

Name and Return Address:  
Department of City Development  
Attn: Benji Timm  
809 North Broadway  
Milwaukee, WI 53202-3617

This document was drafted by:  
Department of City Development, City of Milwaukee.

Tax Key No.: See Exhibit A

Recording Area

AGREEMENT, By and between the **CITY OF MILWAUKEE**, a public body corporate, which, together with any successor public body or officer hereafter designated by or pursuant to law, ("City"), having its office at 809 North Broadway in the City of Milwaukee ("City"), State of Wisconsin, and **Menard Inc.**, ("Menard") a Wisconsin corporation, having its offices at 5101 Menard Drive, Eau Claire, WI 54703, WITNESSETH:

WHEREAS, the City has offered to sell and Menard is willing to purchase certain real property more particularly described in **Exhibit A** annexed hereto and made a part hereof ("Property"), and to improve the Property for and in accordance with this Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

#### **SEC. 1. DESCRIPTION**

Menard agrees to own the Property consistent with the obligations and requirements included in this Agreement.

#### **SEC. 2. MENARD ACTIONS**

(a) In connection with the Property, the Menard shall:

1. Within 12 (twelve) months of Closing (as that term is defined below), improve the Property by filling all existing potholes in keeping with Menard home improvement store maintenance standards and practices for drive aisle and parking areas (the "Project"). Further maintenance to the Property, such as repaving, restriping and replacement or installation of curb and gutter, shall be performed on the Property at such time and in keeping with the regularly scheduled maintenance practices for the drive aisle and parking areas of the Menard home improvement store site located at 8110 West Brown Deer Road, Milwaukee, WI 53223-1704.

(b) Covenants and agrees that no additional buildings, structures, or other similar improvements shall be constructed on the Property without the prior written approval of the City, including without limitation because of enumeration, any addition to or expansion of any principal building currently located on or presently proposed for construction on the Property or any accessory building to such principal building. Notwithstanding the foregoing or anything to the contrary herein, the City agrees that any approvals granted by the City Plan Commission or Common Council of any future Menard plans shall constitute City's waiver of this covenant only with respect to the plans approved by the City Plan Commission or Common Council.

#### **SEC. 3. PURCHASE PRICE & EARNEST MONEY**

(a) Purchase Price. The "Purchase Price" for the Property shall be **Eighty Thousand and No/100ths Dollars (\$80,000.00)**. Menard shall pay the net Purchase Price to City at Closing in the form of a check subject to the usual and customary prorations. If applicable: Menard may be asked to allocate the net Purchase Price to City sale expenses, development fee and reimbursements.

#### **SEC. 4. CONVEYANCE OF PROPERTY**

(a) Closing. Closing on this transaction and conveyance of the Property from City to Menard ("Closing") shall be at the City Real Estate Office at a date and time mutually agreed to by the parties provided such date is not later than ninety (90) days after the last execution

of this Agreement and:

- 1) Menard has satisfied the City Closing Contingencies in Section 4(c); and
- 2) Menard is not in violation of City's policies pursuant to Section 4(j).

(c) City Closing Contingencies. Notwithstanding anything to the contrary contained herein, the City's duty to Close and convey the Property on or before the expiration of the Base Period or Extended Period is contingent upon:

1. Financing and/or Equity. Menard providing funds at Closing in the form of either i) a wire of funds through Menard's 1031 intermediary or ii) a cashier's check in the amount of the Purchase Price delivered to the closing agent in advance of Closing, or both;
2. Approval of the Approved Plans.

(d) Form of Deed. City shall, at Closing and upon submission of the Purchase Price, convey the Property to Menard by Limited Warranty Deed ("Deed") in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental or geotechnical defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title shall, in addition to the provisions of Section 15 of this Agreement and all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Wisconsin, and laws and ordinances of the City of Milwaukee, including zoning, building and land subdivision laws and regulations;
2. All easements of record;
3. A restriction that the Property must be taxable for property-tax purposes. The restriction shall require that no owner or occupant of the Property shall apply for, or seek, or accept, property-tax exemption (whether under Wis. Stat. § 70.11 or otherwise) for the Property, or any part thereof. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by the City's Common Council.
4. Any recorded or unrecorded rights or interests of any person, entity or utility in any vacated alley, street, or public right-of-way at the Property including rights and interest of persons under Wis. Stat. § 66.1005(2).
5. Matters that would be revealed by an ALTA survey including, but not limited to, encroachments from the Property to a public right of way or adjacent property or encroachments on the Property from adjacent properties.
6. If applicable: Menard shall obtain at its expense a Certified Survey Map to join platted lots as a condition of a building permit and/or assessment purposes.

