

OPTION TO PURCHASE AGREEMENT

Vacant Land
Tax Key# 3819999022
City of Wauwatosa, Wisconsin
County of Milwaukee, Wisconsin

For and in consideration of the sum of Five Thousand Dollars (\$5,000.00) ("Option Fee") tendered herewith, Milwaukee County ("County") does hereby grant unto Froedtert Memorial Lutheran Hospital, Inc. ("FMLH") an exclusive Option to Purchase ("Option") for that vacant 3.8 acre parcel of land located at Tax Key #3819999022 in the City of Wauwatosa, Wisconsin ("Property") and more particularly described in Exhibit A attached hereto, on the following terms and conditions:

1. **Purpose.** This Option is granted for the purpose of FMLH constructing a multi-unit supportive hospital guest house facility including all relevant related operational space, operated by Kathy's House, serving patients and their family members (the "Project").
2. **Acceptance Date.** The "Acceptance Date" shall be the date on which both County and FMLH execute and deliver this Option.
3. **Agreement to Sell and Purchase.** If FMLH exercises this Option, County shall sell to FMLH and FMLH shall buy from County, the Property along with all of the following (collectively, the "Property"):
 - a. All rights and appurtenances pertaining to the Property, including, without limitation, any and all right, title, and interest of County in and to adjacent roads, alleys, streets and ways, and any easements or other rights appurtenant to the Property;
 - b. Any governmental permits, approvals and licenses owned or held by County in connection with the Property, and the right to the use thereof, all to the extent the same are assignable; and
 - c. During the Option Period, the Property may be modified, by mutual agreement of the parties, to accommodate public access such as the widening of Doyne Avenue or 92nd Street or the installation of a bus stop, in which event the parties shall provide a substitute Exhibit A to replace the initial Exhibit A, provided that such modification shall not in any way impact development of the Project.
4. **Purchase Price.** If the Option is exercised, the purchase price shall be Five Hundred and Fifty-One Thousand Dollars and No Cents (\$551,000.00) payable by certified check or wire transfer ("Purchase Price") at time of closing, subject to customary deductions and pro-rations in a commercial real estate transaction in Wauwatosa, Wisconsin.
5. **County's Deliveries.**

a. **Due Diligence Materials.** Within thirty (30) days from the Acceptance Date, the County shall (at County's sole cost) make available to FMLH, upon FMLH's request, copies of the following documents to the extent they are in the County's possession and control (all such documents being referred to as the "Due Diligence Materials"):

(i) All surveys, site plans, or other drawings of the Property and tests, inspections, evaluations and/or reports relating to the Property, including but not limited to, environmental, topographical and geological studies and reports.

(ii) All notices, orders or other communications by or between County and any federal, state, municipal, local, or governmental agency regarding the Property.

(iii) Any appraisal of the Property from 2014 to present.

If at any time prior to Closing any additional Due Diligence Materials come into County's possession or control, or otherwise become reasonably obtainable by County or its agents, County shall deliver same to FMLH. All documents required to be provided under the foregoing provisions shall hereinafter be referred to as the "Additional Due Diligence Materials." If County delivers any Additional Due Diligence Materials after FMLH has exercised its Option hereunder, FMLH may, in its discretion, cancel the transaction prior to Closing and the Option Fee shall be returned to FMLH.

b. **Title Commitment.** After the Acceptance Date, County shall diligently seek to obtain a title insurance commitment showing title to the Property as of a date that is no more than fifteen (15) days before the delivery of such title commitment (the "Title Commitment"). The Title Commitment shall be subject only to those liens which will be paid out of the proceeds of Closing (as defined herein). The Title Commitment shall be issued by an insurer licensed to write title insurance in Wisconsin that has been approved by FMLH. County shall pay all costs associated with the Title Commitment.

6. **Term.** This Option shall commence immediately upon the Acceptance Date and, unless terminated earlier pursuant to terms elsewhere in the Option, shall continue in effect for twelve (12) months (the "Initial Option Period"). Unless otherwise specified in this Option, the Option Fee is nonrefundable, unless written notice of FMLH's intent not to exercise is received by County during the first six (6) months of the Initial Option Period. The Purchaser may extend the Initial Option Period for up to two (2) additional six (6) month periods (each an "Extension Option Period;" the Initial Option Period together with any Extension Option Period exercised by Purchaser referred to collectively as the "Option Period") by delivering written notice of such extension to the County before the end of the applicable Option Period, together with a fee of \$5,000 for the first extension and \$5,000 for the second extension (each a "Renewal Fee" and collectively, "Renewal

Fees”) and a progress report on the Project. Unless otherwise provided herein, any Renewal Fees paid by FMLH for an Extension Option Period are nonrefundable. The Option and Renewal Fees shall be credited toward the Purchase Price only if FMLH closes on the Property.

7. **Manner of Exercise.**

- a. FMLH shall exercise this Option by delivering a written statement to the Economic Development Director on or before the end of the Option Period. Throughout this Option, the term “Economic Development Director” means the Milwaukee County Economic Development Director or, if that position is vacant, means the Director of the Milwaukee County Department of Administrative Services.
- b. FMLH may only exercise this Option if FMLH exercises a separate Option to Purchase Agreement for all land currently leased from Milwaukee County on the Milwaukee Regional Medical Center campus, as depicted on Exhibit B.

