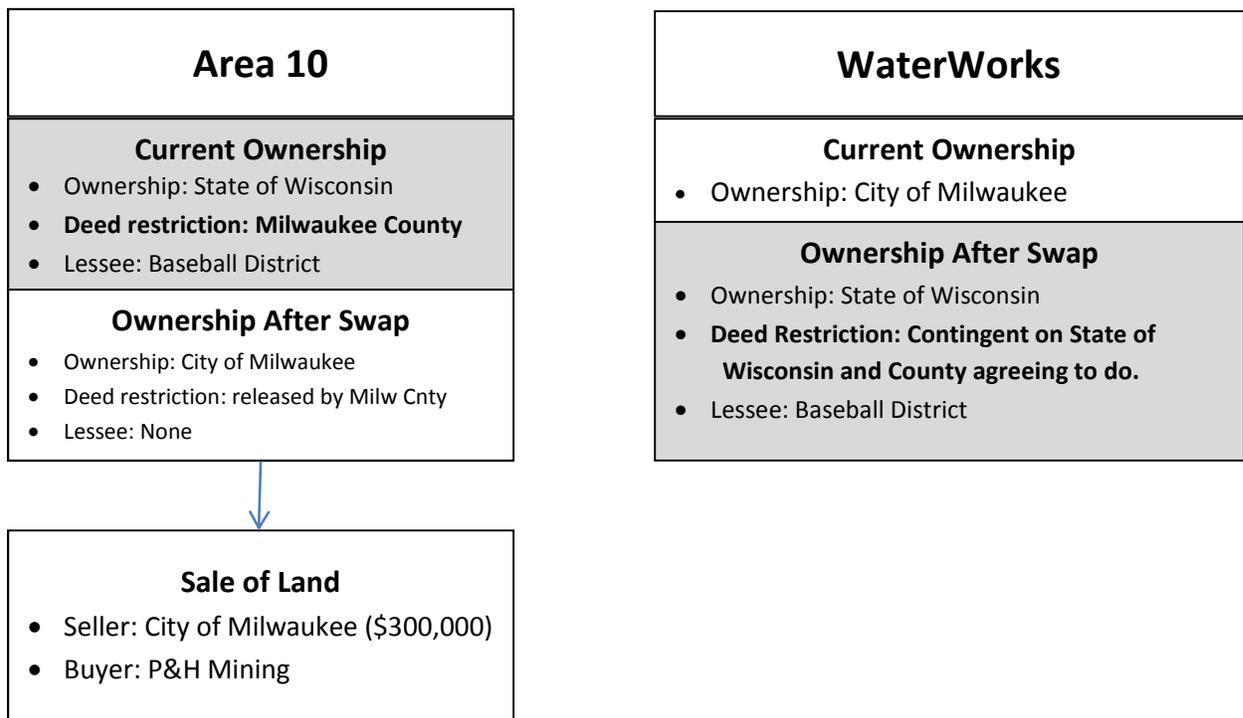
- All parties (including Milwaukee County) with an interest in the Area 10 parcel would need to release their interest in Area 10, which would then unencumber the parcel for sell to P&H Mining by the City of Milwaukee.
- To compensate parties for releasing their interest in the 2.5 acre Area 10 parcel, the City of Milwaukee has offered to provide ownership/interest of its 3.5 acre WaterWorks parcel in a land swap – essentially transferring the interest of all parties from the Area 10 parcel to the WaterWorks parcel.
- Parties having an interest in Area 10 that would need to release and transfer their interest to the WaterWorks parcel include the following:
 - **State of Wisconsin:** As the current owner of the Area 10 parcel the State of Wisconsin has agreed (in the LTA) to release its interest in the Area 10 parcel in exchange for the City's Waterworks parcel. Currently the State owns Area 10 and leases the space to the Baseball District. The lease term is for 99 years.
 - **Milwaukee County:** In 1996, Milwaukee County conveyed Area 10 to the State of Wisconsin (at zero cost to the State) for the purpose of supporting the construction and operation of Miller Park. The County received no direct or upfront compensation for the conveyance of the parcel. To ensure that the land conveyed to the Baseball District (“the District”) was to be used by the District solely for the operation of a Major League baseball park, the Milwaukee County Board placed restrictive deed covenant on the land: If, at some point in the future, the parcels are not to be used for the operation of a Major League baseball park, then the parcels will be conveyed back to the County. As it is, with the restrictive covenant on the land, the land can not be transferred or sold unless the buyer operates a major league baseball park.
 - **The Baseball District/Milwaukee Brewers:** The Baseball District and the Milwaukee Brewers agreed to release their interest in Area 10 on the condition that the District be offered interest in a site of comparable size and proximity to Miller Park. The City of Milwaukee offered the WaterWorks parcel as a viable leasing alternative to Area 10. The Baseball District and the Milwaukee

Brewers agreed that the WaterWorks parcel is a viable alternative and endorsed the LTA.

➤ **The Veterans Administration (VA):** The VA has an interest in the Area 10 site and is working with the City of Milwaukee to release its interest.

- The transaction must take place within 210 days from the Effective Date of November 19th, 2010 or June 17th.

Diagram of Transaction: All Parties with interest in Area 10 would transfer their interest to the WaterWork parcel, and the City would transfer its interest from the WaterWorks parcel to the Area 10 parcel. Once the City gains control of the unencumbered Area 10 parcel, it can then sell the parcel to P&H Mining.



ISSUES

Transferring the Deed Restriction: The Land Transfer Agreement does mention that the County can transfer its deed restrictions to the WaterWorks parcel “if and only to the extent required by Milwaukee County as a condition to such release, approval to encumber the Water Works Parcel with the Milwaukee County Restrictions.” However, there is no mechanism or agreement binding the State to accept this transaction as a condition of the Land Transfer Agreement. [Note: There has been a change of administration at the State since the Land Transfer Agreement was originally authorized, and an update of the State’s position may be warranted.]

Acknowledgement of Termination of License: In 1951, Milwaukee County granted to the State, its Highway Commission, and the City of Milwaukee a license to construct “a highway and related appurtenances upon certain real estate then owned by Milwaukee County.” In 1996, the parcel was conveyed from the County to the State for the construction of Miller Park, effectively terminating the license. To release all claims to the Area 10 parcel, Milwaukee County must also acknowledge that this license is effectively terminated.

RECOMMENDATION

Given the urgent need for P&H Mining to acquire safer and more secure parking to support the expansion of its operations and the creation of new jobs, staff respectfully requests approval from the County Board of Directors for 1) releasing the Deed Restriction on “Area 10” and 2) approval for acknowledging the Termination of License on the Area 10 parcel, contingent on the State of Wisconsin formally approving the transfer of the deed restriction from the Area 10 parcel to the WaterWorks parcel.

FISCAL NOTE

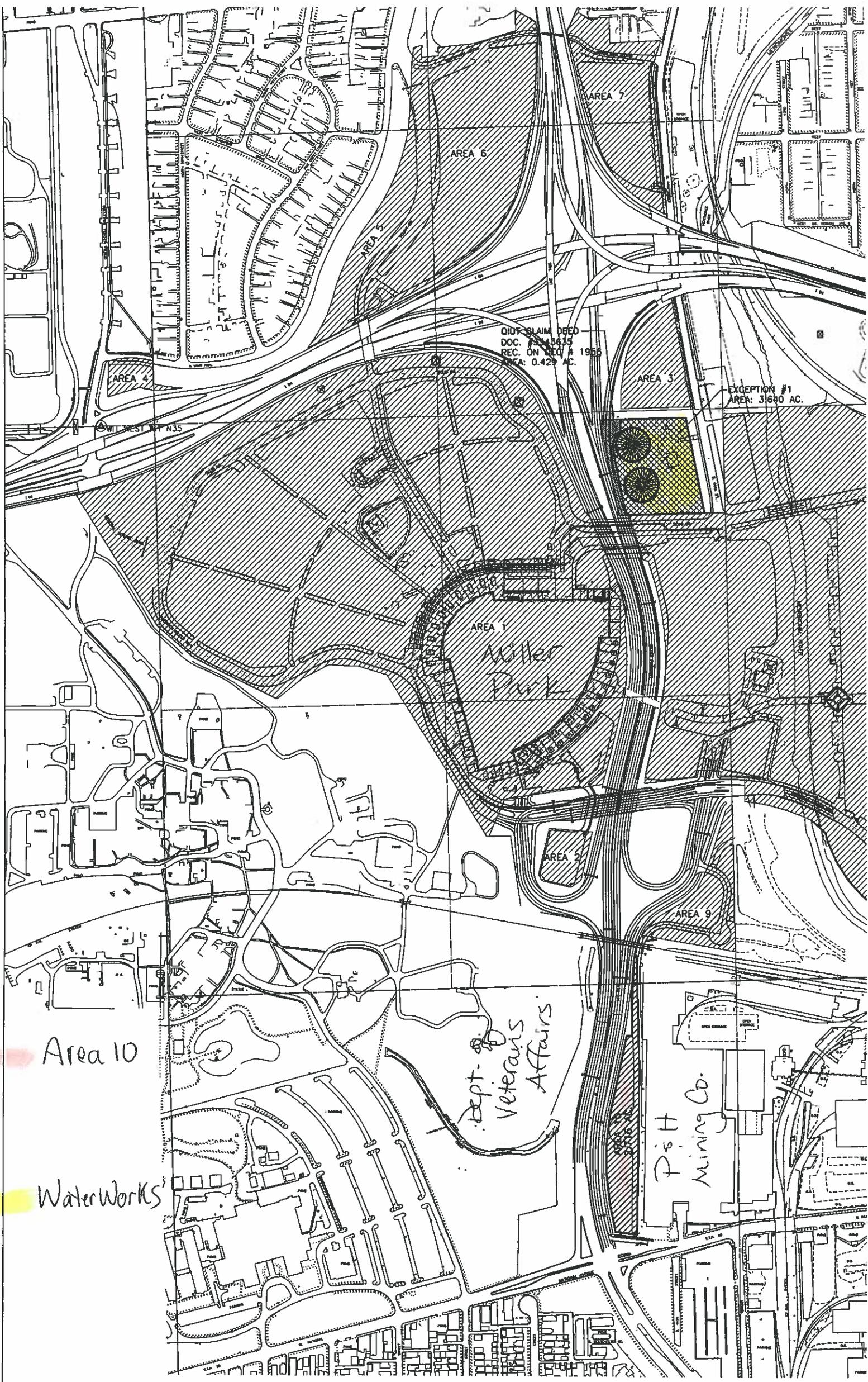
There is no fiscal impact.

Damon M. Dorsey,
Director of Economic Development

Meeting Date: June 13, 2011
Attachments

cc: Chris Abele, Milwaukee County Executive
Jack Takerian; Director, Transportation and Public Works
George Aldrich, Chief-of-Staff, County Executive’s Office
Terry Cooley, Chief-of-Staff, County Board of Supervisors

ed\committee\Deed Restriction Area 10



1
2
3
4 (ITEM)
5

6 **A RESOLUTION**
7

8 WHEREAS, in 1951, pursuant to Document No. 3066121 recorded in office of
9 the Milwaukee County Register of Deeds, Milwaukee County granted to the State of
10 Wisconsin, its Highway Commission, and the City of Milwaukee a certain license to
11 construct a highway and related appurtenances upon certain real estate then owned by
12 Milwaukee County (the "License"); and
13

14 WHEREAS, in 1996 Milwaukee County subsequently conveyed said real estate
15 to the State of Wisconsin pursuant to Quit Claim Deed, Document No. 7308803; and
16

17 WHEREAS, grantor entered into a certain Quitclaim Deed, dated October 21,
18 1996, recorded in the office of the Milwaukee County Register of Deeds as Document
19 No. 7308803, conveying certain real property to the State of Wisconsin (the "Deed");
20 and
21

22 WHEREAS, the said conveyance was made subject to certain terms, restrictions
23 and conditions; and
24

25 WHEREAS, the State of Wisconsin desires to convey a 2.716-acre portion of
26 said real property to the City of Milwaukee which, in turn, intends on conveying said
27 property to a third-party corporation for use in its business operations; and
28

29 WHEREAS, grantor desires to release its claims and restrictions upon the said
30 2.716 acres of property to permit the contemplated conveyance and subsequent use;
31 now, therefore,
32

33 BE IT RESOLVED, that the Milwaukee County Executive shall authorize the
34 Deed of Release by and between Milwaukee County, Grantor and the State of
35 Wisconsin, Grantee, which will release to said Grantee all its claims upon the real
36 property described on the attached **Exhibit A**, as to all restrictions that are or ever were
37 the subject of the Deed, contingent on the Milwaukee County deed restriction from the
38 Area 10 parcel being transferred to the Water Works parcel; and
39

40 BE IT RESOLVED, Milwaukee County does hereby acknowledge the termination
41 of all its claims upon the real property described on the attached **Exhibit A**, as to all
42 restrictions, covenants or conditions that are or ever were the subject of the License;
43 and
44

45 BE IT FURTHER RESOLVED, that the Milwaukee County Executive shall
46 authorize the Acknowledgement of Termination of License by and between Milwaukee

47 County, Grantor and the State of Wisconsin, which acknowledges the termination of all
48 its claims upon the real property described on the attached **Exhibit A**, as to all
49 restrictions, covenants or conditions that are or ever were the subject of the License
50 Grantee, contingent on the State of Wisconsin formally approving the transfer of the
51 deed restriction from the Area 10 parcel to the WaterWorks parcel.
52
53
54
55

56
57 EXHIBIT A
58 TO ACKNOWLEDMENT OF TERMINATION OF LICENSE
59
60 LEGAL DESCRIPTION OF RELEASED PROPERTY
61

62
63 The following tract of land in the City of Milwaukee, Milwaukee County, State of Wisconsin,
64 described as:

65 That part of the Southeast ¼ of the Northeast 1/4 of the Southeast 1/4 of Section
66 35, Township 7 North, Range 21 East, described as follows:

67 Commencing at the Southeast corner of said Northeast ¼ of Section 35; thence
68 North 01°26'46" West along the east line of said Northeast 1/4 of Section 35, 128.00 feet;
69 thence perpendicular to said section line South 88°33'14" West 461.51 feet to the POINT
70 OF BEGINNING; thence South 01°31'15" East, 524.04 feet; thence South 0°41'19" West,
71 766.39 feet to the north right of way of National Avenue; thence along said north line North
72 83°00'10" West 100.27 feet to the east right of way line of STH 341; thence along said east
73 line the following courses: North 11°59'12" West, 137.46 feet; thence North 06°33'18"
74 West 142.26 feet; thence North 0°17'46" East 135.49 feet; thence North 6°56'02" East
75 143.68 feet; thence North 12°08'36" East 154.88 feet; thence North 12°02'50" East 206.66
76 feet; thence North 89°32'33" East 25.68 feet; thence North 0°59'08" West 190.85 feet;
77 thence North 3°54'00" East 50.04 feet; thence North 03°46'26" East 115.44 feet; thence
78 North 12°32'40" East 16.40 feet to a point of the end of the following courses along with
79 said east line of STH 341; thence South 79°45'43" East 9.04 feet to the Point of Beginning.

80 This parcel contains 118,310 sq. feet or 2.716 acres, more or less

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 6/6/11

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Approve transfer of deed restriction

FISCAL EFFECT:

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

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	0	0
	Revenue	0	0
	Net Cost	0	0
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.
- A. The Director of Economic Development requests approval to transfer a deed restriction from a property or approximately 2.5 acres, located near National Avenue, to a 3.5 acre property so that P&H Mining can purchase the land from the City of Milwaukee to build a parking lot. The deed restriction requires the land to be used for the purpose of operating a major league baseball stadium.
- B. The proposed transfer has no anticipated effect on direct costs or revenues. Some staff time will be required to implement the process.
- C. The proposed action has no budgetary impact.
- D. The above assumptions are based on the terms of the Land Transfer Agreement.

Department/Prepared By Josh Fudge

Authorized Signature  6-6-11

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.

Damon Dorsey
Director of Economic Development
254-8415

CITY OF
MILWAUKEE

Office of the City Attorney

800 City Hall, 200 E. Wells St., Milwaukee, WI 53202, Telephone 414-286-2601, Fax 414-286-8550

MEMORANDUM

TO: Rocky Marcoux, Commissioner
Department of City Development

FROM: Danielle Bergner, Assistant City Attorney 

DATE: January 6, 2011

RE: County Deed Restrictions – Area 10

This Memorandum is prepared to assist in briefing efforts concerning the above-referenced matter.

I. The Land Transfer Agreement

Pursuant to the terms of a certain Land Transfer Agreement, the State of Wisconsin (“State”) has agreed to transfer its fee interest in an area of land known as “Area 10” to the City of Milwaukee (“City”).¹ In exchange, the City of Milwaukee would agree to transfer its fee interest in a parcel of land known as the “Water Works Parcel” to the State.² Area 10 is roughly 2.7 acres, and the Water Works Parcel is roughly 3.6 acres. Both Area 10 and the Water Works Parcel are described and depicted on the materials attached hereto.

Area 10 is currently owned in fee by the State of Wisconsin, leased to the Southeastern Wisconsin Professional Baseball Park District (“District”) pursuant to a 99-year ground lease, and subleased to the Milwaukee Brewers Baseball Club (“Brewers”) for its operations. Both the District and the Brewers have agreed to release their respective leasehold interests in Area 10 in exchange for the receipt of similar leasehold

¹ The label “Area 10” has no real significance; it is simply how this particular area was labeled on an ALTA survey of the Miller Park site prepared for the Southeastern Wisconsin Professional Baseball Park District.

² It is known as the Water Works Parcel because up until last year the site was used by the Milwaukee Water Works for operation of a water storage and pumping station. Said use has since been abandoned and the site is now ripe for disposition.

interests in the Water Works Parcel once conveyed to the State, and the State has also agreed to this arrangement.

The Land Transfer Agreement contains a number of contingencies that must be satisfied before the contemplated conveyances can occur, one of which is release of certain Milwaukee County deed restrictions and license provisions affecting Area 10.

II. The County Deed Restrictions and License Agreement

A title search has revealed that Area 10 is encumbered by certain deed restrictions contained in Quit Claim Deed dated December 31, 1990, recorded as Document No. 7308803, which conveyed Area 10 (along with other lands) from Milwaukee County to the State of Wisconsin. A copy of the Quit Claim Deed is enclosed. The Deed restricts the use of Area 10 for purposes of construction and operation of a baseball stadium and related facilities and for certain streets and roads, and it also contains a provision pursuant to which title to Area 10 reverts to Milwaukee County upon the occurrence of certain conditions.

The same title search also revealed the presence of a license agreement affecting title to Area 10. In 1951, Milwaukee County granted to the State, the State Highway Commission, and the City a license to construct and maintain upon a portion of Area 10 a highway and related appurtenances. That license was recorded in the Milwaukee County Register of Deeds Office as Document No. 3066121. A copy of said license is attached hereto for reference. It is my opinion that the license terminated as a matter of law when the County conveyed title to the state; however, a written release instrument has been requested to avoid any potential cloud on title.

III. Proposed Release

To release the County deed restrictions, a deed of release or similar instrument will be necessary. To help facilitate that process, I have enclosed a draft deed of release that would satisfy the Land Transfer Agreement contingency. I have also enclosed a draft release instrument in connection with the license.

Please contact me if I can be of additional assistance on this matter. My direct line is (414)286-2637. Thank you.