8. **Closing.** Provided that all of the conditions for closing hereunder have been satisfied, the closing (“Closing”) shall occur within thirty (30) days from the date of the delivery of FMLH’s written statement to exercise the Option (the “Closing Date”), unless another date is agreed to by the parties in writing. The transaction shall be closed at the place in Milwaukee County, Wisconsin, designated by County. Occupancy of the Property shall be given to FMLH at the time of Closing. At any time after exercising this Option but before Closing, FMLH shall have the right to inspect the Property at reasonable times upon reasonable notice to determine if there has been a significant change in the condition of the Property. If FMLH reasonably determines there has been a significant change in the condition of the Property, FMLH may, in its discretion, terminate this Option and negate the exercise of the Option, in which event the Option Fee shall be returned to FMLH.

9. **Due Diligence Review.**

- a. Prior to the end of the Option Period but before exercising the Option, FMLH and/or FMLH’s agents and representatives shall have the right to:
 - (i) Conduct any soil, environmental or other assessment of the Property that FMLH deems necessary including, without limitation, any geotechnical investigation, a Phase I and/or Phase II environmental assessment, or any procurement and testing of soil, groundwater, or any other material located on the Property (collectively together the “Soil/Environmental Assessments”). FMLH shall pay all costs associated with the Soil/Environmental Assessments and promptly restore any portions of the Property damaged by such tests (e.g., due to soil borings) to substantially the same condition as existing just prior to such Assessment. FMLH shall, and shall request that its agents, representatives, and independent

contractors, perform such work in a manner that does not unreasonably cause disturbance to the Property. In conducting such Soil/Environmental Assessment, FMLH shall not disturb, excavate, exhume or relocate any buried bodies or remains on, in or under the soil discovered during Soil/Environmental Assessments. Should FMLH violate this provision, FMLH shall remedy such violation at the earliest possible time upon such discovery, including by preservation of the burial site from further disturbance, pursuant to Wis. Stat. §157.70(6m). FMLH signs this agreement with the express condition that all work by FMLH be performed and completed according to applicable laws and regulations, and consistent with the information and terms and conditions stated herein.

- (ii) Conduct any other test, inspection or review of the Property (or any information related to the Property) or seek to obtain any financing, approvals, or other information relating to the Project, including, but not limited to, (i) reviewing the Due Diligence Materials and (ii) reviewing or seeking to obtain any permit, notice, approval, variance, review or other matter relating to any federal, state, municipal, local or governmental agency involving the Property or the Project (collectively, the “Due Diligence Review”).

- (iii) In this Option, “Burial Site” and “Human Remains” have the meanings defined in Wis. Stats. §§ 157.70(1)(b) and (f), respectively. The County and FMLH agree to mutually cooperate to apply to the Wisconsin Historical Society (“WHS”) prior to Closing for pre-approval of a plan to handle any Human Remains found on the Property after Closing. The County agrees to execute any applications with respect to same reasonably required by WHS from the owner of the Property. In the event FMLH encounters any buried Human Remains during Soil/Environmental Assessments, FMLH shall not thereafter further disturb, excavate, exhume or relocate the Human Remains. Should FMLH violate this provision, FMLH shall indemnify and hold the County harmless and be responsible for all claims, damages and liability related thereto and shall use all best efforts to pursue and remedy such violation at the earliest possible time upon such discovery. FMLH shall immediately notify County of the discovery or existence of any buried Human Remains and County shall thereafter take such actions as may be required by applicable law with respect to the preservation of same. At no time before Closing shall FMLH transfer possession or control of any Burial Site to any person who is not a municipality unless the transfer provides for preservation of the Burial Site from any disturbance and is approved by the State of Wisconsin Burial Site Preservation Board pursuant to Wis. Stat. § 157.70(6m). The County does not represent or warrant that there are no Human Remains on the Land.

- (iv) FMLH and County understand that the discovery of any buried Human Remains on a portion of the Property prior to the Closing may complicate transfer of that portion of the Property to FMLH by the County per Wis. Stat. § 157.70(6m). In the event of such a discovery, FMLH and County, in cooperation, shall seek to obtain any needed approvals for the transaction or identify another mutually acceptable resolution of the issue, which resolution may include exclusion from the transaction of portions of the land containing buried Human Remains if the remaining portions of the Property are deemed suitable for its purposes by FMLH. In that event, the parties will enter into at Closing a lease of the excluded area to FMLH or an easement over the excluded area for the benefit of FMLH, in either case with no "base rent" or similar charge but whereby in either case FMLH will at its sole cost maintain and use the area in a fashion that is consistent with applicable law, and by which FMLH indemnifies the County against loss, claims, damages or actions arising out of FMLH's activities on the area so affected (whether lease or easement, the document establishing such interests shall be referred to herein as an "Excluded Area Easement Agreement"). If FMLH determines that the remaining portions of the land are unsuitable for its purposes, its sole remedy shall be to terminate the Option and receive a refund of the Option Fees.
- (v) If buried Human Remains are discovered on the Property after Closing, it shall be FMLH's obligation to deal with them in accordance with applicable legal requirements. County shall cooperate with FMLH as reasonably requested by FMLH in FMLH's efforts to do so; however, all costs and expenses associated with such Human Remains shall be FMLH's responsibility. If buried Human Remains are discovered on the Property after Closing, FMLH may elect to convey back to County the portion of the Property where such Human Remains are located, at no additional cost to County, provided that FMLH and the County enter into an Excluded Area Easement Agreement whereby FMLH agrees to continue to maintain such area at its sole cost and give a similar indemnity to that described above.
- b. County hereby grants to FMLH and FMLH's agents permission to enter onto and/or into the Property at reasonable times upon reasonable notice to conduct the activities set forth in this Section 9. County shall also cooperate with FMLH with respect to FMLH's activities set forth in this Section 9. Notwithstanding the provisions of this Section 9, before engaging in any Soil/Environmental Assessment or Due Diligence Review requiring the installation of soil borings on the Property, FMLH shall submit its contractor's proposed work plan to the Economic Development Director for approval as to the location of the proposed borings (which approval shall not be unreasonably withheld, conditioned or delayed) and the Economic Development Director shall respond within ten (10) business days. In the event that the Economic Development Director fails to