1049-2007-986:165099

LAND TRANSFER AGREEMENT

COPY

This Land Transfer Agreement ("Agreement") is entered into as of November 19, 2010 ("Effective Date"), by and between the State of Wisconsin, Department of Administration ("State"); the Southeast Wisconsin Professional Baseball Park District, a statutorily created instrumentality of the State of Wisconsin ("District"); the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership ("Brewers"); and the City of Milwaukee ("City"). The State, the District, the Brewers, and the City are referred to herein each as a "Party" and collectively as the "Parties." Chicago Title Insurance Company ("Title Company") is executing this Agreement solely to confirm its agreement to act as escrow agent for the transaction contemplated herein pursuant to the terms and conditions of this Agreement.

RECITALS

A. The State is the owner of property located in the City of Milwaukee, Milwaukee County, Wisconsin, legally described on Exhibit A, attached hereto and incorporated herein, and commonly referred to as "Area 10."

B. The State, as lessor, and the District, as lessee, are parties to a Ground Lease dated October 21, 1996, as amended by that certain First Amendment to Ground Lease dated as of October 31, 1998 (as amended, the "Ground Lease"), which Ground Lease encumbers Area 10, among other property.

C. Pursuant to an Amended and Restated Lease Agreement dated as of June 30, 2004, as amended by First Amendment to Amended and Restated Lease Agreement dated as of December 1, 2004, and by Second Amendment to Amended and Restated Lease Agreement dated as of January 14, 2005 (as amended, the "Sublease"), the District subleases the property subject to the Ground Lease, including Area 10, to the Brewers.

D. Area 10 was previously owned by the United States of America ("U.S. Government"), which conveyed Area 10 to Milwaukee County by a quit claim deed dated December 23, 1949 ("1949 Deed"). The 1949 Deed contains certain restrictions regarding the use of Area 10 and other rights in favor of the U.S. Government. On March 14, 1996, the U.S. Government recorded a Deed of Release with the Milwaukee County Register of Deeds, which Deed of Release released the restriction on alienation of Area 10, but it did not release the restrictions in the 1949 Deed requiring Area 10 to be used for civic and recreational purposes ("U.S. Government Restrictions").

E. Area 10 was also previously owned by Milwaukee County. Milwaukee County granted to the State, the State Highway Commission, and the City a license to construct and maintain upon a portion of Area 10 a highway and related appurtenances. Such license was recorded in the Milwaukee County Register of Deeds Office as Document No. 3066121 ("License").

COPY

F. The State obtained title to Area 10 by a quit claim deed from Milwaukee County recorded in the Milwaukee County Register of Deeds Office as Document No. 7308803 ("Deed"). The Deed restricts the use of Area 10 for purposes of construction and operation of a baseball stadium and related facilities and for certain streets and roads, and it also contains a provision pursuant to which title to Area 10 reverts to Milwaukee County upon the occurrence of certain conditions (such restrictions and reversion right, collectively, the "Milwaukee County Restrictions").

G. The City is the owner of property located in the City of Milwaukee, Milwaukee County, Wisconsin, legally described on Exhibit B, attached hereto and incorporated herein, and commonly referred to as the "Water Works Parcel."

H. The Parties desire to transfer ownership of Area 10 to the City, which it intends to sell to P&H Mining Equipment Inc. to use as a parking lot for the expansion of its business operations in the City of Milwaukee and the Village of West Milwaukee. Additionally, the Parties desire to transfer ownership of the Water Works Parcel to the State, which will lease it to the District, and the District, in turn, will sublease the Water Works Parcel to the Brewers.

AGREEMENT

Now, therefore, in consideration of the above Recitals and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exchange. The State hereby agrees to convey Area 10 to the City by quit claim deed in exchange for the Water Works Parcel, and the City hereby agrees to convey the Water Works Parcel to the State by quit claim deed in exchange for Area 10. The State, the Brewers and the District, as their interests appear, agree to amend the Ground Lease and the Sublease to release Area 10 and to substitute the Water Works Parcel in lieu thereof, and to make any other amendments to the Ground Lease and Sublease necessary to effectuate the terms of this Agreement.

2. Title Insurance. Within fifteen (15) days of the Effective Date, the City shall obtain from the Title Company and deliver to the Parties title insurance commitments for Area 10 and the Water Works Parcel. The City shall be responsible for paying the title insurance premium therefor and any costs associated therewith.

3. Formation of Escrow. On the Effective Date, the Parties shall deliver the following documents to the Title Company to be held in escrow pursuant to the terms and conditions hereof:

(a) From the City:

(i) A quit claim deed conveying the Water Works Parcel to the State, which deed shall, if and only to the extent required by the U.S. Government and/or Milwaukee

COPY

County, as applicable, contain the U.S. Government Restrictions and/or the Milwaukee County Restrictions (the "City Deed"); and

Deed. (ii) A Wisconsin Real Estate Transfer Return Receipt for the City

(b) From the State:

(i) A quit claim deed conveying Area 10 to the City (the "State Deed");

Deed; (ii) A Wisconsin Real Estate Transfer Return Receipt for the State

(iii) An amendment to the Ground Lease which (a) excludes Area 10 from the terms and conditions thereof, and (b) adds the Water Works Parcel to the terms and conditions thereof, as well as makes any other amendments necessary or desirable to effectuate the terms of this Agreement ("Ground Lease Amendment");

(iv) A memorandum, in recordable form, of the Ground Lease Amendment ("Ground Lease Amendment Memorandum"); and

(v) An access easement over the property commonly referred to as "Area 9" to serve Area 10 ("Access Easement").

(c) From the District:

(i) The Ground Lease Amendment;

(ii) The Ground Lease Amendment Memorandum;

(iii) An amendment to the sublease which (1) excludes Area 10 from the terms and conditions thereof, and (2) adds the Water Works Parcel to the terms and conditions thereof, as well as makes any other amendments necessary or desirable to effectuate the terms of this Agreement ("Sublease Amendment");

(iv) A memorandum, in recordable form, of the Sublease Amendment ("Sublease Amendment Memorandum"); and

(v) The Access Easement.

(d) From the Brewers:

(i) The Sublease Amendment;

(ii) The Sublease Amendment Memorandum; and

(iii) The Access Easement.

COPY

4. Contingency Period. During the one hundred twenty (120) day period following the Effective Date ("Contingency Period"), the Parties shall use commercially reasonable efforts to obtain the following:

(a) From the U.S. Government, (i) approval to release Area 10 from the U.S. Government Restrictions and, if and only to the extent required by the U.S. Government as a condition to such release, approval to encumber the Water Works Parcel with the U.S. Government Restrictions; and (ii) a fully executed and recordable release of the U.S. Government Restrictions from Area 10.

(b) From Milwaukee County, (i) approval of the Milwaukee County Board to release Area 10 from the Milwaukee County Restrictions and, if and only to the extent required by Milwaukee County as a condition to such release, approval to encumber the Water Works Parcel with the Milwaukee County Restrictions; (ii) a fully executed and recordable release of the Milwaukee County Restrictions from Area 10; (iii) approval to terminate the License; and (iv) a fully executed and recordable termination of the License.

(c) From the State, approval of (i) the disposition of Area 10 in exchange for the acquisition of the Water Works Parcel, (ii) the Access Easement; and (iii) the Ground Lease Amendment.

(d) From the City, the approval of the City of Milwaukee Common Council City for the disposition of the Water Works Parcel in exchange for the acquisition of Area 10.

(e) From the District, all necessary approval(s) of (i) the Ground Lease Amendment, (ii) the Sublease Amendment, (iii) the Access Easement, and (iv) the terms and conditions set forth in this Agreement.

The foregoing are referred to herein each as an "Approval" and collectively as the "Approvals." The Party who obtains each respective Approval shall, upon receipt thereof, deliver written notice of the same to the other Parties and the Title Company. If one or more of the Approvals cannot be obtained during the Contingency Period because of the governmental procedures required to be followed to obtain such Approval, the Contingency Period shall be extended for an additional ninety (90) days ("Extended Contingency Period").

If one or more of the Approvals has not been obtained by the expiration of the Contingency Period and it is highly unlikely that such Approvals will be obtained during the Extended Contingency Period, this Agreement shall be deemed terminated, the Title Company shall deliver the documents being held in escrow to the Party that deposited the same, and no Party shall have any further rights or obligations hereunder.

If one or more of the Approvals has not been obtained by the expiration of the Extended Contingency Period, this Agreement shall be deemed terminated, the Title Company shall deliver the documents being held in escrow to the Party that deposited the same, and no Party shall have any further rights or obligations hereunder.

COPY

5. Termination of Escrow. Upon receipt of the last of the Approvals, the Title Company shall deliver a copy of all of the documents being held in escrow to each of the Parties and shall record the following documents in the order listed below:

- (a) Release of U.S. Government Restrictions;
- (b) Release of Milwaukee County Restrictions;
- (c) Termination of the License;
- (d) State Deed;
- (e) City Deed;
- (f) Ground Lease Amendment Memorandum;
- (g) Sublease Amendment Memorandum; and
- (h) Access Easement.

In addition, the Title Company shall deliver the original Ground Lease Amendment and Sublease Amendment to the State, the District and the Brewers, as applicable.

6. Costs and Expenses. The cost of the escrow will be paid by the City. The cost of the recording fees and other closing costs shall be split equally between the Parties and paid upon receipt of an invoice from Title Company for the same. Transfer fees, if any, shall be the responsibility of the Party that is the grantor in a conveyance in which a transfer fee is due.

7. Notices. All notices or directions given under this Agreement shall be in writing and personally delivered, sent by commercial overnight courier, or sent by facsimile transmission and directed as follows:

IF TO STATE: State of Wisconsin Office of Department of Administration
101 E. Wilson Street
Madison, WI 53703
Attn: Secretary of the Office of Department of
Administration

WITH A COPY TO: State of Wisconsin
Office of Department of Administration
101 E. Wilson Street, 10th Floor
Madison, WI 53702
Attn: Ernest Jones, Esq.

COPY

IF TO DISTRICT: Southeast Wisconsin Professional Baseball Park District
Attention: Mr. Michael Duckett, Executive Director
Miller Park
One Brewers Way
Milwaukee, WI 53214

WITH A COPY TO: Davis & Kuelthau, s.c.
Attention: Susan G. Schellinger
111 E. Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

IF TO BREWERS: Milwaukee Brewers Baseball Club
Miller Park
One Brewers Way
Milwaukee, WI 53214
Attention: Legal Department

WITH A COPY TO: Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Joseph S. Rupkey, Esq.

IF TO CITY: City of Milwaukee
Attn: Commissioner of the Dept. of City Development
809 North Broadway
Milwaukee, WI 53202

WITH A COPY TO: City of Milwaukee
Office of the City Attorney
200 E. Wells Street, 8th Floor
Milwaukee, WI 53202
Attn: Danielle M. Bergner, Esq.

Notices or demands personally delivered shall be deemed received when given. Notices or demands sent by confirmed facsimile transmission shall be deemed received when given, if prior to 3 PM, recipient's local time, on a business day, otherwise on the next occurring business day. Notices or demands sent by commercial overnight courier shall be deemed received on the next business day following deposit.

8. Miscellaneous.

(a) This Agreement may only be modified in writing signed by all of the Parties. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

(b) This Agreement shall be governed by and construed under and enforced in accordance with the laws of the State of Wisconsin applicable to agreements made and to be

COPY

performed wholly within such state.

(c) Whenever in this Agreement a day is appointed for the closing, delivery of notice or any other matter shall occur on other than a business day, such date shall be deemed extended to the next regular occurring business day.

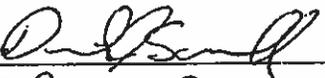
(d) Except as otherwise specifically provided herein, any Party may enforce this Agreement by appropriate action and the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees. This paragraph shall survive the closing of this transaction.

(e) This Agreement has been duly and validly authorized by each of the Parties and constitutes the valid and binding obligations of the Parties.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

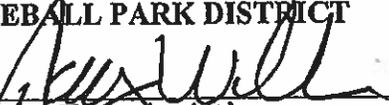
This Agreement is executed as of the Effective Date.

STATE:
STATE OF WISCONSIN

By: 
Name: DANIEL SCHAEFF
Title: SECRETARY

Date: Dec. 28, 2010

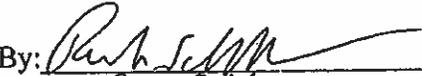
DISTRICT:
SOUTHEAST WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT

By: 
Name: Jay Williams
Title: Chairman

Date: November 23, 2010

BREWERS:
MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP

By: Milwaukee Brewers Baseball Club, Inc., its General Partner

By: 
Name: Rick Schlesinger
Title: EVP-Business Operations

Date: November 23, 2010

COPY

CITY:
CITY OF MILWAUKEE:

By: Elaine M. Miller
Name: Elaine M. Miller
Title: Special Deputy Commissioner
Signed per MCO § 304-49-9

Date: Nov. 19, 2010

Solely to confirm its agreement to act as escrow agent for the transaction contemplated herein pursuant to the terms and conditions of this Agreement:

TITLE COMPANY:
CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____, 2010

This Document Drafted By:
Danielle M. Bergner
Assistant City Attorney
City of Milwaukee

Milwaukee City Attorney
Approval and Authentication

Danielle M. Bergner, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee representatives above, and also authenticates the signatures of each of the above Milwaukee representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: Danielle M. Bergner
DANIELLE M. BERGNER
Assistant City Attorney
State Bar No. 1049359

Date: 11 | 19 | 2010

1049-2007-986:163488

COPY

EXHIBIT A

Legal Description of Area 10

The following tract of land in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of the Southeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 35, Township 7 North, Range 21 East, described as follows:

Commencing at the Southeast corner of said Northeast ¼ of Section 35; thence North 01°26'46" West along the east line of said Northeast ¼ of Section 35, 128.00 feet; thence perpendicular to said section line South 88°33'14" West 461.51 feet to the POINT OF BEGINNING; thence South 01°31'15" East, 524.04 feet; thence South 0°41'19" West, 766.39 feet to the north right of way of National Avenue; thence along said north line North 83°00'10" West 100.27 feet to the east right of way line of STH 341; thence along said east line the following courses: North 11°59'12" West, 137.46 feet; thence North 06°33'18" West 142.26 feet; thence North 0°17'46" East 135.49 feet; thence North 6°56'02" East 143.68 feet; thence North 12°08'36" East 154.88 feet; thence North 12°02'50" East 206.66 feet; thence North 89°32'33" East 25.68 feet; thence North 0°59'08" West 190.85 feet; thence North 3°54'00" East 50.04 feet; thence North 03°46'26" East 115.44 feet; thence North 12°32'40" East 16.40 feet to a point of the end of the following courses along with said east line of STH 341; thence South 79°45'43" East 9.04 feet to the Point of Beginning.

This parcel contains 118,310 sq. feet or 2.716 acres, more or less

COPY

EXHIBIT B

Legal Description of the Water Works Parcel

A parcel of land in the Northeast 1/4 of Section 35, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Commencing at a point in the Northeast corner of the Northeast 1/4 of Section 35, Town 7 North, Range 21 East; running thence West along the North line of said 1/4 Section, 181.06 feet to a point said point lying 36.00 feet Southwesterly of and measured at right angles to the Westerly line of South 44th Street; thence Southeasterly and parallel to the Westerly line of South 44th Street, 38.48 feet to a point, said point lying 38.00 feet South of and measured at right angles to the North line of said 1/4 Section, said point also being the point of beginning of the land to be described; thence Southeasterly along a line which lies 36.00 feet Westerly of and parallel to said Westerly line of South 44th Street, 450.00 feet to a point; thence West and parallel to the North line of said 1/4 Section, 400.00 feet to a point; thence Northwesterly and parallel to said Westerly line of South 44th Street, 450.00 feet to a point; said point lying 38.00 feet South of and measured at right angles to the North line of said 1/4 section; thence East along the a line which lies 38.00 feet South of and parallel to the North line of said 1/4 section, 400.00 feet to the point of beginning.

EXCEPT that part conveyed in Quit Claim Deed recorded as Document No. 3543635.

Address: 127 South 44th Street

This parcel contains 3.640 acres, more or less

EXHIBIT A
TO ACKNOWLEDMENT OF TERMINATION OF LICENSE

LEGAL DESCRIPTION OF RELEASED PROPERTY

The following tract of land in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

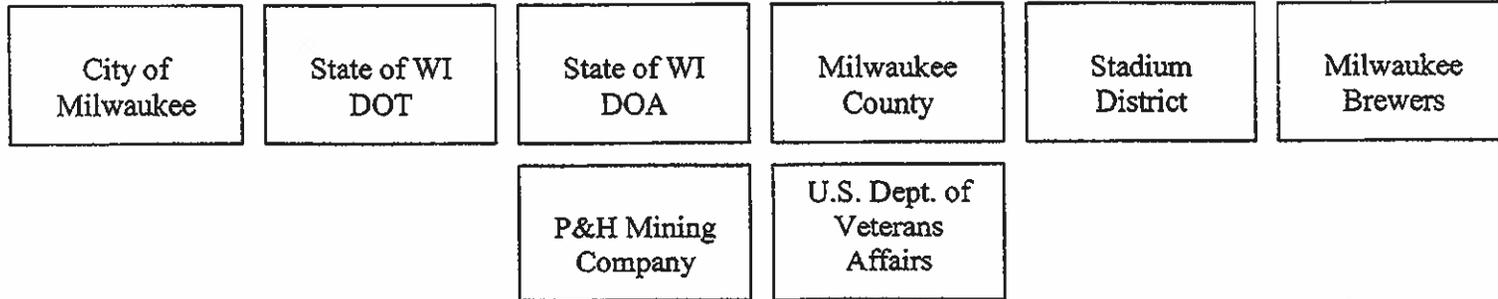
That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 7 North, Range 21 East, described as follows:

Commencing at the Southeast corner of said Northeast $\frac{1}{4}$ of Section 35; thence North $01^{\circ}26'46''$ West along the east line of said Northeast $\frac{1}{4}$ of Section 35, 128.00 feet; thence perpendicular to said section line South $88^{\circ}33'14''$ West 461.51 feet to the POINT OF BEGINNING; thence South $01^{\circ}31'15''$ East, 524.04 feet; thence South $0^{\circ}41'19''$ West, 766.39 feet to the north right of way of National Avenue; thence along said north line North $83^{\circ}00'10''$ West 100.27 feet to the east right of way line of STH 341; thence along said east line the following courses: North $11^{\circ}59'12''$ West, 137.46 feet; thence North $06^{\circ}33'18''$ West 142.26 feet; thence North $0^{\circ}17'46''$ East 135.49 feet; thence North $6^{\circ}56'02''$ East 143.68 feet; thence North $12^{\circ}08'36''$ East 154.88 feet; thence North $12^{\circ}02'50''$ East 206.66 feet; thence North $89^{\circ}32'33''$ East 25.68 feet; thence North $0^{\circ}59'08''$ West 190.85 feet; thence North $3^{\circ}54'00''$ East 50.04 feet; thence North $03^{\circ}46'26''$ East 115.44 feet; thence North $12^{\circ}32'40''$ East 16.40 feet to a point of the end of the following courses along with said east line of STH 341; thence South $79^{\circ}45'43''$ East 9.04 feet to the Point of Beginning.