respond to FMLH within ten (10) business days after FMLH's submission, the proposed work shall be deemed acceptable and FMLH may proceed. The Economic Development Director shall require any contractor to produce a certificate of insurance complying with the requirements set forth in Exhibit C attached hereto.

10. **Closing Deliveries.**

- a. **FMLH's Deliveries.** At Closing, or as otherwise provided herein, FMLH shall deliver the following:
- (i) the Purchase Price.
 - (ii) three (3) executed versions of the Development Agreement. A draft of the Development Agreement shall be provided to FMLH within three (3) months after FMLH's Acceptance of the Option, and County and FMLH shall negotiate in good faith to finalize it within six (6) months from the Acceptance Date of this Option.
 - (iii) a certificate certifying that FMLH and Kathy's House have executed a lease agreement applying to the entire Property for the long-term provision of a hospital guest house facility, operated by Kathy's House, serving patients and members of their family.
- b. **County Deliveries.** At Closing, or as otherwise provided herein, County shall deliver the following:
- (i) Deliver a Warranty Deed in recordable form warranting that title to the Property is free and clear of all liens and encumbrances except any of the following items identified in the Title Commitment to which FMLH has not objected: any municipal and zoning ordinances and recorded agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and the general taxes levied in the year of closing.
 - (ii) Complete and execute the documents necessary to record the conveyance at County's cost, including the payment of the Wisconsin Real Estate Transfer fee, if any.
 - (iii) Deliver an owner's policy of title insurance (from the same insurer issuing the Title Commitment) in the amount of the Purchase Price on a current ALTA form (the "Title Policy"). The Title Policy shall be the evidence of the County's title. The Title Policy shall be subject only to those items shown in the Title Commitment which FMLH has expressly accepted. The Title Policy shall contain a "gap" endorsement or other equivalent gap coverage (at County's sole cost) to provide coverage for any liens or

encumbrances first filed or recorded after the effective date of the Title Commitment and before the deed is recorded. All other endorsements to the Title Policy shall be issued at FMLH's sole cost. County shall provide any affidavits or other documents required by the title company to issue the GAP endorsement (or equivalent coverage), to remove the applicable standard exceptions to title and/or to issue any endorsements reasonably requested by FMLH.

- (iv) Deliver a recorded Certified Survey Map or other survey instrument evidencing a property for conveyance similar to that described in Exhibit A, subject to approval by FMLH.
- (v) Any other documents reasonably requested by FMLH's lenders or otherwise required for the financing for the Project.
- (vi) Any other documents customarily associated with the sale of commercial real estate in Wauwatosa, Wisconsin.

c. **Additional Closing Terms.**

- (i) **Restrictions on Assignment.** This Option shall not be assigned by FMLH without the written consent of the Economic Development Director, other than to an entity in which FMLH has an ownership interest and controlling managerial authority. Notwithstanding the foregoing, the assignment of this Option by FMLH to Froedtert Health, Inc. shall be permitted without having to obtain the written consent of the Economic Development Director. Any assignment of the Option by FMLH in violation of this Section shall result in termination of the Option by County and retention of the entire Option Fee by County as liquidated damages.
- (ii) **Real Estate Proration.** General real estate taxes and private and municipal charges, if any, shall be prorated at Closing. Special assessments levied or attributable to work actually commenced prior to Closing shall be paid by County no later than Closing. Any income, taxes or expenses shall accrue to the County and be prorated through the Closing Date.

d. **The Development Agreement.** The "Development Agreement" shall define FMLH's development obligations on the Project. The Development Agreement shall be negotiated by the Economic Development Director and shall incorporate at least the following provisions:

- (i) If FMLH does not commence construction of the Project, defined as commencement of excavation of the Project, within twelve (12) months of Closing, County shall have the right to compel FMLH to reconvey the

Property to County, on ten (10) days written notice, in exchange for payment to FMLH of 85% of the Purchase Price.

(ii) If FMLH, having commenced construction, does not substantially complete construction of the Project within sixteen (16) months from the commencement of construction, or such longer period of time as may be needed to complete construction if FMLH is diligently pursuing construction, County shall have the right to compel FMLH to reconvey the Property to County, on ten (10) days written notice of the sixteen (16) month anniversary from the commencement of construction, in exchange for payment to FMLH of 85% of the Purchase Price, plus the sum of FMLH's certified construction costs expended for improvement of the Property.

(iii) FMLH has submitted Concept Plans for the Project, copies of which are attached hereto as Exhibit D (the "Concept Plans"). The schematic design plans for the Project should be generally consistent with the Concept Plans. Any Material Alteration from the Concept Plans shall require the written approval of the Economic Development Director, which approval shall not be unreasonably withheld, delayed or conditioned. As used herein, Material Alteration includes:

(a) A 20% variation in square footage of the proposed Project as provided in the Concept Plans; or

(b) Any use of the Property for other than residential, green spaces and accessory parking.