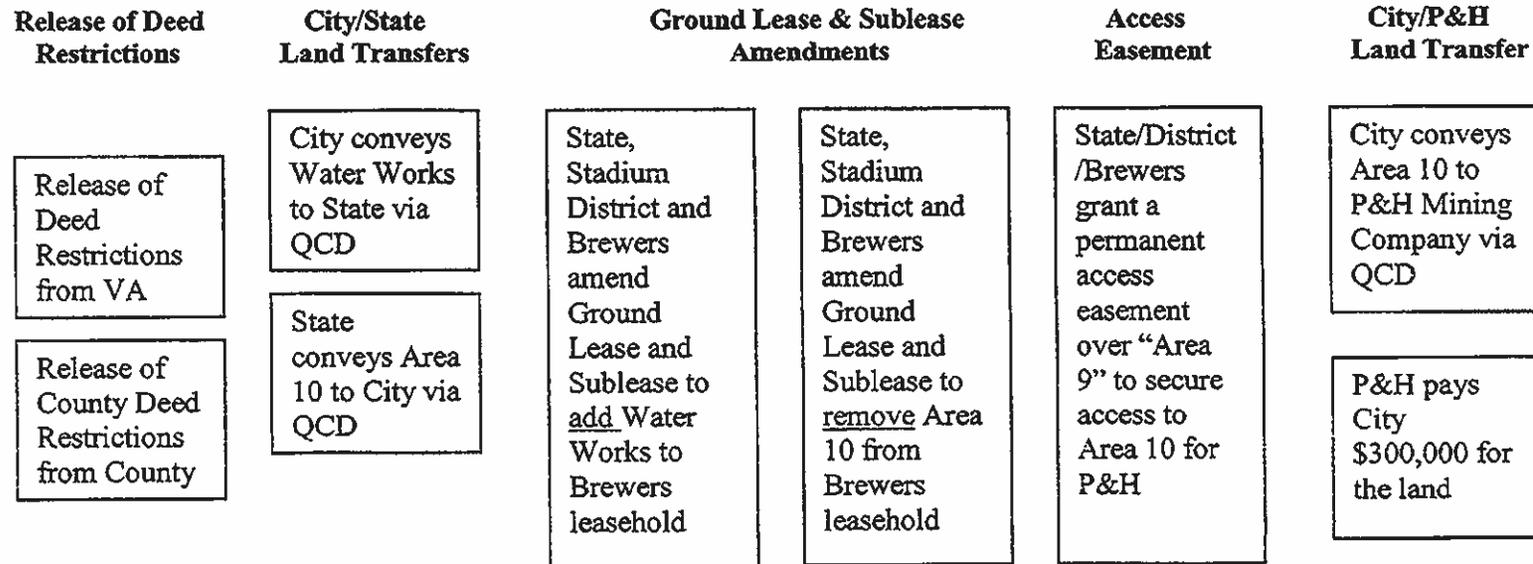
This parcel contains 118,310 sq. feet or 2.716 acres, more or less

Area 10/Water Works Transaction

The Parties



Necessary Components of the Transaction



REEL 3958 IMAGE 1318

QUIT CLAIM DEED

7308803

Document Number

Document Title

REGISTER'S OFFICE
Milwaukee County, Wis. **358**
RECORDED AT **3:0 PM**

DEC 31 1990

REEL 3958 IMAGE 1318 to 1331 incl.

W. H. B. B. B. REGISTER
DE DEEDS

Recording Area

Name and Return Address

Ed Main
Wisconsin Department of Administration
101 E. Wilson Street - 10th Floor
Post Office Box 7864
Madison, WI 53707-7864

Parcel Identification Number (PIN)

403-9998-5	403-9994-100-x (Part)
403-9988-100-7	421-0031-8
422-9997-5 (Part)	422-9994-9
437-9998-3	

RECORD 7308803 #
52.00

FEE
77.25 (2)
EXEMPT

REEL 3958 IMAGE 1319

QUIT CLAIM DEED

This Quit Claim Deed, made this 21st day of October, 1996, by and between Milwaukee County, a governmental corporation organized and existing under the laws of the State of Wisconsin ("the Grantor") and the State of Wisconsin ("the Grantee").

WHEREAS, the Grantor is the owner of certain lands in that part of the City of Milwaukee known generally as the Menomonee River Valley, the principal present use of which is as the site of Milwaukee County Stadium and facilities ancillary thereto; and

WHEREAS, the State of Wisconsin has enacted 1995 Wisconsin Act 56, effective on October 27, 1995 ("the Act"), which provides for the development, construction and financing of a new baseball stadium and related facilities ("the Stadium") to replace the existing Milwaukee County Stadium; and

WHEREAS, the Act contemplates the transfer of lands necessary for the Stadium and related facilities, including the lands owned by the Grantor, to the Grantee, with subsequent lease of such lands by the Grantee to the Southeast Wisconsin Professional Baseball Park District ("the District") created by the Act; and

WHEREAS, by Resolution No. 95-796, adopted on November 15, 1995 and Resolution No. 95-846, adopted on December 21, 1995, and as modified by Resolution No. 96-655, adopted on September 26, 1996, the County's Board of Supervisors has authorized the County Executive and the County Clerk to execute this quit claim deed of County lands to the Grantee, on certain conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Grantor, acting pursuant to sec. 229.69, Wis. Stats., does hereby remise, remit, release and quit claim,

KEEL 3958 IMAG 1320

without warranty or representation of any kind, unto the Grantee, its successors and assigns, the land described on the attached Exhibit A, which is incorporated herein by this reference, together with all improvements thereon and all appurtenances thereto and all the estate and right of the Grantor in and to such land, improvements and appurtenances ("the Premises"),

TO HAVE AND TO HOLD the said Premises herein granted unto the Grantee, its successors and assigns, forever;

Subject, however, to the following terms, restrictions and conditions:

1. The Premises shall be used for purposes of construction and operation of a baseball stadium and related facilities (including but not limited to vehicle parking, park and green space), for street and highway purposes, for such other purposes as may be permissible under the Act, and none other.
2. The Premises shall revert to the Grantor if and when all of the following conditions shall be satisfied: (i) the Stadium shall not be the home field for a major league professional baseball team pursuant to an agreement with the District; (ii) all bonds issued by the District pursuant to sec. 229.68(8), Wis. Stats., have been retired (or provisions made for their retirement); and (iii) the Grantor shall have delivered to the Grantee a written notice (which notice shall require the approval of the Milwaukee County Board of Supervisors and County Executive) exercising the reversion right set forth herein. In that event, title to the Premises and all improvements thereon shall revert in the Grantor (subject, however, to an easement in favor of any governmental entity then

REEL 3958 IMAGE 1321

maintaining a public street or highway thereon to continue to maintain such street or highway). Such notice of exercise shall not be delivered by the Grantor, however, except upon at least 180 days prior written notice of intent to the Grantee and the District, and if during such 180 day period the Grantee or the District shall deliver to the Grantor written notice that the Grantee or the District intends in good faith to secure another major league professional baseball team to utilize the Stadium as its home field, and provided that the Grantee or the District causes appropriate provisions to be made for the proper maintenance, repair and operation of the Stadium during the interim, then such notice of exercise shall not be delivered for such additional period of time as may be necessary for the Grantee or the District to obtain another major league professional baseball team to so use the Stadium, provided, however, that the Grantor shall not be required to withhold the giving of such notice beyond the date which is 18 months from the date the Grantee's or District's notice is received by the Grantor.

3. Notwithstanding the grant of the Premises to the Grantee herein, the Grantor shall retain ownership of certain rock and gravel stockpiled on that portion of the Premises indicated approximately on Exhibit B, and there is reserved to the Grantor the right to enter upon the Premises to inspect, load and remove such stockpiled rock and gravel. The Grantor's rights under this paragraph are subject to the provisions of Section II.C. of the agreement identified in paragraph 5 below. Any of such stockpiled rock and gravel remaining on the Premises after April 1, 1998 shall then become the property of the Grantee, and the right of entry provided herein shall terminate.

REEL 3958 PAGE 1322

4. This conveyance is subject to all existing restrictions and encumbrances, including but not necessarily limited to zoning and municipal ordinances, easements and rights of way for public utilities and streets and highways, rights of the Milwaukee Brewers Baseball Club, Inc. under a lease of the existing Milwaukee County Stadium and related facilities, and restrictions, limitations and other matters set forth in recorded documents.

5. This conveyance is made pursuant to and is subject to that certain Agreement Ancillary to the Grant of Certain Milwaukee County Lands to the State of Wisconsin in Connection with the Southeast Wisconsin Professional Baseball Park District Stadium Complex between the Grantor and the State of Wisconsin Department of Administration dated as of October 21, 1996.

6. The State of Wisconsin Department of Administration (the "Department") has agreed in the agreement identified in the immediately preceding paragraph that if the Henry Aaron State Park Trail, a parkway under discussion for development a portion of which may be located along the Menomonee River in the vicinity of the premises, shall hereafter be developed, the Department will make available a reasonably sufficient portion of the premises to become a part of the Henry Aaron State Park Trail, with the actual portion of the premises to be devoted to such use to be determined by the Department and the Wisconsin Department of Natural Resources in consultation with the District, the Milwaukee Brewers Baseball Club, the National Parks Service and other governmental agencies, if any, participating in the Henry Aaron State Park Trail project,

BILL 3958 TRAC 1323

in a manner which is consistent with primary use of the Premises for professional baseball purposes as contemplated by the Act.

IN WITNESS WHEREOF, the undersigned County Executive and County Clerk have hereunto set their hands and seals as of the day and year first written above.

MILWAUKEE COUNTY

By: *F. Thomas Ament*
F. Thomas Ament, County Executive

By: *Rod Lanser*
Rod Lanser, County Clerk

APPROVED
FOR
EXECUTION
[Signature]
COUNTY CLERK

REEL 3958 IMAG 1324

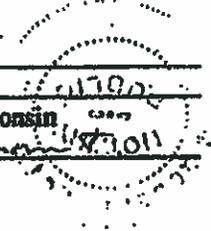
ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 16 day of October, 1996, F. Thomas Ament, whose signature appears on the foregoing deed, and acknowledged that he executed the same as the County Executive of Milwaukee County, by its authority.



Notary Public, State of Wisconsin
My Commission: 12/17/01

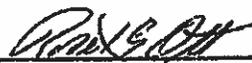


REC. 3958 IMAG 1325

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 12 day of October, 1996, Rod Lanser, whose signature appears on the foregoing deed, and acknowledged that he executed the same as the County Clerk of Milwaukee County, by its authority.



Notary Public, State of Wisconsin
My Commission: 6/1/96

**THIS INSTRUMENT WAS DRAFTED BY
AND SHOULD BE RETURNED TO:
William B. Guis
Friebert, Finerty & St. John, S.C.
330 East Kilbourn Avenue - Suite 1250
Milwaukee, WI 53202**

RL.L 3958 IMAS 1326

EXHIBIT A

to
Quit Claim Deed

Including: All that part of the Southeast 1/4 and Southwest 1/4 of Section 26 and all that part of the Northeast 1/4 and the Northwest 1/4 of Section 35, all in Township 7 North, Range 21 East, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 26; thence North $01^{\circ}15'21''$ West (recorded as North $0^{\circ}18'$ West), 189.15 feet (recorded as 191.0 feet) along the west line of said Southeast 1/4 Section to point "X", to the Southerly and Easterly right of way lines of North Story Parkway (recorded as West Allis Parkway) as established by a line that is 150.00 feet (recorded as 150 feet) southerly and easterly of (as measured radially or at right angles to) and parallel with the northerly and westerly right of way lines of said Parkway, to the northerly and westerly lines of a parcel of land as described in a warranty deed from Albert L. Story, Marion R. Story, and Alice L. Story to Milwaukee County in Volume 901 of Deeds on Pages 397 and 398 and recorded as Document No. 1100413 on July 1, 1921, to a non-tangent curve, and to the point of beginning of the following description: Thence Easterly, 592.70 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 972.86 feet and having a chord that bears North $84^{\circ}47'01.5''$ East, 583.58 feet, to a point of compound curve; thence Northeasterly, 152.17 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 337.50 feet and having a chord that bears North $54^{\circ}24'50.5''$ East, 150.88 feet, to a point of compound curve; thence Northeasterly, 295.92 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 643.42 feet and having a chord that bears North $28^{\circ}19'21.5''$ East, 293.31 feet, to a point of compound curve; thence Northeasterly, 393.44 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the right having a radius of 1004.92 feet and having a chord that bears North $26^{\circ}21'48.5''$ East, 390.93 feet, to a non-compound curve; thence Northeasterly, 431.55 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 939.49 feet and having a chord that bears North $24^{\circ}19'14.5''$ East, 427.77 feet, to a non-tangent line; thence North $09^{\circ}48'15''$ East, 35.72 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North $05^{\circ}40'18''$ East, 56.02 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North $03^{\circ}33'22''$ East, 75.23 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North $02^{\circ}17'15''$ East, 71.88 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North $02^{\circ}46'11''$ East, 64.08 feet along said right of way line and

Exhibit A - Page 1

October 21, 1996

REF. 3958 TRG 1327

along the northerly and westerly lines of said parcel of land; thence North 03°26'40" East, 54.96 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 07°05'28" East, 60.58 feet along said right of way line and along the northerly and westerly lines of said parcel of land to Station XVII; thence North 76°39'52" East (recorded as South 76°40' West), 41.00 feet along the northerly line of said parcel of land to the easterly line of said parcel of land and to the easterly line of Bluff Park; thence South 03°25'52" West (recorded as North 3°26' East), 56.36 feet along the easterly line of said parcel of land and along the easterly line of said Bluff Park to a line that is parallel with the centerline of West Blue Mound Road and to the northerly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 2975 of Deeds on Pages 276 and 277 and recorded as Document No. 3084109 on January 23, 1952; thence North 85°09'44" East (recorded as East), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along said perpendicular line and along the northerly line of said parcel of land to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as West), 167.31 feet along said parallel line and along the northerly line of said parcel of land to the northerly line of a parcel of land as described in a quitclaim deed from Exton Realty Company to Milwaukee County in Volume 3986 of Deeds on Page 519 and recorded as Document No. 3775815 on November 13, 1959; thence North 73°59'30" East (recorded as Northeasterly), 206.15 feet along the northerly line of said parcel of land to the west line of a parcel of land as described in a quitclaim deed from the State of Wisconsin (State Highway Commission) to Milwaukee County in Volume 3798 of Deeds on Page 543 and recorded as Document No. 3646162 on March 27, 1958; thence North 01°37'30" West (recorded as North 0°38' West), 220.41 feet along the west line of said parcel of land and along a line that is parallel with the east line of said Southeast 1/4 Section to the south right of way line of West Blue Mound Road; thence North 85°09'44" East (recorded as North 86°08' East), 298.00 feet along said south right of way line and along the north line of said parcel of land to a line that is 610.75 (recorded as 610.65 feet) west of (as measured at right angles to) and parallel with the east line of said Southeast 1/4 Section; thence South 01°37'30" East (recorded as South 0°38' East), 167.77 feet along the east line of said parcel of land and along said parallel line to the northeasterly line of a vacated part of West Clybourn Street as vacated on December 21, 1959 by City of Milwaukee Common Council Resolution 59-1066-d on Page 2113 of Common Council Proceedings; thence South 61°46'54" East, 51.88 feet along the northeasterly line of said vacated street to the south right of way line of West Clybourn Street and to the northerly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as Item (J-8819) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464464 on January 30, 1955; thence North 88°08'30" East, 95.16 feet along said northerly line and along said south right of way line to the east line of said parcel of land; thence South 01°37'30" East, 117.09 feet (recorded as 117.05 feet) along the east line of said parcel of land to the north line of a parcel of land as described

Exhibit A - Page 2

October 21, 1996

REEL 3958 PAGE 1328

in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 2975 of Deeds on Pages 276 and 277 and recorded as Document No. 3084109 on January 23, 1952; thence North 88°08'30" East (recorded as West), 236.46 feet along the north line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement; thence South 12°43'05" West (recorded as Northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 18°18'56" West, 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 04°57'43" East (recorded as North 3°15' West), 334.31 feet along the easterly line of said parcel of land, along said westerly right of way line, and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision, as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as Item (J-8696) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464464 on January 30, 1955; thence South 04°32'36" East (recorded as North 3°15' West), 703.40 feet along said westerly right of way line, along the easterly line of said parcel of land, and along the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence South 10°12'24" East (recorded as North 8°55' West), 450.04 feet along said westerly right of way line and along the easterly line of said H. F. STORY'S SUBDIVISION; thence South 11°17'35" East (recorded as North 8°55' West), 96.63 feet along said westerly right of way line and along said easterly line of H. F. STORY'S SUBDIVISION to the south line of said Southeast 1/4 Section and to the north line of a parcel of land as described in a quitclaim deed from the Deputy Administrator of Veterans Affairs to Milwaukee County as Parcel No. 2 in Volume 2698 of Deeds on Pages 479 and 480 and recorded as Document No. 2911755 on January 11, 1950; thence North 88°43'07" East (recorded as West), 60.93 feet along said south line and along the north line of said parcel of land to the easterly line of said parcel of land, to the easterly right of way line of South 44th Street as described in said Volume 4 and in said Volume 1, to the easterly right of way line of South 44th Street as established by the field location of the existing pavement, and to a point that is South 88°43'07" West (recorded as West), 81.76 feet (recorded as 83.65 feet) from the southeast corner of said Southeast 1/4 Section as measured along said south line; thence South 11°17'35" East (recorded as North 10°05' West), 478.07 feet (recorded as 485.74 feet) along the easterly line of said parcel of land and along said easterly right of way line and the southeasterly extension thereof to the east line of above said Northeast 1/4 of Section 35 and to a point that is South 01°26'46" East, 470.79 feet from the northeast corner of said Northeast 1/4 Section as measured along the east line of said Northeast 1/4 Section; thence South 01°26'46" East (recorded as North 0°10' West), 2049.82 feet (recorded as 2043.70 feet) along the easterly line of said parcel of land and along said east line to the southerly line of said parcel of land, to the northerly line of the Canadian Pacific Railway right of way and to a point that is North 01°26'46" West, 134.68 feet from the southeast corner of said Northeast 1/4

Exhibit A - Page 3

October 21, 1996

WELL 3958 IMAS 1329

Section as measured along said east line; thence North 79°45'43" West (recorded as North 78°27'10" West), 1014.91 feet along the southerly line of said parcel of land, along said northerly right of way line, and along the southerly line of a parcel of land as described in a quitclaim deed from the Administrator of Veterans Affairs to Milwaukee County in Volume 3422 of Deeds on Page 36 and recorded as Document No. 3385860 on April 19, 1955; thence North 08°22'46" West (recorded as North 7°04'13" West), 362.18 feet along the westerly line of said parcel of land; thence South 88°31'26" West (recorded as South 89°50' West), 112.20 feet along the westerly line of said parcel of land; thence North 31°48'13" West (recorded as North 30°29'40" West), 887.52 feet along the westerly line of said parcel of land; thence North 72°48'13" West (recorded as North 71°29'40" West), 138.93 feet along the westerly line of said parcel of land; thence North 87°14'08" West (recorded as North 85°55'35" West), 140.43 feet along the westerly line of said parcel of land; thence South 63°01'45" West (recorded as South 64°20'19" West), 136.40 feet along the westerly line of said parcel of land; thence South 51°18'10" West (recorded as South 52°36'43" West), 154.81 feet along the westerly line of said parcel of land; thence North 63°37'48" West (recorded as North 62°19'15" West), 437.01 feet along the westerly line of said parcel of land; thence North 48°59'05" West (recorded as North 47°40'32" West), 226.15 feet (recorded as 227.23 feet) along the westerly line of said parcel of land; thence North 31°42'35" West (recorded as North 30°26'19" West), 623.69 feet (recorded as 623.02 feet) along the westerly line of said parcel of land to the westerly line of a parcel of land as described in a deed of easement (highway easement) from the Administrator of Veterans Affairs to Milwaukee County as Parcels 1 and 2 in Volume 3869 of Deeds on Page 79 and recorded as Document No. 3695099 on October 31, 1958 and as shown as Parcels 9 and 8, respectively, on the Plat of Right of Way Required for Project UI 5725 (3) as prepared by the Milwaukee County Expressway Commission and last dated 2-21-72; thence continuing North 31°42'35" West (recorded as North 30°26'19" West), 97.27 feet along the westerly line of said parcel of land recorded in Document No. 3695099 to the southerly line of said parcel of land; thence South 78°41'08" West (recorded as South 79°57'24" West), 309.01 feet along the southerly line of said parcel of land; thence South 80°32'00" West (recorded as South 81°48'16" West), 330.41 feet along the southerly line of said parcel of land to an angle point in the southerly line of above said parcel of land recorded in Document No. 3385860; thence South 85°50'10" West (recorded as South 87°06'26" West), 316.52 feet (recorded as 315.99 feet) along the southerly line of said parcel of land recorded in Document No. 3695099 to the west line of the East 1/2 of said Northwest 1/4 Section; thence North 01°26'50" West (recorded as North 0°5'30" West), 15.12 feet along the westerly line of said parcel of land recorded in Document No. 3695099 and along said west line to the westerly line of said parcel of land recorded in Document No. 3385860; thence continuing North 01°26'50" West (recorded as North 0°5'30" West), 105.11 feet (recorded as 105.52 feet) along the westerly line of said parcel of land recorded in Document No. 3385860 and along said west line to a non-tangent curve and to the northerly line of said parcel of land recorded in Document No. 3385860; thence Easterly, 546.75 feet (recorded as 546.71 feet) along the northerly line of said parcel of land and along the arc of a curve to the left having a radius of 3500.00 feet and having a chord

REEL 3958 IMAG 1330

that bears North 79°50'17.5" East (recorded as North 81°06'39" East), 546.19 feet (recorded as 546.18 feet); thence North 60°43'00" East (recorded as North 61°59'22" East), 635.87 feet (recorded as 635.05 feet) along the northerly line of said parcel of land to a point in the East right of way line of Mitchell Boulevard; thence North 01°42'08" East (recorded as North 2°58'30" East), 235.00 feet along the west line of said parcel of land and along said east right of way line to a non-tangent curve; thence Easterly, 210.04 feet along the northerly line of said parcel of land and along the arc of a curve to the right having a radius of 405.00 feet and having a chord that bears South 89°40'27.5" East (recorded as South 88°24'06" East), 207.70 feet, to the east line of the above said Southwest 1/4 of Section 26; thence South 01°15'21" East (recorded as South 0°01' West), 109.08 feet along the east line of said parcel of land and along said east line to the point of beginning.

Also, including: All that part of the Northeast 1/4 and the Southeast 1/4 of Section 35, Town 7 North, Range 21 East, City of Milwaukee and Village of West Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:



Commencing at the Southeast corner of said Northeast 1/4 Section; thence North 01°27'38" West (recorded as North), 32.56 feet (recorded as 32.70 feet) along the east line of said Northeast 1/4 Section to the south line of the Canadian Pacific Railway right of way; thence North 79°45'43" West (recorded as North 78°15' West), 471.28 feet (recorded as 471.24 feet) along said south right of way line to the centerline of South Harnischfeger Avenue, to the northeast corner of a parcel of land as described in a quitclaim deed from the Deputy Administrator of Veterans Affairs to Milwaukee County as Parcel No. 1 in Volume 2698 of Deeds on Pages 479 and 480 and recorded as Document No. 2911755 on January 11, 1950, and to the point of beginning of the following description: Thence South 01°31'14" East (recorded as South), 524.04 feet along said centerline and along the easterly line of said parcel of land to a point being 461.34 feet west of (as measured at right angles to) the east line of said Southeast 1/4 of Section 35; thence South 00°41'21" West (recorded as South 2°15' West), 868.00 feet (recorded as 867.00 feet) along said centerline and along the easterly line of said parcel of land to the centerline of West National Avenue; thence South 75°17'53" West (recorded as South 76°44'50" West), 578.87 feet along said centerline and along the southerly line of said parcel of land; thence North 00°41'21" East (recorded as North 2°15' East), 334.22 feet along a line that is parallel to the centerline of said South Harnischfeger Avenue and along the westerly line of said parcel of land; thence North 75°17'53" East (recorded as North 76°44'50" East), 225.02 feet (recorded as 225.28 feet) along a line that is parallel with the centerline of West National Avenue and along the northerly line of said parcel of land to a point of curve; thence Northeasterly, 303.41 feet (recorded as 302.95 feet) along said parallel line, along the northerly line of said parcel of land, and along the arc of a curve to the left having a radius of 233.00 feet and having a chord that bears North 37°59'37" East (recorded as North 39°29'55" East), 282.42 feet (recorded as 282.06 feet) to a point of tangent and to a line that is 170.00 feet West of (as measured at right angles to) and parallel with the centerline of said South

REEL 3958 PAGE 1331

Harnischfeger Avenue; thence North $00^{\circ}41'21''$ East (recorded as North $2^{\circ}15'$ East), 399.80 feet (recorded as 399.39 feet) along said parallel line and along the westerly line of said parcel of land; thence North $01^{\circ}31'14''$ West (recorded as North), 556.13 feet (recorded as 556.06 feet) along said parallel line and along the westerly line of said parcel of land to the south line of the Canadian Pacific Railway right of way; thence South $79^{\circ}45'43''$ East (recorded as South $78^{\circ}15'$ East), 173.64 feet along said south line and along the northerly line of said parcel of land to the point of beginning.

Excepting therefrom: All that part of the Northeast 1/4 of Section 35, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said Northeast 1/4 Section; thence South $88^{\circ}43'07''$ West (recorded as West), 179.25 feet (recorded as 181.06 feet) along the north line of said Northeast 1/4 Section to a line that is 36.00 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of South 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town road Record, and as established by the field location of the existing pavement; thence South $11^{\circ}17'35''$ East (recorded as Southeasterly), 38.59 feet (recorded as 38.48 feet) along said parallel line to a line that is 38.00 feet south of (as measured at right angles to) and parallel with the north line of said Northeast 1/4 Section, to the northeast corner of the Menomonee Valley Booster Station Site as described in a quitclaim deed from the Administrator of Veterans Affairs to the City of Milwaukee in Volume 3565 of Deeds on Pages 90 to 92 and recorded as Document No. 3485458 on April 23, 1956., and to the point of beginning of the following description: Thence continuing South $11^{\circ}17'35''$ East (recorded as Southeasterly), 450.00 feet along said line that is parallel with said westerly right of way line and along the easterly line of said site to the southeast corner of said site; thence South $88^{\circ}43'07''$ West (recorded as west), 367.68 feet along a line that is parallel with the north line of said Northeast 1/4 Section and along the south line of said site to the easterly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 3648 of Deeds on Pages 620 and 621 and recorded as Document No. 3543635 on December 4, 1956; thence North $11^{\circ}17'35''$ West (recorded as Northwesterly), 303.82 feet along the easterly line of said parcel of land and along a line that is parallel to said westerly right of way line of South 44th Street to a point of curve; thence Northeasterly, 102.93 feet (recorded as 102.93 feet) along the easterly line of said parcel of land and along the arc of a curve to the right having a radius of 94.76 feet and having a chord that bears North $19^{\circ}49'30.5''$ East (recorded as North $21^{\circ}04'47''$ East), 97.94 feet (recorded as 97.99 feet), to a non-tangent line; thence North $01^{\circ}16'53''$ West (recorded as North), 52.58 feet (recorded as 52.50 feet) along the easterly line of said parcel of land and along a line that is perpendicular to the north line of said Northeast 1/4 Section to a line that is 38.00 feet south of (as measured at right angles to) and parallel with the north line of said Northeast 1/4 Section and to the north line of the above said Menomonee Valley

Exhibit A - Page 6

October 21, 1996

REEL 3958 TAB 1332

Booster Station Site; thence North 88°43'07" East, 307.00 feet along said parallel line and along the north line of said site to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 3092 of Deeds, Page 320, Document No. 3159467, November 26, 1952
Volume 3099 of Deeds, Page 541, Document No. 3164369, December 17, 1952
Volume 3099 of Deeds, Page 543, Document No. 3164370, December 17, 1952
Volume 3099 of Deeds, Page 545, Document No. 3164371, December 17, 1952
Volume 3099 of Deeds, Page 547, Document No. 3164372, December 17, 1952
Volume 3099 of Deeds, Page 550, Document No. 3164373, December 17, 1952
Volume 3097 of Deeds, Page 450, Document No. 3162948, December 10, 1952
Volume 3068 of Deeds, Page 631, Document No. 3145028, October 2, 1952
Volume 3075 of Deeds, Page 463, Document No. 3149330, October 17, 1952
Volume 3126 of Deeds, Page 345, Document No. 3181975, March 10, 1953
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(vacation of North 46th Street)

Now more particularly bounded and described as follows:

Commencing at the southeast corner of said of said Southeast 1/4 Section; thence South 88°43'07" West (recorded as East), 142.69 feet (recorded as 144.00 feet) along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement to the southeast corner of Lot 7 of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision, and to the point of beginning of the following description: Thence continuing South 88°43'07" West (recorded as East), 744.46 feet along the south line of said Southeast 1/4 Section and along the south line of said subdivision to the centerline of vacated North 46th Street; thence North 03°27'07" East (recorded as North 4°44' East), 232.34 feet along said centerline to the westerly extension of the north line of Lot 5 in said subdivision; thence North 88°43'07" East (recorded as East), 548.25 feet (recorded as 548.45 feet) along said north lot line to the northeast corner of said lot and to the west line of Lot 8 of said subdivision; thence North 01°16'53" West (recorded as North), 77.17 feet along said west lot line and along the west line of Lot 9 of said subdivision to the southerly line of a parcel of land as described in a quitclaim deed from Wisconsin Electric Power Company to Milwaukee County as Parcel 17 in Volume 3760 of Deeds on Pages 74 and 75 and recorded as Document No. 3619880 on November 6, 1957; thence North 79°14'19" East (recorded as South 80°56' West), 125.18 feet (recorded as 127.26 feet) along the southerly line of said parcel of land to the easterly line of said Lot 9 and to said westerly right of way line of North 44th Street; thence South 10°12'24" East (recorded as North 8°55' West),

Exhibit A - Page 7

October 21, 1996

REEL 3958 PAGE 1333

237.05 feet along the easterly line of said Lots 9, 8, and 7 and along said westerly right of way line; thence South 11°17'35" East (recorded as North 8°55' West), 96.62 feet along the easterly line of said Lot 7 and along said westerly right of way line to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 3058 of Deeds, Page 158, Document No. 3138012, September 5, 1952
Volume 3065 of Deeds, Page 472, Document No. 3142931, September 25, 1952
Volume 3079 of Deeds, Page 437, Document No. 3151520, October 27, 1952
Volume 3086 of Deeds, Page 419, Document No. 3156018, November 12, 1952
Volume 3119 of Deeds, Page 285, Document No. 3177180, February 17, 1953
Volume 3119 of Deeds, Page 287, Document No. 3177181, February 17, 1953
Volume 3080 of Deeds, Page 385, Document No. 3152134, October 28, 1952
Volume 3078 of Deeds, Page 593, Document No. 3150972, October 24, 1952
Volume 3119 of Deeds, Page 410, Document No. 3177303, February 18, 1953
Volume 3286 of Deeds, Page 633, Document No. 3293386, May 11, 1954
Volume 3085 of Deeds, Page 635, Document No. 3155531, November 10, 1952
Volume 3085 of Deeds, Page 231, Document No. 3155099, November 7, 1952
Volume 3065 of Deeds, Page 470, Document No. 3142930, September 25, 1952
Volume 3079 of Deeds, Page 435, Document No. 3151518, October 27, 1952
Volume 3056 of Deeds, Page 295, Document No. 3136774, August 29, 1952
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(vacation of North 46th Street)

Now more particularly bounded and described as follows:

Commencing at the southeast corner of said of said Southeast 1/4 Section; thence South 88°43'07" West (recorded as East), 887.16 feet along the south line of said Southeast 1/4 Section and along the south line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision, to the centerline of vacated North 46th Street; thence North 03°27'07" East (recorded as North 4°44' East), 416.64 feet along said centerline to the northerly line of a parcel of land as described in a quitclaim deed from Wisconsin Electric Power Company to Milwaukee County as Parcel 17 in Volume 3760 of Deeds on Pages 74 and 75 and recorded as Document No. 3619880 on November 6, 1957 and to the point of beginning of the following description: Thence continuing North 03°27'07" East (recorded as North 4°44' East), 22.35 feet along said centerline; thence North 08°33'07" East (recorded as North 9°50' East), 117.50 feet along said centerline to the centerline of vacated West Park Hill Avenue; thence North 88°43'07" East, 511.14 feet along said centerline to the northerly extension of the west line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as item (J-8801) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464464 on January 30, 1956; thence South 01°16'53" East, 72.11 feet along the

REEL 3958 PAGE 1334

west line of said parcel of land to the northerly line of the above said parcel of land recorded as Document No. 3619880; thence South 79°24'55" West (recorded as North 80°56' East), 142.47 feet along said northerly line to the east line of a parcel of land as described in a quitclaim deed from John A. and Rosalie Juszczak to the State of Wisconsin in Volume 3286 of Deeds on Page 633 and recorded as Document No. 3293386 on May 11, 1954; thence South 01°16'53" East (recorded as North), 109.86 feet along said northerly line and along said east line to the southeast corner of said parcel of land recorded as Document No. 3293386; thence South 88°43'07" West (recorded as East), 35.00 feet along said northerly line and along the south line of said parcel of land recorded as Document No. 3293386 to the southwest corner of said parcel of land; thence North 01°16'53" West (recorded as South), 104.13 feet along said northerly line and along the west line of said parcel of land recorded as Document No. 3293386; thence South 79°24'55" West (recorded as North 80°56' East), 192.53 feet (recorded as 192.89 feet) along said northerly line to a point in the east line of Lot 2 of said subdivision that is 18 feet north of the southeast corner of said lot as measured along said east lot line; thence North 01°16'53" West (recorded as South), 12.00 feet along said northerly line and along said east lot line to a point that is 30 feet north of said southeast corner as measured along said east lot line; thence South 82°34'09" West (recorded as Northeasterly), 168.42 feet along said northerly line to the point of beginning.

Also, excepting therefrom: All that part of the Northeast 1/4 and the Northwest 1/4 of Section 35 and the Southwest 1/4 of Section 26, all in Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following document:

Volume 3422 of Deeds, Page 36, Document No. 3385060, April 19, 1955

Now more particularly bounded and described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of said Section 35; thence South 01°28'12" East (recorded as south 0°11' east), 400.00 feet along the west line of said Northeast 1/4 Section and along the easterly line of the above said parcel of land recorded in Document No. 3385060; thence North 88°43'07" East (recorded as east), 429.70 feet along a line that is parallel to the north line of said Northeast 1/4 Section and along the easterly line of said parcel of land; thence South 26°16'33" East (recorded as south 24°59'40" east), 300.00 feet along the easterly line of said parcel of land; thence South 32°46'33" East (recorded as south 31°29'40" east), 300.00 feet along the easterly line of said parcel of land; thence South 39°46'33" East (recorded as south 38°29'40" east), 169.46 feet along the easterly line of said parcel of land; thence South 72°46'33" East (recorded as south 71°29'40" east), 369.84 feet along the easterly line of said parcel of land; thence South 31°46'33" East (recorded as south 30°29'40" east), 791.34 feet along the easterly line of said parcel of land; thence North 88°33'07" East (recorded as north 89°50' east), 411.85 feet along the easterly line of said parcel of land; thence South 01°26'53" East (recorded as south 0°10' east), 523.42 feet (recorded as 524.54

Exhibit A - Page 9

October 21, 1996

REEL 3958 IMAGE 1335

feet) along the easterly line of said parcel of land to the northerly line of the Canadian Pacific Railway railroad right of way and to the southerly line of said parcel of land; thence North 79°45'43" West (recorded as north 78°27'10" west), 320.13 feet along said northerly right of way line and along the southerly line of said parcel of land to the westerly land of said parcel of land; thence North 08°22'46" West (recorded as north 7°04'13" west), 362.18 feet along the westerly line of said parcel of land; thence South 88°31'26" West (recorded as south 89°50' west), 112.20 feet along the westerly line of said parcel of land; thence North 31°48'13" West (recorded as north 30°29'40" west), 887.52 feet along the westerly line of said parcel of land; thence North 72°48'13" West (recorded as north 71°29'40" west), 138.93 feet along the westerly line of said parcel of land; thence North 87°14'08" West (recorded as north 85°55'35" west), 140.43 feet along the westerly line of said parcel of land; thence South 63°01'45" West (recorded as south 64°20'19" west), 136.40 feet along the westerly line of said parcel of land; thence South 51°18'10" West (recorded as south 52°36'43" west), 154.81 feet along the westerly line of said parcel of land; thence North 63°37'48" West (recorded as north 62°19'15" west), 437.01 feet along the westerly line of said parcel of land; thence North 48°59'05" West (recorded as north 47°40'32" west), 226.15 feet (recorded as 227.23 feet) along the westerly line of said parcel of land; thence North 31°42'35" West (recorded as north 30°26'19" west), 623.69 feet (recorded as 623.02 feet) along the westerly line of said parcel of land; thence North 01°27'16" West (recorded as north 0°11'00" west), 103.34 feet along the westerly line of said parcel of land; thence South 78°41'08" West (recorded as south 79°57'24" west), 690.46 feet (recorded as 690.84 feet) along the westerly line of said parcel of land; thence South 88°33'52" West (recorded as south 89°51' west), 316.55 feet (recorded as 315.62 feet) along a line that is parallel with the north line of said Northwest 1/4 Section and along the westerly line of said parcel of land to the west line of the East 1/2 of said Northwest 1/4 Section; thence North 01°26'50" West (recorded as north 0°5'30" west), 105.11 feet (recorded as 105.52 feet) along said west line and along the westerly line of said parcel of land to a non-tangent curve and to the northerly line of said parcel of land; thence Easterly, 546.74 feet (recorded as 546.71 feet) and to the left along the northerly line of said parcel of land and along the arc of a curve having a radius of 3500.00 feet and having a chord which bears North 79°50'17.5" East (recorded as north 81°06'39" east), 546.19 feet (recorded as 546.18 feet), to a non-tangent line; thence North 60°43'00" East (recorded as north 61°59'22" east), 635.87 feet (recorded as 635.05 feet) along the northerly line of said parcel of land to the east line of Mitchell Boulevard; thence North 01°42'08" East (recorded as north 2°58'30" east), 235.00 feet along the northerly line of said parcel of land and along the east right of way line of Mitchell Boulevard to a non-tangent curve (recorded as the westerly extension of the centerline of Story Parkway); thence Easterly, 210.04 feet and to the right along the northerly line of said parcel of land and along the arc of a curve having a radius of 405.00 feet and having chord which bears South 89°40'27.5" East (recorded as south 88°24'06" east), 207.69 feet, to the east line of said Southwest 1/4 Section and to the easterly line of said parcel of land; thence South 01°15'21" East (recorded as south 0°01' west), 298.22 feet along said east line and along the easterly line of said parcel of land to the point of beginning.

REEL 3958 ~~PLAT~~ 1336

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 2975 of Deeds, Page 276, Document No. 3084109, January 23, 1952.

Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955 (that part of vacated North 46th Street west of the centerline).