Material Alteration does not include:

(a) An alteration required by any municipality or other governmental agency or otherwise required by law; or

(b) An alteration required due to shortages or unavailability of materials (though substitute must be of comparable quality).

(iv) Deliver an executed Community Benefits Compliance Plan (the "Plan") from its construction manager for the Project (the "Construction Manager") which provides that the Construction Manager will comply with the following goals and requirements:

a. TBE Participation. The Construction Manager shall commit to ensuring that Targeted Business Enterprises ("TBE" or "TBEs") have an equal opportunity to receive and participate in the Project and shall require that its subcontractors do the same, as required by Chapter 42 of the Milwaukee County Code of General Ordinances. The Construction Manager shall utilize good faith efforts to achieve its goal of a minimum

of 25 percent TBE participation for Project costs relating to the hard construction costs. The Plan, which will require the approval of the County's Economic Development Division and the Office of Community Business Development Partners, will restate these goals, outline the minimum good faith efforts necessary to achieve the goals and specify the reporting requirements of the Construction Manager. Any change to the TBE goals shall require recertification pursuant to Wis. Stat. § 59.17(2)(b)3. Participation will be monitored through B2GNow, an online reporting system.

b. Residential Hiring. The Construction Manager shall commit to utilizing good faith efforts to achieve its goal of 25 percent of total construction labor hours being allocated to Milwaukee County residents. The Plan will restate this goal, outline the minimum good faith efforts necessary to achieve the goal and specify the reporting requirements of the Construction Manager. Any change to the Residential Hiring goal shall require recertification pursuant to Wis. Stat. § 59.17(2)(b)3. Participation will be monitored through certified monthly payroll reports from the Construction Manager and all other contractors and subcontractors, submitted by Construction Manager through LCPTracker, an online reporting system. Achievement of this goal will be consistent with the terms of the Local Employment and Coordination section of the Plan.

c. Workforce/Apprenticeship Training. The Construction Manager shall commit to utilizing good faith efforts to achieve its goal of having at least 5 apprentices participate on construction of the Project. The Plan will restate this goal, outline the minimum good faith efforts necessary to achieve the goal and specify the reporting requirements of the Construction Manager. Any change to the Workforce Training/Apprenticeship goal shall require recertification pursuant to Wis. Stat. § 59.17(2)(b)3. Participation will be monitored through certified monthly payroll reports from the Construction Manager and all other contractors and subcontractors, submitted by the Construction Manager through LCPTracker, an online reporting system. Achievement of this goal will be consistent with the terms of the Enhanced Apprenticeship and Training section of the Plan.

d. Prevailing Wage. The construction of the Project shall be subject to the following labor standards: (a) all labor shall be contracted and paid on an hourly basis; use of a per piece or other hourly equivalent basis is not permitted, (b) overtime at prevailing overtime rates for work on Saturday, Sunday and legal holidays and for more than 40 hours per week or 8 hours in any calendar day, (c) minimum hourly base wage rates and minimum hourly fringe benefits as specified in the US Department of Labor's Final Determination of annual prevailing wages in Milwaukee

County. These labor standards shall be included in FMLH's contract with the Construction Manager and the Construction Manager shall include such labor standards in its other contracts and subcontracts in connection with development of the Project. As part of the Plan, Construction Manager shall maintain records of compliance and require all other contractors and subcontractors to maintain and submit to the County certified payrolls for verification purposes.

- (v) After execution, a Memorandum of the Development Agreement may be recorded with the Register of Deeds.

11. **County's Warranties and Representations.** County hereby makes the following warranties and representations with respect to the Property:

- a. County has the full power and authority to enter into this Option and to close the transaction contemplated hereunder pursuant to Wis. Stat. §59.17(2)(b)3 and that certification attached hereto as Exhibit F.
- b. To the best of County's current and actual knowledge, County has not received, and County has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. County has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.
- c. To the best of County's current and actual knowledge, County is not a party to any agreement, contract or commitment to sell, convey, lease, assign, transfer, provide option rights, provide rights of first refusal, or otherwise give any third party any rights to use or occupy all or any part of the Property.
- d. To the best of County's current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and County is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.
- e. County is not aware of any outstanding permits, certificates, licenses or other similar approvals or authorizations that are required (but have not been obtained) for the transfer of all or any part of the Property under any federal, state or local law, ordinance, rule or regulation, or by any governmental or quasi-governmental agency having jurisdiction over the Property.
- f. County has no actual knowledge of any existing law, ordinance, governmental requirement or restriction that would prevent or limit the Project on the Property.
- g. To the best of County's current and actual knowledge, there are no claims, actions, litigation, proceedings, inquiries, disputes, rulings, judgments, or orders

that are (i) attached or pending against or relating to the Property or the transaction contemplated herein; or (ii) attached or pending that could affect the Property or the transaction contemplated herein.

- h. To the best of County's current and actual knowledge, there are no attachments, executions, assignments for the benefit of creditors, receiverships, or voluntary or involuntary proceedings in bankruptcy, or pursuant to any other debtor relief laws which have been (i) filed by County; (ii) contemplated by County; (iii) threatened against County; or (iv) which are currently pending against County in any judicial or administrative proceeding.
- i. Except as specified in Exhibit E, to the best of County's current and actual knowledge, (i) County has no knowledge of any Hazardous Material (as defined below) being or having been transported to or from, or generated, released, stored, or disposed of on or under the Property; (ii) County has no knowledge that the Property or any part of any improvements and equipment thereon contains any polychlorinated biphenyls; (iii) County has not received any notice of any action or proceeding relating to any Hazardous Material or notice of any release or threatened release thereof on or under the Property or any notice contrary to (i) and (ii) above; and (iv) County has no knowledge of any underground tanks on the Property.