Now more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 26; thence South $88^{\circ}43'07''$ West, 142.69 feet along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement and to the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence North $11^{\circ}17'35''$ West (recorded as North $8^{\circ}55'$ West), 96.62 feet along said westerly right of way line and along said easterly line; thence North $10^{\circ}12'24''$ West (recorded as North $8^{\circ}55'$ West), 450.04 feet along said westerly right of way line and along said easterly line; thence North $04^{\circ}32'36''$ West (recorded as North $3^{\circ}15'$ West), 703.40 feet along said westerly right of way line and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision; thence North $04^{\circ}57'43''$ West (recorded as North $3^{\circ}15'$ West), 148.57 feet along said westerly right of way line and along said easterly line to a point in the easterly line of said parcel of land as described in said Document No. 3084109, to the northeast corner of said STORY'S SUBDIVISION NO. 2, and to the point of beginning of the following description: Thence South $88^{\circ}43'07''$ West (recorded as East), 116.55 feet (recorded as 120 feet) along the north line of Block 1 of said subdivision and along the easterly line of said parcel of land to the northwest corner of said Block 1; thence South $01^{\circ}16'53''$ East (recorded as North), 120.00 feet along the west line of said Block 1 and along the easterly line of said parcel of land to the southwest corner of said Block 1; thence South $88^{\circ}43'07''$ West (recorded as East), 157.26 feet along the north right of way line of vacated West St. Paul Avenue and along the easterly line of said parcel of land to the west right of way line of vacated North 45th Street; thence South $01^{\circ}16'53''$ East (recorded as North), 240.00 feet along said west right of way line and along the easterly line of said parcel of land to the northeast corner of Block 3 of said subdivision; thence South $88^{\circ}43'07''$ West (recorded as East), 284.00 feet along the north line of said Block 3 and along the easterly line of said parcel of land to the centerline of vacated North 46th Street; thence South $01^{\circ}16'53''$ East (recorded as North), 510.56 feet along said centerline and along the easterly line of said parcel of land; thence South $08^{\circ}33'07''$ West (recorded as North $9^{\circ}50'$ East), 83.44 feet along said centerline; thence South $03^{\circ}27'07''$ West (recorded as North $4^{\circ}44'$ East), 46.68 feet along said centerline to the northerly line of Parcel No. 18 as described in Volume 3760 of Deeds on Page 76 and recorded as Document No. 3619880; thence South $80^{\circ}38'09''$ West, 875.30 feet along the northerly line of said Parcel 18 and along the southerly line

Exhibit A - Page 11

October 21, 1996

REEL 3958 1337

of said parcel of land described in Document No. 3084109 to the easterly line of Bluff Park as described in Volume 901 of Deeds on Page 397 and recorded as Document No. 1100413 and to the westerly line of said parcel of land described in Document No. 3084109; thence North 35°12'27" East, 6.91 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 33°06'27" East, 45.65 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 27°10'26" East, 50.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 25°41'18" East, 50.04 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 22°32'18" East, 50.01 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 20°14'59" East, 50.08 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 15°25'41" East, 50.49 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 19°56'40" East, 58.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 46°48'52" East, 390.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 31°49'08" West, 301.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 03°25'52" East, 461.64 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land to the northerly line of said parcel of land and to a line that is parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as west), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along the northerly line of said parcel of land and along said perpendicular line to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as West), 665.31 feet along the northerly line of said parcel of land and along said parallel line; thence South 01°37'30" East (recorded as north), 50.45 feet along said northerly line and along a line that is parallel to the east line of said Southeast 1/4 Section to a point that is 343.91 feet south of (as measured at right angles to) the centerline of West Blue Mound Road and 610.75 feet west of (as measured at right angles to) the east line of said Southeast 1/4 Section; thence North 88°08'30" East (recorded as West), 376.62 feet (recorded as 370.67 feet) along the northerly line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, and to the above said westerly right of way line of North 44th Street; thence South 12°43'05" West (recorded as northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 18°18'56" West (recorded as northeasterly), 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 04°57'43" East (recorded as north), 185.74 feet (recorded as

Exhibit A - Page 12

October 21, 1996

REEL 3958 PAGE 1338

185.88 feet) along the easterly line of said parcel of land and along said westerly right of way line to the point of beginning.

The resulting above described parcel of land contains 5,441,913 square feet or 124.9291 acres of land.

REEL 3958 IMAG 1339

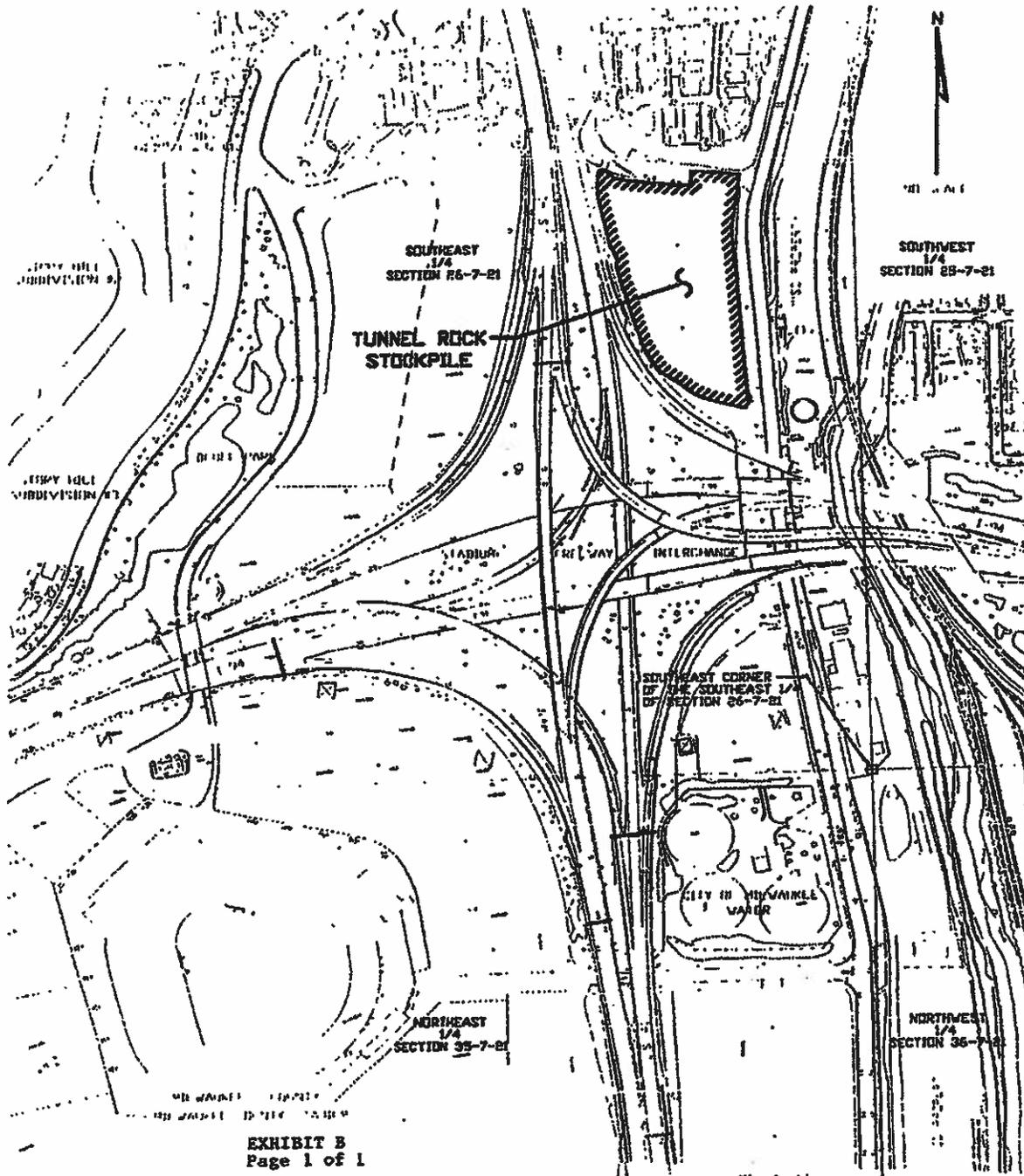


EXHIBIT B
Page 1 of 1

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally appeared before me the above named
Lawrence J. Timmerman and George F. Breitbach, to me personally
known to be the Chairman of the Board of Supervisors and the
County Clerk of Milwaukee County, respectively, who signed
the foregoing License and acknowledged the same.



CHARLOTTE M. WEISER

Charlotte M. Weiser
Notary Public, Milwaukee County,
Wisconsin.

My commission expires 9-18-55

SE 1/4 = C.I. L.R.A. NE 1/4 = B.R.A. pt B1

SEE 1300803

ORIGINAL
3066121

From
COUNTY OF MILWAUKEE
To
STATE OF WISCONSIN;
HIGHWAY COMMISSION;
CITY OF MILWAUKEE.

L I C E N S E

REGISTER'S OFFICE
MILWAUKEE, WIS.
RECEIVED
NOV - 1 1951
M. Weiser
Page 338
REGISTERED

RETURN TO
COMPTROLLER'S OFFICE
City of Milwaukee

320

3066121

Expireways
Parcel 1 & 3
No 44 St
W. National, North of

COMPTROLLER'S OFFICE
Doc't No. 289
714

KNOW ALL MEN BY THESE PRESENTS, that the County of Milwaukee, a municipal subdivision of the State of Wisconsin, for valuable consideration, does by these presents grant to the state of Wisconsin and the Highway Commission of the State of Wisconsin, and the City of Milwaukee, LICENSE with full power and authority to construct and maintain upon the premises hereinafter described, being property of the County of Milwaukee, a highway and appurtenances thereunto pertaining which shall constitute a part of that certain planned Expressway or Freeway system about to be constructed in the City of Milwaukee at the expense of said City of Milwaukee with state and federal aid.

Conditions of the foregoing are that the construction and maintenance of such road shall be without cost to Milwaukee County; that the within LICENSE shall not be considered a transfer or alienation of the property herein described or any part thereof; that the fee in said property shall continue at all times to remain in Milwaukee County and that the within LICENSE shall be subject to revocation in the event of the failure by LICENSEE to commence such construction within one year from date hereof.

The within LICENSE is given pursuant to formal action by Milwaukee County through its Board of Supervisors held at Milwaukee on the 24th day of July, 1951, reported in Proceedings at page 1130, as amended at meeting held September 18, 1951, reported in Proceedings, page 1293.

That the subject matter of the within LICENSE is the property described as follows:

Parcel 1 That part of the East 1/2 of Section 35, Township 7 North, Range 21 East of the Fourth Principal Meridian, part of which is in the City of Milwaukee and part of which is in the Village of West Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the S. E. 1/4 of Section 35, running thence north along the east line of the N. E. 1/4 of Section 35, 32.70 feet to a point on the south line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

Part of ECD # 1.



OFFICE OF CORPORATION COUNSEL

Milwaukee County

JOHN F. JORGENSEN
Acting Corporation Counsel

MARK A. GRADY
Acting Deputy Corporation Counsel

JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
ALAN M. POLAN
Principal Assistant
Corporation Counsel

DATE: June 8, 2011
TO: Supervisor Lynne De Bruin
Chair, Honorable Committee,
Economic and Community Development
FROM: John E. Schapekahn,
Principal Assistant Corporation Counsel

The State of Wisconsin is the owner of property adjacent to P&H Mining Equipment, Inc. on the east, bounded by National Avenue on the south and by Miller Parkway on the west, which is commonly referred to as parcel "Area 10." [See attached map]. The State obtained title to the 2.7-acre Area 10 by quit-claim deed from Milwaukee County. The County quit-claim deed restricts the use of the 2.7-acre Area 10 Parcel to construction and operation of a baseball stadium and related facilities and to certain streets and roads, and it also contains a provision that title to the 2.7-acre Area 10 Parcel reverts to Milwaukee County upon the occurrence of certain conditions. Milwaukee County also granted to the State, the State Highway Commission, and the City of Milwaukee a license to construct and maintain a highway and related appurtenances upon a portion of the 2.7-acre Area 10 Parcel.

The City of Milwaukee is the owner of the 3.5-acre Water Works Parcel bounded on the south by Selig Drive, on the west by Miller Parkway and on the east by 44th Street. [See attached map].

The State of Wisconsin and the City of Milwaukee have negotiated to transfer ownership of State's 2.7-acre Area 10 to the City, so that the City can sell the 2.7-acre Area 10 to P&H Mining Equipment, Inc. to use the acreage as a parking lot for the expansion of its Milwaukee business operations. The transfer would be accomplished by the City conveying the 3.5-acre Water Works Parcel to the State, which would in turn lease it to the Stadium District, which would in turn sublease the 3.5-acre Water Works Parcel to the Brewers.

The transaction, from Milwaukee County's perspective, would require approval of the Milwaukee County Board to release the 2.7-acre Area 10 from the Milwaukee County Restrictions, conditioned in turn upon substituted encumbrance of the Milwaukee County Restrictions upon the 3.5-acre Water Works Parcel.

A question has arisen whether the State of Wisconsin would have to agree with the imposition of the County deed restrictions on the 3.5-acre Water Works Parcel such as currently encumber the 2.7-acre Area 10 Parcel. The answer is yes: the State of Wisconsin and the City of Milwaukee have entered into (or will be entering into) a Land Transfer Agreement [attached] governing the exchange

between them of the State's 2.7-acre Area 10 to the City and the City's 3.5-acre Water Works Parcel to the State.

The "Recitals" to the Land Transfer Agreement expressly acknowledge the Milwaukee County license and deed restrictions on the 2.7-acre Area 10, enumerating them, in pertinent part, as follows:

E. Area 10 was also previously owned by Milwaukee County. Milwaukee County granted to the State, the State Highway Commission, and the City a license to construct and maintain upon a portion of Area 10 a highway and related appurtenances. ...

F. The State obtained title to Area 10 by a quit claim deed from Milwaukee County ... The Deed restricts the use of Area 10 for purposes of construction and operation of a baseball stadium and related facilities and for certain streets and roads, and it also contains a provision pursuant to which title to Area 10 reverts to Milwaukee County upon the occurrence of certain conditions

Section 3(a)(i), of the Land Transfer Agreement then goes on to provide, in pertinent part, for:

a quit claim deed from the City conveying the Water Works parcel to the State, which deed shall ... to the extent required by ... Milwaukee County ... contain the ... the Milwaukee County Restrictions (the "City Deed").

The State, as a signatory with the City to the Land Transfer Agreement agrees to be bound by the provisions of Section 3(a)(i), meaning the State agrees to accept the Water Works Parcel with the County Restriction encumbering it.

This obligation, assumed by the State, to accept the Water Works Parcel with the County Restriction encumbering it, is reinforced by Section 4(b) of the Land Transfer Agreement, which provides in pertinent part:

4. Contingency Period. During the one hundred twenty (120) day ... ("Contingency Period"), the Parties shall use commercially reasonable efforts to obtain the following:

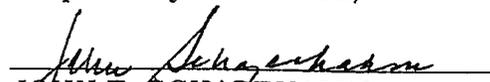
...

(b) From Milwaukee County, (i) approval of the Milwaukee County Board to release Area 10 from the Milwaukee County Restrictions and, if ... required by Milwaukee County as a condition to such release, approval to encumber the Water Works Parcel with the Milwaukee County Restrictions; (ii) a fully executed and recordable release of the Milwaukee County Restrictions from Area 10; (iii) approval to terminate the License; and (iv) a fully executed and recordable termination of the License.

Thus, the State and the City, as signatories to the Land Transfer Agreement, agree to the conveyance of the Water Works Parcel with the County Restriction encumbering it, and further agree, that the 2.7-acre Area 10 will not be released from the Milwaukee County Restrictions unless and until the 3.5-acre Water Works Parcel is encumbered with the County Restriction.

Corporation Counsel is satisfied that the State of Wisconsin would have to agree to the imposition of the County deed restriction on the 3.5-acre Water Works Parcel similar to that which currently encumbers the 2.7-acre Area 10 Parcel. Corporation Counsel is also of the opinion that the County Board may authorize the County Executive to release the deed restriction and license on the 2.7-acre Area 10 Parcel upon demonstration, to his satisfaction, that the deed restriction has been placed on the 3.5-acre Water Works Parcel by the City.

Respectfully submitted,



JOHN E. SCHAPEKAHM
Principal Assistant Corporation Counsel

LAND TRANSFER AGREEMENT

COPY

This Land Transfer Agreement ("Agreement") is entered into as of November 19, 2010 ("Effective Date"), by and between the State of Wisconsin, Department of Administration ("State"); the Southeast Wisconsin Professional Baseball Park District, a statutorily created instrumentality of the State of Wisconsin ("District"); the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership ("Brewers"); and the City of Milwaukee ("City"). The State, the District, the Brewers, and the City are referred to herein each as a "Party" and collectively as the "Parties." Chicago Title Insurance Company ("Title Company") is executing this Agreement solely to confirm its agreement to act as escrow agent for the transaction contemplated herein pursuant to the terms and conditions of this Agreement.

RECITALS

A. The State is the owner of property located in the City of Milwaukee, Milwaukee County, Wisconsin, legally described on Exhibit A, attached hereto and incorporated herein, and commonly referred to as "Area 10."

B. The State, as lessor, and the District, as lessee, are parties to a Ground Lease dated October 21, 1996, as amended by that certain First Amendment to Ground Lease dated as of October 31, 1998 (as amended, the "Ground Lease"), which Ground Lease encumbers Area 10, among other property.

C. Pursuant to an Amended and Restated Lease Agreement dated as of June 30, 2004, as amended by First Amendment to Amended and Restated Lease Agreement dated as of December 1, 2004, and by Second Amendment to Amended and Restated Lease Agreement dated as of January 14, 2005 (as amended, the "Sublease"), the District subleases the property subject to the Ground Lease, including Area 10, to the Brewers.

D. Area 10 was previously owned by the United States of America ("U.S. Government"), which conveyed Area 10 to Milwaukee County by a quit claim deed dated December 23, 1949 ("1949 Deed"). The 1949 Deed contains certain restrictions regarding the use of Area 10 and other rights in favor of the U.S. Government. On March 14, 1996, the U.S. Government recorded a Deed of Release with the Milwaukee County Register of Deeds, which Deed of Release released the restriction on alienation of Area 10, but it did not release the restrictions in the 1949 Deed requiring Area 10 to be used for civic and recreational purposes ("U.S. Government Restrictions").

E. Area 10 was also previously owned by Milwaukee County. Milwaukee County granted to the State, the State Highway Commission, and the City a license to construct and maintain upon a portion of Area 10 a highway and related appurtenances. Such license was recorded in the Milwaukee County Register of Deeds Office as Document No. 3066121 ("License").

COPY

F. The State obtained title to Area 10 by a quit claim deed from Milwaukee County recorded in the Milwaukee County Register of Deeds Office as Document No. 7308803 ("Deed"). The Deed restricts the use of Area 10 for purposes of construction and operation of a baseball stadium and related facilities and for certain streets and roads, and it also contains a provision pursuant to which title to Area 10 reverts to Milwaukee County upon the occurrence of certain conditions (such restrictions and reversion right, collectively, the "Milwaukee County Restrictions").

G. The City is the owner of property located in the City of Milwaukee, Milwaukee County, Wisconsin, legally described on Exhibit B, attached hereto and incorporated herein, and commonly referred to as the "Water Works Parcel."

H. The Parties desire to transfer ownership of Area 10 to the City, which it intends to sell to P&H Mining Equipment Inc. to use as a parking lot for the expansion of its business operations in the City of Milwaukee and the Village of West Milwaukee. Additionally, the Parties desire to transfer ownership of the Water Works Parcel to the State, which will lease it to the District, and the District, in turn, will sublease the Water Works Parcel to the Brewers.

AGREEMENT

Now, therefore, in consideration of the above Recitals and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exchange. The State hereby agrees to convey Area 10 to the City by quit claim deed in exchange for the Water Works Parcel, and the City hereby agrees to convey the Water Works Parcel to the State by quit claim deed in exchange for Area 10. The State, the Brewers and the District, as their interests appear, agree to amend the Ground Lease and the Sublease to release Area 10 and to substitute the Water Works Parcel in lieu thereof, and to make any other amendments to the Ground Lease and Sublease necessary to effectuate the terms of this Agreement.