For purposes of this Option, "Hazardous Material" means, without limitation, any substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "toxic substances" (including toxic mold) or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources. For purposes of this sub-paragraph, laws and regulations shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001, et seq.; A.R.S. §§ 49-201(16), 49-901(3), and 49-921(5); and in the regulations adopted pursuant to such laws; and any substance or material which has been determined by a state,

federal or local governmental authority with jurisdiction over the Property to be capable of posing a risk of injury to health or safety.

- k. To the knowledge of County, no brokerage fee, commission or finder's fee of any type is due any person in connection with the transaction contemplated by this Option.

All such warranties and representations of County, together with any others made hereunder, shall be reaffirmed to be true and correct as of the Closing Date to the same extent as the date of this Option. If any of the foregoing warranties and representations becomes untrue in any respect after the execution of this Option and is not cured by County (at no cost to FMLH) on or before Closing, then FMLH may elect to terminate this Option, in which event the Option Fee shall be returned to FMLH.

12. **Property Condition.**

- a. Except as otherwise provided herein, County shall convey the Property in its "AS IS" physical condition with all faults and defects, known or unknown, including but not limited to environmental defects, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure, except as otherwise provided herein.
- b. County discloses that the Property may contain old building foundations, building materials and other debris. Without changing the "AS-IS" nature of this transaction, FMLH is aware that the Property is or may be affected by adverse geotechnical conditions due to the presence of these materials or due to the bearing capacity of the soil. County has conducted no geotechnical investigation of the Property and assumes no liability for any subsurface conditions. FMLH is encouraged to undertake a geotechnical investigation and other due diligence reviews that it deems necessary upon execution of this Option by both parties.
- c. If FMLH exercises this Option, it shall release County from, and shall indemnify, hold harmless, and defend County from and against any and all liabilities, claims, penalties, forfeitures, and suits, and all reasonable costs and expenses, including the costs of defense, settlement, and reasonable attorney's fees and/or any other environmental damages related to, or arising out of, soil, subsoil and environmental conditions arising out of, or in any way connected with the presence of any Hazardous Material on, in, or under the Property, including but not limited to, liability arising out of or in any way connected with the investigation, monitoring or cleanup under any federal, state or local law or regulation or ordinance of any Hazardous Material on, in or under the Property, and including but not limited to the transportation, storage and disposal of such Hazardous Materials.

- d. If FMLH exercises this Option, it shall be solely responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Property or surrounding areas by FMLH, its employees, contractors, agents or guests, and Hazardous Materials whose presence pre-exists the inception of FMLH's possession, located in and on the Property, regardless of whether they are discovered or disturbed as a result of FMLH's construction activities on, at or near the Property. FMLH shall indemnify, defend and hold County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) related to, or arising out of, such FMLH's obligations, or failure to perform such obligations described above, and any claim, action or damages asserted against the County by any party or governmental agency related to, or arising out of any Hazardous Material at, in, under, or migrating to or from the Property.
- e. County shall not provide an updated survey of the Property.
13. **ADA Compliance.** FMLH agrees that the Project will comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. §12101, et. seq.
14. **Time is of the Essence.** It is understood that time is of the essence as to the provisions of this Option.
15. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To the County: Economic Development Director
 Dept. of Administrative Services
 Economic Development Division
 633 W. Wisconsin Avenue, Suite 903
 Milwaukee, WI 53203

With a copy to: Milwaukee County Corporation Counsel
 901 North 9th Street, Room 303
 Milwaukee, WI 53233

To FMLH: c/o Froedtert Health, Inc.
 9200 West Wisconsin Avenue
 Milwaukee, WI 53226
 Attn: Scott Hawig, CFO

With a copy to: c/o Froedtert Health, Inc.
 9200 W. Wisconsin Avenue
 Milwaukee, WI 53226
 Attn: Amy Marquardt, Esq.

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt (in the case of personal delivery) or on the date of their deposit in the United States mail (in the case of mailing).

16. **Default.** A material failure to perform any obligation relating to the purchase or sale of the Property after FMLH's exercise of this Option shall be a default which may subject the defaulting party to liability for damages or other legal remedies. If FMLH defaults on the terms of the purchase of the Property after FMLH's exercise of this Option, County may sue for specific performance and request the Option Fee as partial payment of the Purchase Price, or terminate this Option and sue for actual damages. If County defaults on the terms of the purchase of the Property after FMLH's exercise of this Option, FMLH may sue for specific performance, receive a return of the Option Fee, or terminate this Option and sue for actual damages. In addition, either party may seek any other remedies available in law or equity.
17. **Authority.** County has the authority to enter into this Option, pursuant to that Wis. Stat. §59.17(2)(b)3 certification set forth in Exhibit F.
18. **Special Conditions.**
 - a. **Force Majeure Delay.** If any party is delayed or prevented from the performance of any act required by this Option by reason of either fire, earthquake, war, flood, riot, strikes, labor disputes, judicial orders, public emergency or regulations, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.
 - b. **Distribution.** County and FMLH agree that FMLH (or its agents) may distribute copies of this Option to any potential lenders, investors or other persons interested in the Project, and to any appraisers, title insurance companies and other settlement service providers connected to the transaction contemplated herein or the Project.
 - c. **Dates and Deadlines.** Deadlines expressed as a number of "days" from an event, such as the calculation of the Option Period or the Closing Date, shall be calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 - d. **Counterparts.** The Option may be executed in two (2) counterparts, each of which shall constitute one and the same instrument. The parties agree that a signature affixed to any counterpart of this Option and delivered by facsimile or email shall be valid, binding and enforceable against such party.
 - e. **Further Assurance.** Each of the parties hereto hereby agrees to execute and deliver such documents and to take such other actions at any time and from time

to time hereafter as may be reasonably requested by the other party hereto to carry out the provisions or purposes of this Option.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, FMLH has caused this Option to be duly executed in its name and on its behalf by Catherine A. Jacobson its President & CEO

FROEDTERT MEMORIAL LUTHERAN HOSPITAL, INC.

By: Catherine A. Jacobson
Name: Catherine A. Jacobson
Title: President & CEO

Date: June 13, 2018

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 13th day of June, 2018, Catherine Jacobson, the President & CEO of Froedtert Memorial Lutheran Hospital, Inc., and to me known to be the person who executed the above and foregoing Option.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

[Signature]
Notary Public
Milwaukee County,

My Commission is permanent

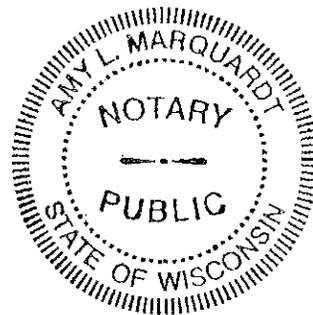


Exhibit A

Description of Real Property

Address:	N/A, SE corner of N 92 nd St and Doyne Ave on the MRMC Campus
Land area:	168,340 sf (3.8 acres, subject to change)
Zoning:	Zoned SP-MED, Special Purpose – Medical Center District by the City of Wauwatosa

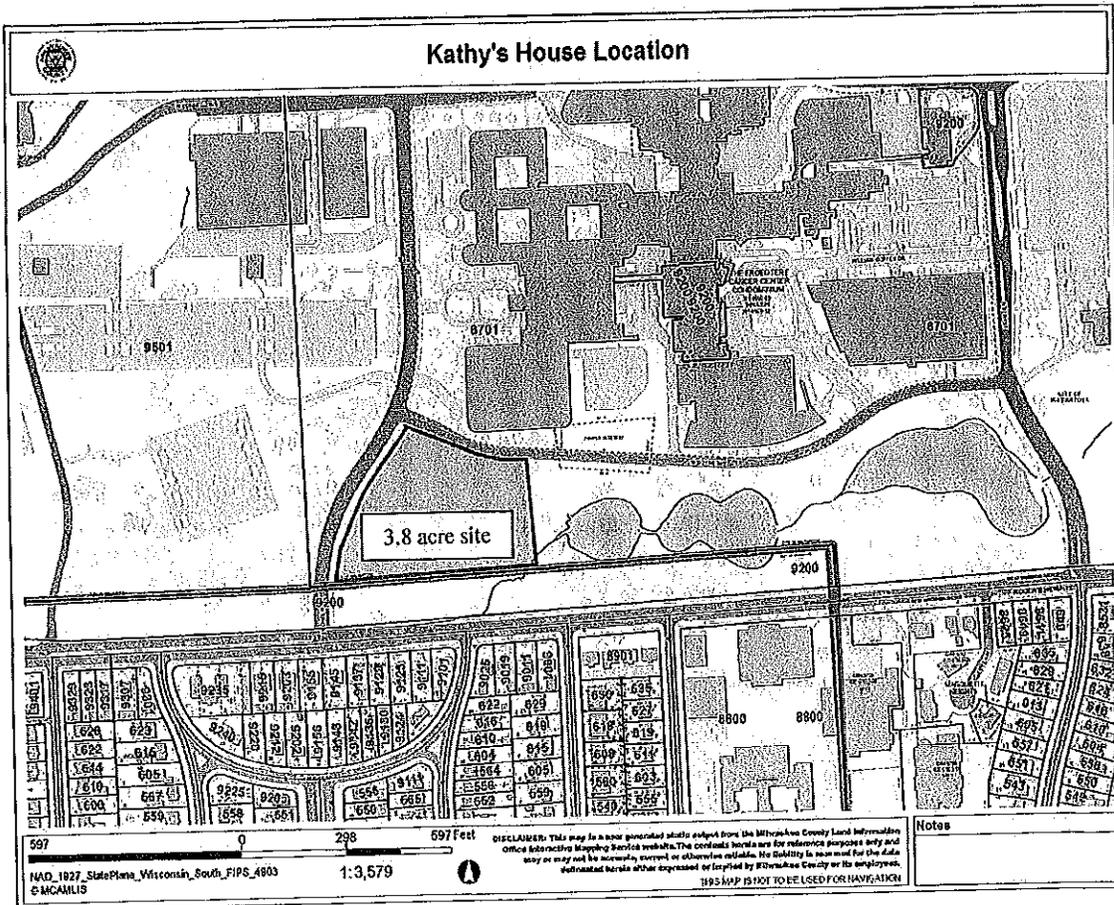


Exhibit C

Insurance Requirements -Right of Entry

A Certificate of Insurance, naming Milwaukee County as an additional insured, must be sent for inspection and approval prior to the Closing to the Economic Development Director, Department of Administrative Services, Milwaukee County by email to james.tarantino@milwaukeecountywi.gov, evidencing the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the issuance of a right of entry permit.