2. Title Insurance. Within fifteen (15) days of the Effective Date, the City shall obtain from the Title Company and deliver to the Parties title insurance commitments for Area 10 and the Water Works Parcel. The City shall be responsible for paying the title insurance premium therefor and any costs associated therewith.

3. Formation of Escrow. On the Effective Date, the Parties shall deliver the following documents to the Title Company to be held in escrow pursuant to the terms and conditions hereof:

(a) From the City:

(i) A quit claim deed conveying the Water Works Parcel to the State, which deed shall, if and only to the extent required by the U.S. Government and/or Milwaukee

COPY

County, as applicable, contain the U.S. Government Restrictions and/or the Milwaukee County Restrictions (the "City Deed"); and

(ii) A Wisconsin Real Estate Transfer Return Receipt for the City Deed.

(b) From the State:

(i) A quit claim deed conveying Area 10 to the City (the "State Deed");

(ii) A Wisconsin Real Estate Transfer Return Receipt for the State Deed;

(iii) An amendment to the Ground Lease which (a) excludes Area 10 from the terms and conditions thereof, and (b) adds the Water Works Parcel to the terms and conditions thereof, as well as makes any other amendments necessary or desirable to effectuate the terms of this Agreement ("Ground Lease Amendment");

(iv) A memorandum, in recordable form, of the Ground Lease Amendment ("Ground Lease Amendment Memorandum"); and

(v) An access easement over the property commonly referred to as "Area 9" to serve Area 10 ("Access Easement").

(c) From the District:

(i) The Ground Lease Amendment;

(ii) The Ground Lease Amendment Memorandum;

(iii) An amendment to the sublease which (1) excludes Area 10 from the terms and conditions thereof, and (2) adds the Water Works Parcel to the terms and conditions thereof, as well as makes any other amendments necessary or desirable to effectuate the terms of this Agreement ("Sublease Amendment");

(iv) A memorandum, in recordable form, of the Sublease Amendment ("Sublease Amendment Memorandum"); and

(v) The Access Easement.

(d) From the Brewers:

(i) The Sublease Amendment;

(ii) The Sublease Amendment Memorandum; and

(iii) The Access Easement.

COPY

4. Contingency Period. During the one hundred twenty (120) day period following the Effective Date ("Contingency Period"), the Parties shall use commercially reasonable efforts to obtain the following:

(a) From the U.S. Government, (i) approval to release Area 10 from the U.S. Government Restrictions and, if and only to the extent required by the U.S. Government as a condition to such release, approval to encumber the Water Works Parcel with the U.S. Government Restrictions; and (ii) a fully executed and recordable release of the U.S. Government Restrictions from Area 10.

(b) From Milwaukee County, (i) approval of the Milwaukee County Board to release Area 10 from the Milwaukee County Restrictions and, if and only to the extent required by Milwaukee County as a condition to such release, approval to encumber the Water Works Parcel with the Milwaukee County Restrictions; (ii) a fully executed and recordable release of the Milwaukee County Restrictions from Area 10; (iii) approval to terminate the License; and (iv) a fully executed and recordable termination of the License.

(c) From the State, approval of (i) the disposition of Area 10 in exchange for the acquisition of the Water Works Parcel, (ii) the Access Easement; and (iii) the Ground Lease Amendment.

(d) From the City, the approval of the City of Milwaukee Common Council City for the disposition of the Water Works Parcel in exchange for the acquisition of Area 10.

(e) From the District, all necessary approval(s) of (i) the Ground Lease Amendment, (ii) the Sublease Amendment, (iii) the Access Easement, and (iv) the terms and conditions set forth in this Agreement.

The foregoing are referred to herein each as an "Approval" and collectively as the "Approvals." The Party who obtains each respective Approval shall, upon receipt thereof, deliver written notice of the same to the other Parties and the Title Company. If one or more of the Approvals cannot be obtained during the Contingency Period because of the governmental procedures required to be followed to obtain such Approval, the Contingency Period shall be extended for an additional ninety (90) days ("Extended Contingency Period").

If one or more of the Approvals has not been obtained by the expiration of the Contingency Period and it is highly unlikely that such Approvals will be obtained during the Extended Contingency Period, this Agreement shall be deemed terminated, the Title Company shall deliver the documents being held in escrow to the Party that deposited the same, and no Party shall have any further rights or obligations hereunder.

If one or more of the Approvals has not been obtained by the expiration of the Extended Contingency Period, this Agreement shall be deemed terminated, the Title Company shall deliver the documents being held in escrow to the Party that deposited the same, and no Party shall have any further rights or obligations hereunder.

COPY

5. Termination of Escrow. Upon receipt of the last of the Approvals, the Title Company shall deliver a copy of all of the documents being held in escrow to each of the Parties and shall record the following documents in the order listed below:

- (a) Release of U.S. Government Restrictions;
- (b) Release of Milwaukee County Restrictions;
- (c) Termination of the License;
- (d) State Deed;
- (e) City Deed;
- (f) Ground Lease Amendment Memorandum;
- (g) Sublease Amendment Memorandum; and
- (h) Access Easement.

In addition, the Title Company shall deliver the original Ground Lease Amendment and Sublease Amendment to the State, the District and the Brewers, as applicable.

6. Costs and Expenses. The cost of the escrow will be paid by the City. The cost of the recording fees and other closing costs shall be split equally between the Parties and paid upon receipt of an invoice from Title Company for the same. Transfer fees, if any, shall be the responsibility of the Party that is the grantor in a conveyance in which a transfer fee is due.

7. Notices. All notices or directions given under this Agreement shall be in writing and personally delivered, sent by commercial overnight courier, or sent by facsimile transmission and directed as follows:

IF TO STATE: State of Wisconsin Office of Department of Administration
101 E. Wilson Street
Madison, WI 53703
Attn: Secretary of the Office of Department of
Administration

WITH A COPY TO: State of Wisconsin
Office of Department of Administration
101 E. Wilson Street, 10th Floor
Madison, WI 53702
Attn: Ernest Jones, Esq.

COPY

IF TO DISTRICT: Southeast Wisconsin Professional Baseball Park District
Attention: Mr. Michael Duckett, Executive Director
Miller Park
One Brewers Way
Milwaukee, WI 53214

WITH A COPY TO: Davis & Kuelthau, s.c.
Attention: Susan G. Schellinger
111 E. Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

IF TO BREWERS: Milwaukee Brewers Baseball Club
Miller Park
One Brewers Way
Milwaukee, WI 53214
Attention: Legal Department

WITH A COPY TO: Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Joseph S. Rupkey, Esq.

IF TO CITY: City of Milwaukee
Attn: Commissioner of the Dept. of City Development
809 North Broadway
Milwaukee, WI 53202

WITH A COPY TO: City of Milwaukee
Office of the City Attorney
200 E. Wells Street, 8th Floor
Milwaukee, WI 53202
Attn: Danielle M. Bergner, Esq.

Notices or demands personally delivered shall be deemed received when given. Notices or demands sent by confirmed facsimile transmission shall be deemed received when given, if prior to 3 PM, recipient's local time, on a business day, otherwise on the next occurring business day. Notices or demands sent by commercial overnight courier shall be deemed received on the next business day following deposit.

8. Miscellaneous.

(a) This Agreement may only be modified in writing signed by all of the Parties. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

(b) This Agreement shall be governed by and construed under and enforced in accordance with the laws of the State of Wisconsin applicable to agreements made and to be

COPY

performed wholly within such state.

(c) Whenever in this Agreement a day is appointed for the closing, delivery of notice or any other matter shall occur on other than a business day, such date shall be deemed extended to the next regular occurring business day.

(d) Except as otherwise specifically provided herein, any Party may enforce this Agreement by appropriate action and the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees. This paragraph shall survive the closing of this transaction.

(e) This Agreement has been duly and validly authorized by each of the Parties and constitutes the valid and binding obligations of the Parties.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

This Agreement is executed as of the Effective Date.

STATE:
STATE OF WISCONSIN

By: 
Name: DANIEL SCHAEFF
Title: SECRETARY

Date: Dec. 28, 2010

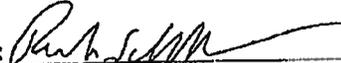
DISTRICT:
SOUTHEAST WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT

By: 
Name: Jay Williams
Title: Chairman

Date: November 23, 2010

BREWERS:
MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP

By: Milwaukee Brewers Baseball Club, Inc., its General Partner

By: 
Name: Rick Schlesinger
Title: EVP - Business Operations

Date: November 23, 2010

COPY

CITY:
CITY OF MILWAUKEE:

By: Elaine M. Miller
Name: Elaine M. Miller
Title: Special Deputy Commissioner
Signed per MCO § 304-49-9

Date: Nov. 19, 2010

Solely to confirm its agreement to act as escrow agent for the transaction contemplated herein pursuant to the terms and conditions of this Agreement:

TITLE COMPANY:
CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____, 2010

This Document Drafted By:
Danielle M. Bergner
Assistant City Attorney
City of Milwaukee

Milwaukee City Attorney
Approval and Authentication

Danielle M. Bergner, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee representatives above, and also authenticates the signatures of each of the above Milwaukee representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: Danielle M. Bergner
DANIELLE M. BERGNER
Assistant City Attorney
State Bar No. 1049359

Date: 11/19/2010

1049-2007-986:163488

COPY

EXHIBIT A

Legal Description of Area 10

The following tract of land in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 7 North, Range 21 East; described as follows:

Commencing at the Southeast corner of said Northeast $\frac{1}{4}$ of Section 35; thence North $01^{\circ}26'46''$ West along the east line of said Northeast $\frac{1}{4}$ of Section 35, 128.00 feet; thence perpendicular to said section line South $88^{\circ}33'14''$ West 461.51 feet to the POINT OF BEGINNING; thence South $01^{\circ}31'15''$ East, 524.04 feet; thence South $0^{\circ}41'19''$ West, 766.39 feet to the north right of way of National Avenue; thence along said north line North $83^{\circ}00'10''$ West 100.27 feet to the east right of way line of STH 341; thence along said east line the following courses: North $11^{\circ}59'12''$ West, 137.46 feet; thence North $06^{\circ}33'18''$ West 142.26 feet; thence North $0^{\circ}17'46''$ East 135.49 feet; thence North $6^{\circ}56'02''$ East 143.68 feet; thence North $12^{\circ}08'36''$ East 154.88 feet; thence North $12^{\circ}02'50''$ East 206.66 feet; thence North $89^{\circ}32'33''$ East 25.68 feet; thence North $0^{\circ}59'08''$ West 190.85 feet; thence North $3^{\circ}54'00''$ East 50.04 feet; thence North $03^{\circ}46'26''$ East 115.44 feet; thence North $12^{\circ}32'40''$ East 16.40 feet to a point of the end of the following courses along with said east line of STH 341; thence South $79^{\circ}45'43''$ East 9.04 feet to the Point of Beginning.

This parcel contains 118,310 sq. feet or 2.716 acres, more or less

COPY

EXHIBIT B

Legal Description of the Water Works Parcel

A parcel of land in the Northeast 1/4 of Section 35, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Commencing at a point in the Northeast corner of the Northeast 1/4 of Section 35, Town 7 North, Range 21 East; running thence West along the North line of said 1/4 Section, 181.06 feet to a point said point lying 36.00 feet Southwesterly of and measured at right angles to the Westerly line of South 44th Street; thence Southeasterly and parallel to the Westerly line of South 44th Street, 38.48 feet to a point, said point lying 38.00 feet South of and measured at right angles to the North line of said 1/4 Section, said point also being the point of beginning of the land to be described; thence Southeasterly along a line which lies 36.00 feet Westerly of and parallel to said Westerly line of South 44th Street, 450.00 feet to a point; thence West and parallel to the North line of said 1/4 Section, 400.00 feet to a point; thence Northwesterly and parallel to said Westerly line of South 44th Street, 450.00 feet to a point; said point lying 38.00 feet South of and measured at right angles to the North line of said 1/4 section; thence East along the a line which lies 38.00 feet South of and parallel to the North line of said 1/4 section, 400.00 feet to the point of beginning.

EXCEPT that part conveyed in Quit Claim Deed recorded as Document No. 3543635.

Address: 127 South 44th Street

This parcel contains 3.640 acres, more or less

INTER-OFFICE COMMUNICATION

DATE: May 27, 2011

TO: Lynn DeBruin, Chairman, Economic Development Committee

FROM: Damon M. Dorsey, Director of Economic Development
Department of Transportation and Public Works

SUBJECT: Milwaukee County Comprehensive Economic Development Plan Progress Report

BACKGROUND

Milwaukee County, in order to compete for talent and investment in the global economy, needs to continuously improve its capacity to support the generation of economic growth. Developing a Comprehensive Economic Development Strategy is a first step towards building a framework to drive long term economic growth in Milwaukee County.

The need for a Comprehensive Economic Development Plan for Milwaukee County could not be greater. Currently, Milwaukee County is the only county in the seven-county region that does not have a Comprehensive Plan, putting Milwaukee County at a distinct disadvantage as it works to integrate and leverage its economic development drivers to grow industries and create value. Compared to other rustbelt counties in the Midwest (Allegheny, Marion, Hennepin, Cuyahoga, Wayne) Milwaukee County – the 44th largest county in the United States - is the only county without clear strategy for growth.

The State of the economy also underlies the need for a Comprehensive Economic Development Plan: The population of Milwaukee County has been relatively stagnant for two decades; a large percentage of the workforce is unprepared for the jobs in new “innovative economy” of the 21st century – and, even if they were, there is no regional transportation system to them to where the jobs are. The City of Milwaukee has recently been designated the fourth poorest city in the United States; a dubious honor that is only compounded by the fact that the region is considered one of the most segregated in the country. Faced with increasing competition and looking to cut cost and improve productivity, local businesses are constantly reassessing whether the county of Milwaukee gives them the competitive edge to compete in the global economy.

The good news is that Milwaukee County has the Economic Drivers - infrastructure, workforce and the business climate - to support the growth of industries. Milwaukee County also has a culture of innovation and

entrepreneurship that has fueled the growth of the region since 1835. The Comprehensive Economic Development Plan will provide Milwaukee County a “blueprint” for leveraging its assets to generate to grow a local economy that can compete in the global economy of the 21st century.

To move the development of the Comprehensive Economic Development Plan forward, the Board of Milwaukee County approved (16-0) a resolution “authorizing and directing the Director of Economic Development to prepare an Economic Development Plan for Milwaukee County.” This Progress Report is also required as part of the Board’s resolution.

STATUS OF PLANNING PROCESS

Plan Development

The Development of the Plan is detailed in the “Scope of Work” provided by the Southeastern Wisconsin Regional Planning Commission (SEWRPC). The SEWRPC is coordinating the development of the Comprehensive Economic Development Plan with County staff. The Scope of work has six parts, identified in the table below:

Scope of Work	Timeline
Study Organization: Review the purpose of the plan to be outlined by the Commission staff with the assistance of the Milwaukee County Director of Economic Development. SEWRPC/Milwenty Staff	June 2011
Review of Economic Development Conditions in Milwaukee County: An analysis will be prepared of the present economic conditions in Milwaukee County, and historic trends. SEWRPC	
Assessment of County Infrastructure: An assessment will be made of County infrastructure including: transportation, utilities, parks and open space, educational infrastructure, and community services. SEWRPC	
Analysis of Existing Economic Development Efforts in Milwaukee County: Identify economic development activities of various agencies in Milwaukee County. SEWRPC/Milwenty Staff	September
Surveys of Economic Development Activities and Needs: Convene a number of focus groups of stakeholders in Milwaukee County who have an interest in economic development matters, including Milwaukee County elected officials, neighborhood-based economic development organizations, businesses and business groups and organizations, universities, and local units of government. SEWRPC/Milwenty Staff	October
Formulation of a Milwaukee County Economic Development Plan Define economic development goals, measurable objectives, vision statement, measurable objectives and an Action Plan for Milwaukee County. SEWRPC/Milwenty Staff	December

Plan Timeline

Milwaukee County Economic Development Staff working with the SEWRPC is planning on completing the CEDS by end of year 2011. The Advisory Committee has been appointed by Board Chair Lee Holloway, and we are planning to schedule the first Advisory Committee meeting for late June 2011. Much of the data collection analysis for the current conditions and assessment of infrastructure should be complete by mid-June 2011. Focus groups will take place in September and October 2011. Based on the current timeline we expect to submit a final version of the Plan to the Economic Development Committee by January 2012.

Advisory Committee

Below is the list of Advisory Committee members for the Plan. The Board Chairman has appointed all Advisory Committee members. The Advisory Committee represents a broad cross-section of the community. The Advisory Committee will oversee the development of the plan and provide valuable feedback and guidance on the development of the plan. The Advisory Committee will meet three to four times during the planning process.

ADVISORY COMMITTEE MEMBERS
Mark Levine, Senior Fellow UWM Center for Economic Development
Dr. Michael Burke, President Milwaukee Area Technical College
Hermann Viets, President Milwaukee School of Engineering
Don Sykes, Director The MKE Area Workforce Investment Board
Nancy Welch, Director of Community Development, City of Wauwatosa
Matt Schuenke, Village Manager Village of Whitefish Bay
Willie Wade, Alderman COMMON COUNCIL - CITY OF MILWAUKEE
Doug Seymore, Director of Community Development City of Oak Creek, Wisconsin
Mark F. Irgens, President Irgens Development Partners LLC
Joaquim Artoro, VP of Associated Bank
Max Rasansky, Managing Director CBE Richard Ellis

Erbert Johnson, CPA President and Chief Executive Officer North Milwaukee State Bank
Supervisor Johnny Thomas
Supervisor Joe Sanfelippo
Supervisor Peggy West

FUTURE ACTION

- Meet with Advisory Committee: Milwaukee County Economic Development Staff and the SEWRPC will meet with the Advisory Committee to review the scope and purpose of the CEDS. This will be the first of approximately three or four meetings with the Advisory Committee.
- Creating Focus Groups: Milwaukee County Staff, working with SEWRPC and the Advisory Group will create several focus groups, and then meet with the Focus Groups in September and October.
- Community Meetings: The planning process will include at least five community input sessions, held throughout Milwaukee County. These meetings will likely begin in September.

Damon M. Dorsey
Director of Economic Development

Cc: Chris Abele, Milwaukee County Executive
Lee Holloway, Chairman of Board of Supervisors
Jack Takerian, Director, Department of Transportation and Public Works

COUNTY OF MILWAUKEE
Department of Health & Human Services
INTER-OFFICE COMMUNICATION

DATE: May 31, 2011

TO: Lynne DeBruin, Chairperson – Economic & Community Development Committee

FROM: Geri Lyday, Interim Director - Department of Health and Human Services

SUBJECT: **Informational Report from the Interim Director, Department of Health and Human Services, notifying the County Board of a reduction in the County Community Development Block Grant for 2011**

Issue

HUD Secretary, Shaun Donovan has notified HUD field offices and Community Development Block Grant (CDBG) grantees that funding for FY2011 will be reduced approximately 17.8% from the FY2010 grant amount. For Milwaukee County, this results in a funding reduction of \$332,018 as compared to the 2010 Grant Award.

Background

In June 2010, the Milwaukee County Community Development Block Grant (CDBG) Program announced it was accepting applications for 2011 Block Grant Funds. Information and the applications were available on the Milwaukee County Housing Division website. Also, an advertisement was placed in the Journal Sentinel and local community newspapers for approximately ten days to encourage submission. All past applicants (nonprofits) and sixteen (16) municipalities were also notified of the application process.