The insurance requirements are subject to periodic review and reasonable adjustment by the County Risk Manager.

Exhibit D

Concept Design Plans

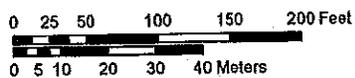
See attached.

Exhibit E

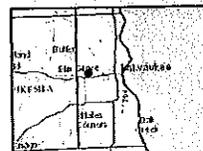
Hazardous Materials Reports



Map Details: UWM-CRM 2016-093
Coordinate System: NAD 1927 StatePlane Wisconsin South FIPS 4803
Projection: Lambert Conformal Conic
Datum: North American 1927
Created by: UWM-CRM 2/26/2016

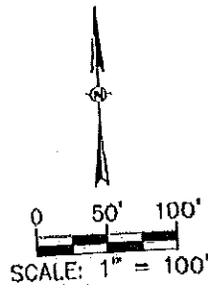
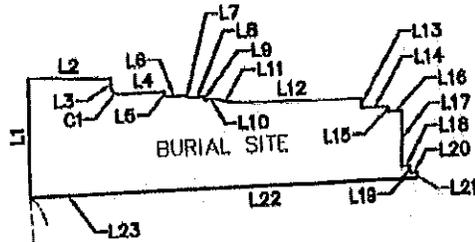


1:1,000



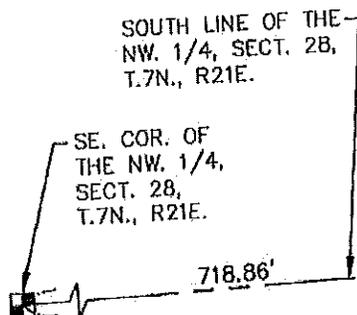
CURVE DATA

C1
 DEL. = 74'21"09"
 TAN. = 4.35'
 LEN. = 7.44'
 RAD. = 5.73'
 CHD. = 6.93'
 C.B. = S 52'41"46" E



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	82.14'	N01'05'53"E
L2	58.04'	S87'24'33"E
L3	7.35'	S00'00'00"W
L4	31.22'	S90'00'00"E
L5	2.36'	S00'00'00"E
L6	14.70'	S88'58'37"E
L7	4.24'	S68'11'55"E
L8	9.97'	N90'00'00"E
L9	2.38'	S08'20'25"E
L10	8.13'	N90'00'00"E
L11	12.41'	S76'33'05"E
L12	90.53'	S89'00'13"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L13	6.56'	S00'00'00"E
L14	18.10'	N90'00'00"E
L15	3.15'	S00'00'00"W
L16	9.71'	S90'00'00"E
L17	38.34'	S02'21'12"W
L18	5.25'	S87'08'15"E
L19	4.75'	S06'20'25"E
L20	4.99'	S90'00'00"E
L21	3.68'	S04'05'08"W
L22	221.97'	N90'00'00"W
L23	50.64'	S89'42'11"W



N 88'05'19" E 2671.97'

SE. COR. OF THE NW 1/4, SECT. 28, T.7N., R.21E.

LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of said Northwest 1/4; thence North 88'05'19" East, on and along the south line of said Northwest 1/4, 718.86 feet; thence North 01'54'41" West, 401.85 to the point of beginning; thence North 01'05'53" East, 82.14 feet; thence South 87'24'33" East, 58.04 feet; thence South 00'00'00" West, 7.35 feet to the beginning of a curve to the left, having a radius of 5.73 feet and a long chord of South 52'41'46" East, 6.93 feet; thence Southeasterly, on and along the arc of said curve, 7.44 feet; thence South 90'00'00" East, 31.22 feet; thence South 00'00'00" West, 2.36 feet; thence South 88'58'37" East, 14.70 feet; thence South 68'11'55" East, 4.24 feet; thence North 90'00'00" East, 9.97 feet; thence South 06'20'25" East, 2.38 feet; thence South 90'00'00" East, 8.13 feet; thence South 76'33'05" East, 12.41 feet; thence South 89'00'13" East, 90.53 feet; thence South 00'00'00" West, 3.15 feet; thence South 90'00'00" East, 18.10 feet; thence South 02'21'12" West, 38.34 feet; thence South 90'00'00" East, 9.71 feet; thence South 06'20'25" East, 4.75 feet; thence South 90'00'00" East, 4.99 feet; thence South 04'05'08" West, 3.68 feet; thence South 89'56'41" West, 272.61 feet to the point of beginning.

Containing 16,899 square feet (0.388 acres), more or less.

PROJECT NUMBER: 20160731.00
 DATE: 9/12/17
 SCALE: AS SHOWN

PROJECT TITLE: MILWAUKEE REGIONAL
 MEDICAL CENTER
 BURIAL SITE

REEL 3051 IMAG 42

6775503

REGISTRAR'S OFFICE } ss
MILWAUKEE COUNTY, WI }
RECORDED

DOCUMENT NO. _____
CATALOG # 161
BURIAL # BMI-0076
OWNER NAME Milwaukee County Department of Public Works
ADDRESS and Development
Courthouse Annex, Room 305
907 North 10th Street
Milwaukee, Wisconsin 53233