Once applications were submitted, on October 25, 2010 all nonprofits applicants made two (2) minute presentations about their projects to the Committee on Economic and Community Development. The Committee approved the recommended allocation of 2011 CDBG funds (adopted resolution #10-377).

Discussion

In 2010, Milwaukee County allocated \$1,791,683 in CDBG funding to community projects; the actual 2010 Grant Award (received in late 2010) totaled \$1,868,525 which is \$76,842 more than allocated. For 2011, the DHHS Housing Division cautiously allocated \$1,791,683 to community projects, the same amount as in 2010. The allocation for 2011 projects was approved by the County Board and signed by the County Executive in November 2010.

As a result of passage of the 2011 Federal Budget, on April 25, 2011 the Housing & Urban Development (HUD) Community Planning & Development website listed 2011 Federal Fiscal

Year allocation estimates, with Milwaukee County estimated to receive \$1,536,507 which is \$332,018 less than the \$1,868,525 received in 2010 (a 17.8% revenue reduction).

This Federal revenue reduction would ordinarily necessitate a similar \$332,018 reduction in allocations to community projects. However, since only \$1,791,683 was allocated in 2011, the reduction needed to avoid a tax levy impact equals \$255,176. The DHHS Housing Division is able to further soften the impact of this 2011 revenue reduction by applying un-allocated CBDG dollars from prior years, in the amount of \$143,711, towards the 2011 allocation. This results in a net cut to 2011 community project allocations of \$111,465, from the original allocation of \$1,791,683 to \$1,680,218.

Therefore, the CBDG program reduction of \$111,465 creates an overall reduction of 7.6% per contract. When CBDG funding is reduced, the authority granted in each of the contracts, allows Housing to adjust each contract by an equal percentage. Attached is a listing of adjusted grants for the at-large (non-profit) organizations and the municipal projects.

Recommendation

This report is provided for information only. No action is required.

Fiscal Effect

There is no tax levy impact.



Geris Lyday, Interim Director
Department of Health and Human Services

Enclosure

cc: Chris Abele, County Executive
Terrence Cooley, Chief of Staff - County Board
Cynthia Pahl, Acting Assistant Fiscal and Budget Administrator
Antionette Thomas-Bailey, Fiscal Management Analyst - DAS
Glenn Bultman - County Board Analyst
Linda Durham - Committee Clerk

MILWAUKEE COUNTY CDBG 2011 PROJECTS with REDUCED GRANT

\\SharedData\CDBG\2011\Fund\Reduction In funds adjustment_2011_5-23-11.xls\2011

Act. Code	Proj Code	IDIS CODE	SPONSOR	PROJECT	Original Amt Awarded	Reduced Amount (reduction 7.6%)	Dollar Reduction	% Change
3A1G	211738	3692	Agape Community Center	Direct Medical Services	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3BA1	211739	3693	Badger Association of the Blind & Visually Impaired	Garage Expansion	\$ 20,000.00	\$ 18,480.00	\$ (1,520.00)	-7.6%
3BL1	211740	3694	Boys & Girls Clubs of Greater Milwaukee	Davis & LaVarway Solar Water heating	\$ 20,000.00	\$ 18,480.00	\$ (1,520.00)	-7.6%
3CA1	211741	3695	Casa Romero Renewal	Energy Efficient Upgrades	\$ 25,000.00	\$ 23,100.00	\$ (1,900.00)	-7.6%
3SS1	211742	3696	Council for the Spanish Speaking, Inc	Renovations to Hillview Building	\$ 40,000.00	\$ 36,960.00	\$ (3,040.00)	-7.6%
3ES1	211743	3697	Eastor Seals Southeast Wisconsin	Therapy Room Renovation	\$ 20,000.00	\$ 18,480.00	\$ (1,520.00)	-7.6%
3EC1	211744	3698	Eisenhower Center	Replace Rooftop HVAC Units	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3GC1	211745	3699	Grand Avenue Club	Facility Renovation	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3GV1	211746	3700	Granville Interfaith Program for the Elderly	Neighborhood Outreach Program	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3HG1	211747	3701	Hmong American Friendship Association	Rehab of H.A.F.A's Parking Lot	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3HT1	211748	3702	Hunger Task Force	Facility Rehabilitation	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3JH1	211749	3703	Journey House, Inc.	Workforce Readiness Program	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3LF1	211750	3704	Leo Family Community	Employment Training	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3LE1	211751	3705	Legal Aid Society	Foreclosure Mediation Project	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3MC1	211752	3706	Milwaukee Christian Center	Strategies to achieve Reading Success	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3BP1	211753	3707	Milwaukee County Community Business Devel Partners	Technical Assistance / Capacity Building	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3AB1	211754	3708	Milwaukee County Housing Division	Residential Architectural Barrier Removal Program	\$ 40,000.00	\$ 36,960.00	\$ (3,040.00)	-7.6%
3P21	211755	3709	Milwaukee County Dept of Parks & Recreation	Linsberg Park Improvements	\$ 100,000.00	\$ 92,400.00	\$ (7,600.00)	-7.6%
3MU1	211756	3710	Milwaukee Urban League	Capacity Building Program	\$ 20,000.00	\$ 18,480.00	\$ (1,520.00)	-7.6%
3MH1	211757	3711	My Home, Your Home Inc.	Boiler Replacement	\$ 25,000.00	\$ 23,100.00	\$ (1,900.00)	-7.6%
3VB1	211758	3712	National Association for Black Veterans, Inc.	Rehabilitation To Residential Homeless Facility	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3NB1	211759	3713	Neighborhood House	Replace Dishwasher	\$ 7,500.00	\$ 6,930.00	\$ (570.00)	-7.6%
3NH1	211760	3714	Northcott Neighborhood House	Facility Upgrade	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3PR1	211761	3715	Project Return	Employment Services	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3S1C	211762	3716	St. Catherine Residence, Inc.	Capital Needs	\$ 20,000.00	\$ 18,480.00	\$ (1,520.00)	-7.6%
3SP1	211763	3717	St. Vincent de Paul Society of Milwaukee	Improvements to Vincent Family Resource Center	\$ 25,000.00	\$ 23,100.00	\$ (1,900.00)	-7.6%
3WC1	211764	3718	Wisconsin Community Services, Inc. (WCS)	WCS Learn & Earn Program	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3BW1	211765	3719	Wisconsin Women's Business Initiative Corp	Business Owner - Microenterprise Development	\$ 17,500.00	\$ 16,170.00	\$ (1,330.00)	-7.6%
3WH	211766	3720	Word of Hope	Employment Services	\$ 15,000.00	\$ 13,890.00	\$ (1,140.00)	-7.6%
3B12	211701	3643	BAYSIDE	BAYSIDE/FOX POINT SR CITIZENS CENTER OPER	\$ 5,588.00	\$ 5,173.00	\$ (425.00)	-7.6%
			BAYSIDE	RETURNED LOANED CDBG FUNDS TO RIVER HILLS	\$ 21,702.00	\$ 20,053.00	\$ (1,649.00)	-7.6%
3D18	211702	3644	BROWN DEER	BROWN DEER SR CITIZENS CENTER-RENT & OPERATIONS	\$ 25,383.00	\$ 23,454.00	\$ (1,929.00)	-7.6%
3C17	211703	3645	CUDAHY	COLLEGE/PACKARD SIGNAL & INTERSECTION ADA	\$ 30,420.00	\$ 28,108.00	\$ (2,312.00)	-7.6%
3C19	211704	3646	CUDAHY	PROPERTY MAINTENANCE PROGRAM	\$ 8,000.00	\$ 7,392.00	\$ (608.00)	-7.6%
3C1B	211706	3648	CUDAHY	CUDAHY-ST FRANCIS INTERFAITH OLDER ADULT PROGRAM	\$ 15,400.00	\$ 14,230.00	\$ (1,170.00)	-7.6%
3C1A	211707	3647	CUDAHY	PROJECT CONCERN OF CUDAHY-ST. FRANCIS INC.	\$ 6,180.00	\$ 5,710.00	\$ (470.00)	-7.6%
3F14	211705	3649	FOX POINT	DUNWOOD CENTER LEASE	\$ 5,250.00	\$ 4,851.00	\$ (399.00)	-7.6%
3F15	211708	3650	FOX POINT	POLICE DEPT DOOR ACCESSIBILITY	\$ 35,000.00	\$ 32,340.00	\$ (2,660.00)	-7.6%
3K16	211709	3651	FRANKLIN	CLARE MEADOWS ADA SIDEWALK	\$ 40,500.00	\$ 37,422.00	\$ (3,078.00)	-7.6%
3K17	211710	3653	FRANKLIN	INTERFAITH HOME SUPPORT SERVICES	\$ 5,000.00	\$ 4,620.00	\$ (380.00)	-7.6%
3K18	211711	3665	FRANKLIN	SENIOR CITIZEN ACTIVITIES	\$ 8,700.00	\$ 8,039.00	\$ (661.00)	-7.6%
3G13	211712	3666	GLENDALE	CITY HALL ADA DOORS	\$ 45,200.00	\$ 41,765.00	\$ (3,435.00)	-7.6%
3L15	211713	3667	GREENDALE	ADULT PROGRAM SERVICES	\$ 10,500.00	\$ 9,702.00	\$ (798.00)	-7.6%
3L16	211714	3668	GREENDALE	PEDESTRIAN PATHWAY ADA ENHANCEMENTS	\$ 31,800.00	\$ 29,383.00	\$ (2,417.00)	-7.6%
3N14	211715	3669	GREENFIELD	COMMUNITY CENTER RENOVATIONS	\$ 55,000.00	\$ 50,820.00	\$ (4,180.00)	-7.6%
3N15	211716	3670	GREENFIELD	SENIOR CITIZEN PROGRAM COORDINATOR	\$ 20,000.00	\$ 18,480.00	\$ (1,520.00)	-7.6%
3H1B	211717	3671	HALES CORNERS	LIBRARY MATERIALS FOR SENIORS	\$ 1,500.00	\$ 1,398.00	\$ (114.00)	-7.6%
3H1A	211718	3672	HALES CORNERS	SENIORS ENRICHMENT PROGRAM	\$ 2,000.00	\$ 1,848.00	\$ (152.00)	-7.6%
3H1B	211718	3673	HALES CORNERS	LIBRARY ENTRANCE ADA IMPROVEMENTS	\$ 25,000.00	\$ 23,100.00	\$ (1,900.00)	-7.6%
3H1C	211720	3674	HALES CORNERS	ELDERLY PERSONS HOME SUPPORT SERVICES	\$ 1,500.00	\$ 1,398.00	\$ (114.00)	-7.6%
3O17	211721	3675	OAK CREEK	HANDICAP ACCESS - PLAYGROUND ADDITION	\$ 21,370.00	\$ 19,746.00	\$ (1,624.00)	-7.6%
3O18	211722	3676	OAK CREEK	INTERFAITH PROGRAM FOR THE ELDERLY	\$ 5,171.00	\$ 4,778.00	\$ (393.00)	-7.6%

Act. Code	Proj Code	IDIS CODE	SPONSOR	PROJECT	Original Amt Awarded	Reduced Amount (reduction 7.6%)	Dollar Reduction	% Change
3019	211723	3877	OAK CREEK	SENIOR CITIZEN CLUB	\$ 789.00	\$ 729.00	\$ (60.00)	-7.6%
301A	211724	3878	OAK CREEK	SALVATION ARMY	\$ 4,080.00	\$ 3,778.00	\$ (311.00)	-7.6%
301B	211725	3879	OAK CREEK	SALVATION ARMY- COMPUTER LAB	\$ 35,830.00	\$ 32,922.00	\$ (2,708.00)	-7.6%
			RIVER HILLS	SALE OF BLOCK GRANT FUNDS	\$ 23,400.00	\$ 21,822.00	\$ (1,778.00)	-7.6%
3S13	211728	3880	ST. FRANCIS	SERVICE FOR ELDERLY THRU CUDAHY/ST FRANCIS INTERFAITH	\$ 7,000.00	\$ 6,488.00	\$ (532.00)	-7.6%
3S14	211727	3881	ST. FRANCIS	SIDEWALK REPLACEMENT PROGRAM	\$ 40,000.00	\$ 36,980.00	\$ (3,040.00)	-7.6%
3V14	211728	3882	SHOREWOOD	SENIOR RESOURCE CENTER	\$ 10,000.00	\$ 9,240.00	\$ (760.00)	-7.6%
3V15	211729	3883	SHOREWOOD	SHORELINE INTERFAITH	\$ 2,500.00	\$ 2,310.00	\$ (180.00)	-7.6%
3V16	211730	3884	SHOREWOOD	SW AREA ALLEY IMPROVEMENTS	\$ 32,500.00	\$ 30,030.00	\$ (2,470.00)	-7.6%
3T1C	211731	3885	SOUTH MILWAUKEE	S. MILW/OAK CREEK INTERFAITH PROGRAM/ELDERLY	\$ 8,000.00	\$ 7,392.00	\$ (608.00)	-7.6%
3T1D	211732	3886	SOUTH MILWAUKEE	EASTER SEALS KINDCARE FLOORING REPLACEMENT	\$ 15,000.00	\$ 13,880.00	\$ (1,140.00)	-7.6%
3T1E	211733	3887	SOUTH MILWAUKEE	HUMAN CONCERNS MASONARY REPAIRS	\$ 30,000.00	\$ 27,720.00	\$ (2,280.00)	-7.6%
3T1F	211734	3888	SOUTH MILWAUKEE	HUMAN CONCERNS MORTGAGE	\$ 6,100.00	\$ 5,635.00	\$ (464.00)	-7.6%
3W13	211735	3889	WEST MILWAUKEE	COMMUNITY CENTRE IMPROVEMENTS	\$ 36,500.00	\$ 33,726.00	\$ (2,774.00)	-7.6%
3W14	211738	3890	WEST MILWAUKEE	COMMUNITY CENTRE MAINTENANCE/UPKEEP	\$ 9,000.00	\$ 8,316.00	\$ (684.00)	-7.6%
3Y12	211737	3891	WHITEFISH BAY	KLODE PARK PLAYGROUND IMPROVEMENTS-HANDICAP ACCESSIBILITY PHASE III	\$ 40,000.00	\$ 36,980.00	\$ (3,040.00)	-7.6%

SUBTOTALS \$ 1,468,683.00 \$ 1,355,216.00 \$ (111,467.00)

							% of Total Grant Awarded	
3MF1	211767	3721	Metro Milw Fair Housing Council**	Fair Housing Services	\$ 25,000.00	\$ 25,000.00	\$ -	19.0%
3B11	211768	3722	Milwaukee County CDBG**	CDBG Administration	\$ 300,000.00	\$ 300,000.00	\$ -	
TOTALS					\$ 1,791,683.00	\$ 1,680,216.00	\$ (111,467.00)	

	2010 Grant Awarded MKE Cnty	2011 Grant Estimate (per 4/26/11 announcement)
NOTE:	\$ 1,868,525.00	\$ 1,536,507.00
Original % adjustment from 2010 grant amount		-17.769%
Dollar reduction from 2010 grant amount		\$ (332,018.00)
2010 Unallocated Funds Available for 2011		143,711.00
Total reduction for 2011 Grant		\$ (188,307.00)
TOTAL GRANT AVAILABLE		\$ 1,680,216.00
Dollar amt Cnty Exec & Board allocated (Nov. 2010)	\$ 1,791,683.00	

Calculating the Planning and Administrative Costs Cap (**consists of Fair Housing Services & CDBG Admin)		
	Limit	Actual**
Total Entitlement grant amount	\$ 1,536,507.00	
Surplus from Urban Renewal	0.00	
Program Income received by grantee and its subrecipients (provided by Acct'g)	\$ 160,706.47	
TOTAL: the basis for calculating the cap	\$ 1,697,213.47	
Multiplied by	20%	19%
Maximum dollar level than may be obligated and charged to Planning and Capacity Building and Program Administration	\$ 339,442.69	\$ 325,000.00

INTER-OFFICE COMMUNICATION

DATE: May 27, 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 May 31, 2011.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: June 13, 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

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	3 rd quarter 2011	Closing date extended to on or before August 31, 2011 to accommodate a legal hearing concerning the title to the property.
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

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

5

DATE: June 8, 2011

TO: Supervisor Lynne DeBruin, Chairperson
Committee on Economic & Community Development

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

SUBJECT: Offer to purchase on a County-owned vacant lot located at 1900 South 94th Street in the City of West Allis, 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 vacant lot located at 1900 South 94th Street in the City of West Allis. A copy of the offer and an exhibit depicting the location of the property are attached.

The subject property, appraised at \$10,500, is a 36' X 135' vacant residential lot. The Milwaukee County Treasurer acquired the property for delinquent taxes by foreclosure proceedings.

The offer, in the amount of \$10,000 cash, is from Daniel S. Geraci and Valerie A. Geraci who live across the street.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the County Board acceptance of the above-described offer from Daniel S. Geraci and Valerie A. Geraci in the amount of \$10,000.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: June 13th, 2011

Attachments

cc: Chris Abele, County Executive
Lee Holloway, County Board Chairman
Supervisor Joe Sanfelippo, 17th District
Jack Takerian, Director, Transportation and Public Works
Josh Fudge, Fiscal Management Analyst

,

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated report exempt, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
 67 and Seller makes no warranties nor guarantees to the condition of property and Buyer relies
 68 on inspections made by him and or his contractors and purchases the property in its "as is"
 69 conditions. INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

70 **CLOSING** This transaction is to be closed no later than July 29, 2011
 71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and none

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 Property is currently tax exempt for 2011. Property will be reassessed for 2012

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) STRIKE ONE lease(s), if any, are vacant land no leases

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **N/A GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **N/A MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

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

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
 212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
 213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 215 unacceptability.

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

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 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
 222 commitment.

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

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 242 purchase price, accompanied by a written notice of termination.

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **N/A** PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____

307

308

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **N/A** ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned RB-2 Residential
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **N/A** SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **N/A** PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **[CHECK]**

327 **[ALL THAT APPLY]**: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **N/A** EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE]**
330 **[ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **N/A** APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337
338 **N/A** UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]**: electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **N/A** ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **N/A** LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **[CHECK ALL THAT APPLY]**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **N/A** MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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

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

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and None

424

425

426

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **[STRIKE]**
433 **[ONE]** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer is responsible to obtain any environmental
459 testing, if desired, at Buyer's cost. Buyer shall not hold Seller liable for any
460 environmental contamination found on property. Seller does not warrant condition or
461 suitability of subsoils for construction purposes.
462 Buyer responsible for any and all cost associated with the extension and hookup of all
463 utilities.

464

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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

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

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

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

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

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 502 to the Wisconsin Department of Natural Resources.

503 **N/A** **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **N/A** **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Acceptance of offer is subject to the approval of
527 Milwaukee County Board of Supervisors and the County Executive.