'93 JUN -9 AB 41

REEL 3051 IMAGE 42
With a Copy of REGISTER OF DEEDS

NOTICE OF LOCATION OF CATALOGED BURIAL SITE

WHEREAS, the legislature intends by 1985 Wisconsin Act 316 to assure that all human burials be accorded equal treatment and respect for human dignity without reference to ethnic origins, cultural backgrounds or religious affiliations; and
WHEREAS, s. 157.70(2)(a), Wis. Stats. provides that the director of the State Historical Society of Wisconsin shall identify and record in a catalog, burial sites in this state, together with sufficient contiguous land necessary to protect the burial site from disturbance; and
WHEREAS, s. 7011(13), Wis. Stats. provides a property tax exemption for land containing a burial site which is entered in the state catalog of burial sites and that this makes the property tax treatment of burial sites consistent with the property tax treatment of cemeteries; and
WHEREAS, s. 157.70(5)(b), Wis. Stats. provides that no person may intentionally cause or permit the disturbance of a cataloged burial site without a permit from the director of the State Historical Society of Wisconsin.
Now therefore be it known that the following described lands contain a cataloged burial site and are subject to the protection and provisions of 1985 Wisconsin Act 316.

Pauper Cemetery - Froedtert Hospital Tract

A parcel of land in the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section, thence N 86° 38' 29" East for 731.24 feet along the South line of said 1/4 Section to a point; thence N 03° 21' 31" West for 421.03 feet to the point of beginning; thence N 07° 26' 42" West for 112.92 feet to a point; thence N 86° 30' 58" East for 283.73 feet to a point; thence S 06° 18' 34" West for 149.32 feet to a point; thence North 85° 38' 41" West for 252.90 feet to the point of beginning.

6775503

dated this 16th day of April, 1993 RECORD 10.00

THIS INSTRUMENT DRAFTED BY:

Suzanne M. Harris
*Suzanne M. Harris

Signature of H. Nicholas Muller III
Director, State Historical Society of Wisconsin
*H. Nicholas Muller III

RETURN TO:
Burial Sites Preservation
Historic Preservation Division
The State Historical Society
of Wisconsin
816 State Street
Madison, Wisconsin 53706

ACKNOWLEDGEMENT
STATE OF WISCONSIN Dane COUNTY
Personally came before me this 16th day of April, 1993
the above named INDIVIDUAL

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Robert B. Thomasgard, Jr.
*Robert B. Thomasgard, Jr.
Notary Public Dane County, Wisconsin.
My Commission is permanent. (If not, state expiration date: _____, 19____)



*Names of persons signing in any capacity should be typed or printed below their signatures.

Exhibit F

Certification pursuant to Wis. Stat. § 59.17(2)(b)3

CERTIFICATION APPROVING THE SALE OF
Vacant Land, partial Tax Key# 3819999022
CITY OF WAUWATOSA, WISCONSIN
COUNTY OF MILWAUKEE, WISCONSIN

The undersigned certify that each has reviewed the terms and conditions of the Option to Purchase Agreement for that vacant 3.8 acre parcel of land located on Tax Key #3819999022 in the City of Wauwatosa, Wisconsin, and more particularly described in Exhibit A of the Option to Purchase Agreement and hereby certifies, pursuant to Wis. Stat. § 59.17(2)(b)3 that the sale is in the best interests of Milwaukee County.

- The sale generates sale proceeds that financially benefit Milwaukee County.
- The anticipated development provides a needed service that is a hospital guest house facility including all relevant related operational space serving patients and their family members.
- The anticipated development provides opportunities for job creation, workforce apprenticeship, and job training for underserved populations.

The Economic Development Division of Milwaukee County is hereby authorized to commence all actions necessary to complete the sale of the vacant land as soon as practicable, in accordance with the Option to Purchase Agreement with Froedtert Memorial Lutheran Hospital, Inc., attached hereto.

Dated this _____ day of _____, 2018. .

Pursuant to Wis. Stat. § 59.17(2)(b)3, this certificate is valid if signed by two of the following:

1. Chris Abele, Milwaukee County Executive
2. Scott Manske, Milwaukee County Comptroller
3. Sue Eick, An individual who is a resident of the City of Milwaukee who has been appointed by the Milwaukee County Intergovernmental Cooperation Council (ICC), an executive council, as defined in Wis. Stats. § 59.794(1)(d).

Signatures for approval:

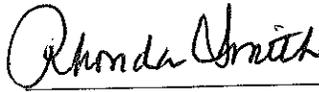

Chris Abele, Milwaukee County Executive

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

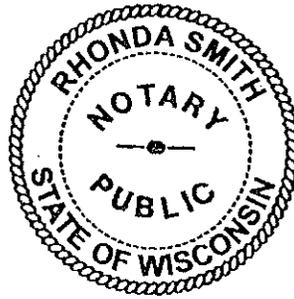
Personally came before me this 13th day of June, 2018, Chris Abele, County Executive for Milwaukee County, and to me known to be the person who executed the above and foregoing Certification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]



Notary Public
Milwaukee County,
My Commission expires 3/8/2019



Scott Manske, Milwaukee County Comptroller

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE _____)

Personally came before me this _____ day of _____, 2018, Scott Manske, the Comptroller for Milwaukee County, and to me known to be the person who executed the above and foregoing Certification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Notary Public
_____ County,

My Commission _____

Sue Eick, ICC Appointee

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2018, Sue Eick, an individual who is a resident of the City of Milwaukee who has been appointed by the Milwaukee County Intergovernmental Cooperation Council, and to me known to be the person who executed the above and foregoing Certification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Notary Public

_____ County,

My Commission _____