528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Gerald A. Baker

536 Milwaukee County on May 2, 2011

537 (x) Daniel S. Geraci DANIEL S. GERACI 5-2-11
538 Buyer's Signature ▲ Print Name Here ▶ Date ▲

539 (x) Valerie A. Geraci Valerie A. Geraci 5-2-11
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

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

548 (x) _____ Date ▲
549 Seller's Signature ▲ Print Name Here ▶

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 Milwaukee County on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

SUBJECT PROPERTY

CO. 430
9949

NORTHWESTERN

TRANSPORTATION

376	38	1	GERACI
375	37	2	-0053
	36	3	PROPERTY
074	35	4	
	34	5	-0054
073	33	6	
072	32	7	-0055
	31	8	
071	30	9	-0056
	29	10	-0057
1070	28	11	-0058
1069	27	12	
	26	13	-0059
1068	25	14	-0060
1067	24	15	
	23	16	-0061
1066	22	17	-0062
	21	18	
1065	20	19	-0063
87	19		

1900	38	1	-0052
	37	2	-0027
	37	2	-0028
	36	3	
	35	4	-0029
	34	5	-0030
	33	6	
	32	7	-0031
	31	8	
	30	9	-0032
	29	10	-0033
	28	11	-0034
	27	12	
	26	13	-0035
	25	14	
	24	15	-0036
	23	16	-0037
	22	17	-0038
	21	18	
	20	19	-0039

	38	1	-0026
	37	2	-0001
	37	2	-0002
	36	3	
	36	3	
	35	4	-0003
	34	5	
	34	5	
	33	6	-0004
	32	7	-0005
	31	8	
	30	9	-0006
	29	10	-0007
	28	11	
	27	12	-0008
	26	13	-0009
	25	14	
	24	15	-0010
	23	16	-0011
	22	17	
	21	18	-0012
	20	19	-0013

94th

93rd

92nd

WEST ROGERS

0122	1	20	-0142
-0123	2	19	-0141
0124	3	18	-0140
-0125	4	17	-0139
-0126	5	16	-0138
-0127	6	15	-0137
-0128	7	14	-0136-001
			-0136-002
-0129	8		-0136-003
-0130	9	13	-0135
-0131	10	12	-0134-001
-0132			

51	-0143	12	-0157
	-0144	11	-0156
	-0145	10	-0155
	-0146	9	-0154
	-0147	8	-0153
	-0148	7	-0152
	-0149	6	-0151
	-0150	5	-0150
	-0151	4	-0149
	-0152	3	-0148
	-0153	2	-0147
	-0154	1	-0146

	-0158	24	-0183
	-0159	23	-0182
	-0160	22	-0181
	-0161	21	-0180
	-0162	20	-0179
	-0163	19	-0178
	-0164	18	-0177
	-0165	17	-0176
	-0166	16	-0175
	-0167	15	-0174
	-0168	14	-0173
	-0169	13	-0172
	-0170	12	-0171

C. SCHLAEGERS
OAK HILL

2

3

4

WEST BEECHER

WINNERS SUBD. NO. 2 ST.

PLAT NO. ASSESSORS

92 ND

S.

(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 vacant lot located at 1900 South 94th Street in the City of West Allis; and

WHEREAS, the subject property, appraised at \$10,500, is a 36' X 135' vacant residential lot. The Milwaukee County Treasurer acquired the property for delinquent taxes by foreclosure proceedings; and

WHEREAS, the offer, in the amount of \$10,000 cash, is from Daniel S. Geraci and Valerie A. Geraci who live across the street; and

WHEREAS, the Committee on Economic and Community Development at their meeting on June 13, 2011 recommended acceptance of the above-described offer from Daniel S. Geraci and Valerie A. Geraci in the amount of \$10,000; now, therefore,

BE IT RESOLVED, that the Manager of Real Estate Services is hereby authorized to sign the above described offer to purchase from Daniel S. Geraci and Valerie A. Geraci; 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 1900 South 94th Street in the City of West Allis to Daniel S. Geraci and Valerie A. Geraci and/or assigns for the consideration of \$10,000, pursuant to the terms and conditions of their offer to purchase.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 27, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Offer to purchase on a County-owned vacant lot located at 1900 South 94th Street in the City of West Allis, 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	500	
	Revenue	10,000	
	Net Cost	- 9,500	
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.

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE : June 8, 2011

TO : Supervisor Lynne De Bruin, Chairperson
Committee on Economic and Community Development

FROM : Craig C. Dillmann, Manager, Real Estate Services
Department of Transportation and Public Works

SUBJECT : From Rainier Properties II, LLC requesting an extension to the option to purchase for the triangular-shaped, .37-acre Block 6E in the Park East Corridor, located between North Water Street, North Edison Street and East Knapp Street in the City of Milwaukee, east of the Milwaukee River.

Milwaukee County Board Resolution File No. 06-14(a)(a) was adopted on April 13, 2006, accepting a development proposal from MLG Commercial, the predecessor to Rainier Properties II, LLC ("Rainier") for Block 6E, in the amount of \$676,000, which is \$72,000 above the appraised value. The approved development project, estimated at \$8 million, included a four-story mixed-use building, comprising 8,000 rental square feet of retail on the first floor, approximately 36,000 square feet of rentable office space on the upper three floors and up to 31 underground parking spaces.

As referenced above, the proposal from Rainier reflected a stand-alone mixed-use development for Block 6E, however, their proposal also presented a development alternative by assembling Block 6E with a riverfront parcel controlled by Rainier across North Edison Street (exhibit attached). Developing a project on the assembled 2.6-acre site offers an opportunity for landmark development with a tax base beyond what could be achieved solely on the .37-acre County-owned Block 6E.

Rainier continues to advance their development vision for Block 6E, as assembled with their riverfront parcel. In the attached May 27, 2011 letter, Mr. Bruce Westling, the managing member of Rainier, states the Marcus Corporation Theatres continues to be committed to anchoring the project. The letter states Rainier also embarked on an educational partnership with MSOE. The partnership provided MSOE seniors a "real world" development experience by working on the project from the initial programming phase through a construction document phase. The

project was being considered by the Harmony Initiative, comprising the Milwaukee Ballet, UWM's Peck School for the Arts and a sports medicine clinic for the Medical College of Wisconsin, however, at this time does not appear to be in primary position.

Rainier continues to invest professional and monetary resources to move this landmark project forward. They recognize the real estate market is slowly recovering but understand time and perseverance are needed to bring the project to a successful completion. Therefore, Rainier is requesting a six-month extension to their option to purchase for Block 6E until December 30, 2011.

In addition to the \$65,000 in nonrefundable option fees already committed by Rainier and previously increasing the purchase price \$24,000 from \$676,000 to \$700,000, Rainier pledges to continue providing snow clearing of the sidewalks abutting Block 6E, litter removal and mowing services. Providing these services helps reduce County maintenance costs and improves the aesthetics of the surrounding area.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the Milwaukee County Board of Supervisors an extension to the existing option to purchase with Rainier for Block 6E until December 30, 2011.

FISCAL NOTE:

Extending the existing option to purchase with Rainier for Block 6E until December 30, 2011, will not include the payment of an extension fee, but Rainier continues to provide maintenance services on and abutting the block that reduces operating costs for the County. The \$65,000 nonrefundable option fee paid to date will be credited toward the \$700,000 purchase price, but will not be refunded if the option is not exercised and the purchase is not finalized.

Craig C. Dillmann
Manager of Real Estate Services

Meeting Date: June 13, 2011
Attachments

cc: Chris Abele, County Executive
Lee Holloway, County Board Chairman
Supervisor Eyon Biddle, Sr., District 10
Jack Takerian, Director of Transportation and Public Works
Josh Fudge, Fiscal Management Analyst

Blk6June11extmemo

AN FIVE SEVEN SEVEN D. COFFEE AND SNACKS SITE. RAINIER PARK

Manpower Site

Time Warner Cable Site

MILWAUKEE RIVER

Rainier controlled site

Subject

Knapp Ave.

McKinley Ave Bridge

M. SW ST.

N. EDISON

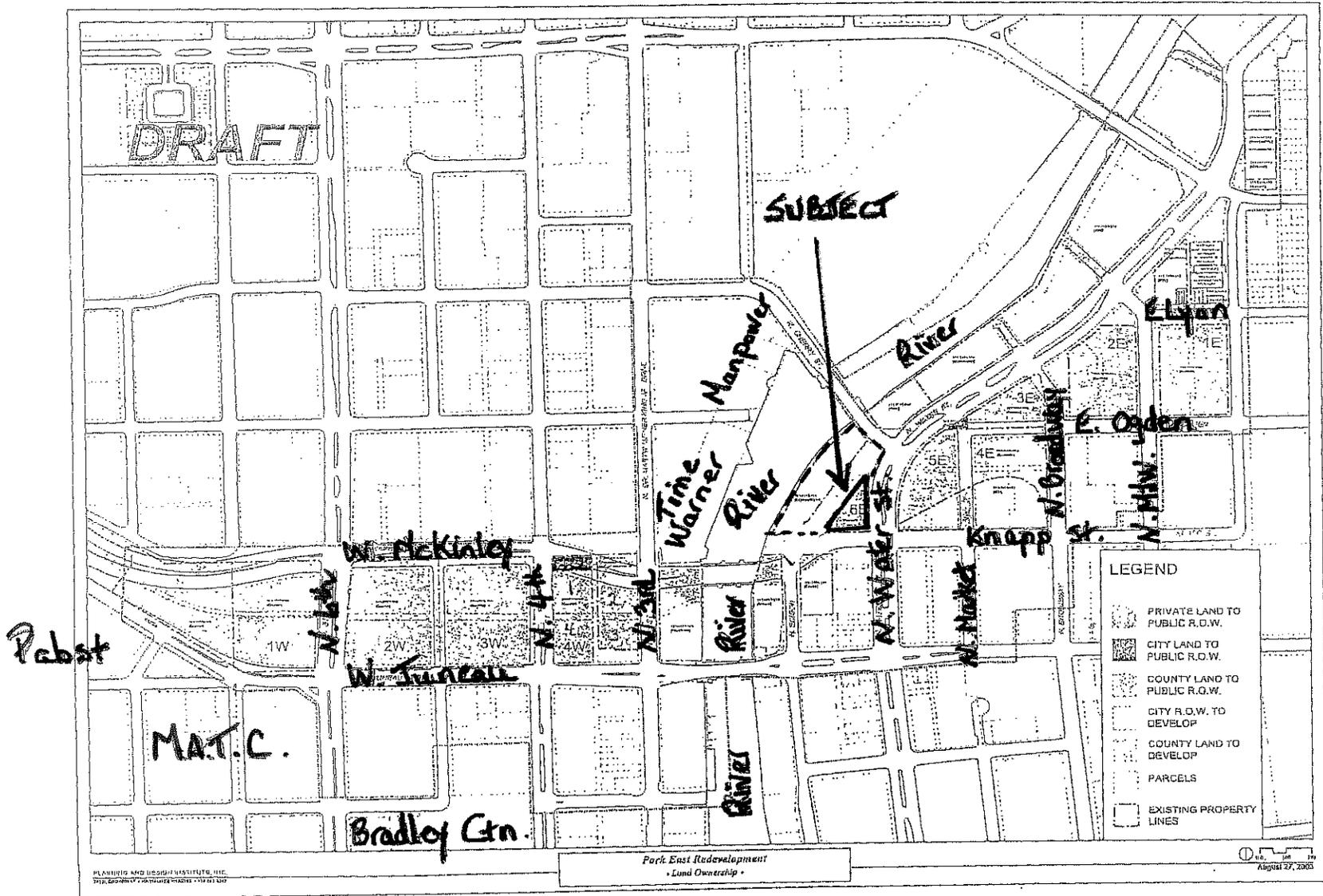
N. WATER ST.

N. ARDEN ST.

Juneau Avenue



N
1



Rainier Properties II, LLC

May 27, 2011

Mr. Craig Dillmann
Milwaukee County Real Estate
2711 W. Wells Street, Room 339
Milwaukee, WI 53208

Dear Craig:

We are pleased to bring the Economic Development Committee, especially new member Supervisor Biddle, up to date on the landmark project to be built at the northwest corner of Water Street and McKinley Avenue. As you know, the 2.6 acre site is an assemblage of privately owned property, a portion of N. Edison Street and .37 acres of County land.

Since there is a new member on the Committee I thought it would be helpful to again describe the site in more detail. The approximately 2.6 acre site consists of 3 separate parcels. The largest of the parcels is the parking lot that stretches 650 feet along the Milwaukee River owned by Parking Management Inc. (PMI.) PMI has entered into a partnership with our team to develop the property. The second part of the assemblage is Edison Street that runs between Cherry Street and McKinley Avenue. In our conversations with the Department of City Development we have been assured that the City would vacate Edison and contribute the parcel to the development. The third piece of the assemblage is the .37 acre parcel owned by the County at the corner of Water Street & McKinley Avenue. As we have discussed in the past we feel strongly that the highest and best use of the County owned parcel is that it be developed as a part of a larger landmark project. In fact, the Park East redevelopment plan adopted by the City calls for a landmark project on this assembled site.

We continue to pursue numerous development scenarios including the Harmony Initiative. We were informed in mid-April that although we are a finalist for the project, the Harmony search committee decided to pursue a different site for the time being. We continue to pursue the project and will bring the design we prepared to the June 13th meeting for presentation to the ECD. As you know, the real estate market is in a slow recovery which will hopefully accelerate discussions we are having with possible end users. Marcus Theatres continues to be committed to anchoring the project which is integral as we move forward.

I think it is important that you know that we have been engaged with MSOE over the past 9 months as well. We served as the client for Richard Eschner's section of the Architectural Engineering / Construction Management Senior Design project for the 2010-2011 academic year. This was a great experience for our development team as we provided MSOE seniors the complete development experience of working on a real project with an outside "real world" client, from programming through construction document phases. Our experience with the students and Mr. Eschner was extraordinary. We think this collaboration with MSOE and Dr. Hermann Viets will be a catalyst to our project and the Park East as we move forward.

As we have discussed previously, our team continues to invest considerable time and money in this important project. We respectfully request that the Committee continue its support of the project by extending our option agreement for an additional 6 months. As you know, we have

Rainier Properties II, LLC

provided snow removal services during the past winter and will remove litter and mow this summer on a regular basis.

We appreciate the Committee's support to date and look forward to continuing our working relationship to bring this project to fruition.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Westling". The signature is written in a cursive, flowing style.

Bruce Westling, Managing Member
Rainier Properties II, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

File No.
(Journal,)

(ITEM), From Rainier Properties II, LLC requesting an extension to the option to purchase for the triangular-shaped, .37-acre Block 6E in the Park East Corridor, located between North Water Street, North Edison Street and East Knapp Street in the City of Milwaukee, east of the Milwaukee River, by recommending adoption of the following:

RESOLUTION

WHEREAS, Milwaukee County Board Resolution File No. 06-14(a)(a) was adopted on April 13, 2006, accepting a development proposal from MLG Development, the predecessor to Rainier Properties II, LLC ("Rainier") for Block 6E, in the amount of \$676,000, which was \$72,000 above the appraised value; and

WHEREAS, the approved development, estimated at \$8 million, included a four-story mixed-use building, comprising 8,000 rental square feet of retail on the first floor, approximately 36,000 square feet of rentable office space on the upper three floors and up to 31 underground parking spaces.; and

WHEREAS, Block 6E was marketed as a stand-alone mixed-use development site and the original proposal from Rainier reflected a stand-alone mixed-use development for Block 6E, however the original proposal also presented a development alternative by assembling Block 6E with a riverfront parcel controlled by Rainier across North Edison Street. Developing a project on the assembled 2.6-acre site offers an opportunity for a landmark development with a tax base beyond what could be achieved solely on the .37-acre Block 6E; and

WHEREAS, Rainier continues to advance their development vision for Block 6E as assembled with their riverfront parcel. A letter from Rainier, dated May 27, 2011 states the Marcus Corporation continues to be committed to anchoring the project. The letter states Rainier embarked on an educational partnership with MSOE. The partnership provided MSOE seniors a "real world" development experience by working on the project from the initial programming phase through a construction document phase. The project was being considered by the Harmony Initiative, comprising the Milwaukee Ballet, UWM's Peck School for the Arts and a sports medicine clinic for the Medical College of Wisconsin, however, at this time does not appear to be in primary position; and

45 WHEREAS, Rainier continues to invest professional and monetary resources
46 to move this landmark project forward. They recognize the real estate market is
47 slowly recovering but understand time and perseverance are needed to bring
48 the project to a successful completion. Therefore, Rainier is requesting a six-
49 month extension to their option to purchase for Block 6E until December 30,
50 2011; and

51

52 WHEREAS, in addition to the \$65,000 in nonrefundable option fees already
53 committed by Rainier and previously increasing their \$676,000 purchase price
54 \$24,000 to \$700,000, Rainier pledges to continue providing snow clearing of the
55 sidewalks abutting Block 6E, litter removal and mowing services. Providing these
56 services helps reduce County maintenance costs and improves the aesthetics of
57 the surrounding area; and

58

59 WHEREAS, at their meeting on June 13, 2011, the Committee on Economic
60 and Community Development recommended extending the existing option to
61 purchase with Rainier for Block 6E until December 30, 2011; now, therefore,

62

63 BE IT RESOLVED, the Manager of Real Estate Services is hereby authorized
64 to extend the existing option to purchase with Rainier for Block 6E until
65 December 30, 2011.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 27, 2011

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From Rainier Properties II, LLC requesting an extension to the option to purchase for the triangular-shaped, .37-acre Block 6E in the Park East Corridor, located between North Water Street, North Edison Street and East Knapp Street in the City of Milwaukee, east of the Milwaukee River.

FISCAL EFFECT:

No Direct County Fiscal Impact Expenditures

Increase Capital

X Existing Staff Time Required

Decrease Capital

Expenditures

Increase Operating Expenditures

(If checked, check one of two boxes below)

Increase Capital Revenues

Absorbed Within Agency's Budget

Decrease Capital Revenues

Not Absorbed Within Agency's Budget

X Decrease Operating Expenditures

Use of contingent funds

Increase Operating Revenues

Decrease Operating Revenues

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	0	
	Revenue	0	
	Net Cost	0	
Capital	Expenditure		

Improvement Budget	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.

Extending the existing option to purchase for Block 6E until December 30, 2011 will not include the payment of an extension fee, but Rainier continues to provide maintenance services for the County within the Park East that reduces operating costs for the County. The \$65,000 nonrefundable option fee paid to date will be credited toward the \$700,000 purchase price, but will not be refunded if the option is not exercised and the purchase is not finalized.

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.

Department/Prepared By Craig C. Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

COUNTY OF MILWAUKEE
Interoffice Memorandum

DATE: June 13, 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. 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 49 CFR Part 26, also include goal setting requirements, the formula that determines and establishes participation 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 May 2011
 June 13, 2011
 Page 2**

That is a firm certified as Disadvantaged Business Enterprise {DBE} firm through Wisconsin's Unified Certification Program, a consortium including WI DOT, City of Madison, Dane County. 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 consistently ensures maximum DBE participation on County projects. Either directly or indirectly, DBE participation is sought as a means of enhancing economic opportunity within our County. When, and if all else fails, prime contractors must submit documentation to prove their Good Faith Efforts (GFE) that CBDP must then review to determine approval.

Waiver Report Summary

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

Total Contract \$ Amount for May 2011	\$5,700,292.00
Total Approved Waivers \$ Amount	\$ 38,950.00
Total Unapproved Waivers	0.00
Percentage of Waived for May 2011	0.68%

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

June 13, 2011

Page 3

Please see attachments respectively for details.

Prepared by:

Mildred Hyde-Demoze
CBDP Certification Manager

Mark Phillips
CBDP Interim Contract Compliance Manger

Approved by:

Freida Webb, Director

Freida Webb, Director

May 2011 Waiver Report

DEPARTMENT	Consultants /Contractors	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
------------	--------------------------	-------------------	-----------------	-----------------

CBDP approved waivers

Medical Examiner	Dr. Christopher Long	Forensic toxicology testing, interpretation, quality assurance	\$19,950.00	Dr. Long's labor
Corp Counsel for GMIA	Wildman, Harold, Allen & Dixon	Special counsel to consult & advise to certain matters to airport	\$19,000.00	Airport Debt Obligation

Contracts issued without CBDP review

None

Total Contract \$ Amount for April	\$5,700,292.00
Total Approved Waiver \$ Amount	\$38,950.00
Total Unapproved Waiver \$ Amount	\$0.00
Percentage Waived	0.68%

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

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