(e) Proration of Taxes. There shall be no proration of real estate taxes as the Property is tax exempt.

(f) Recordation of Deed. City shall promptly file the Deed for recording with the Milwaukee County Register of Deeds or as permitted by the Municipal Code of Ordinances. Menard shall pay all costs for so recording the Deed. No real estate transfer fee is due pursuant to Wis. Stat. Section 77.25. Menard shall cooperate with City to complete the Real Estate Transfer Return.

(g) Other Closing Documents. Menard may be responsible for executing Closing documents required by the City Department of Neighborhood Services Property Recording Program and shall be solely responsible for all fees, including recording fees, for such documents.

(h) Title Insurance. City shall procure and deliver to MENARD for examination a preliminary commitment for title insurance prepared by a title insurance company under contract with the City in the amount of the full Purchase Price, naming the MENARD as the insured. This commitment shall guarantee the City's title to be in the condition called for by this Agreement. City shall pay the base cost of title insurance. The cost of title updates, gap endorsements and special assessment letters shall be paid by MENARD.

(i) Special Assessments. City will be responsible for all special assessments levied as of the date this Agreement was accepted by the City Common Council. Menard is responsible for all special assessments levied after that date. The City shall provide details of any known or contemplated special assessments at Closing. If outstanding special assessments for which the City is responsible exist at Closing, City shall grant a credit in the amount of such assessments against the Purchase Price. Menard shall pay the assessment when billed. If the estimated assessment is greater than the Purchase Price, City shall notify the Department of Public Work to bill City for the special assessment. If the special assessment for which the City is responsible is billed to Menard or inadvertently certified to the tax roll, Menard shall provide the bill to City and City shall arrange for payment.

(j) City Policies. Menard certifies that it as individual or member of a corporation or partnership is not now and will not be at Closing in violation of the following City Policies:

- i. Delinquent real estate or personal property taxes due the City of Milwaukee.
- ii. Building or health code violations that are not being actively abated.
- iii. Convicted of violating an order of the Department of Neighborhood Services or Health Department within 12 months preceding Closing.
- iv. Outstanding judgment to the City of Milwaukee.
- v. In Rem foreclosure by the City of Milwaukee within five years preceding Closing.

If Menard is found to violate any of these City Policies, the City shall give Menard notice to correct this condition by the expiration of the Base Period or Extended Period or other such period as determined by the Commissioner. If the violation is not corrected within the specified period, this Agreement for Sale may be canceled and the renewal fees, if any, shall be retained by the City as liquidated damages.

(k) Agreement to be Recorded Against Title. At Closing, and before recording the Deed, City shall record this Agreement against the Property in the Register of Deeds Office at Menard's expense, and the Property's title will be encumbered by it until issuance of the Certificate defined below.

## **SEC. 5. PERFORMANCE DEPOSIT**

Intentionally Omitted

## **SEC. 6. SITE PREPARATION AND CERTAIN OTHER ACTION BY CITY**

(a) Work To Be Performed By City. The City shall without expense to MENARD, prepare the Property for redevelopment by MENARD in the following manner:

1. The Property will be conveyed to MENARD in "as is, where is" condition. With all faults and defects (including title, geotechnical and environmental), known or unknown, detected or undetected, physical or otherwise, and without warranty or representation, whatsoever, express or implied except as expressly set forth in this Agreement.
2. MENARD shall be responsible for all applicable site development expenses, including, but not limited to, extension of water and sewer laterals to the Property and the provision or replacement of sidewalks and curb cuts.
3. City discloses that the Property may contain old building foundations, rubble and debris from prior buildings that may have been demolished. MENARD agrees to accept the Property "as is, where is" and is solely responsible for conducting its own geotechnical investigation to determine the bearing capacity of the soil and for all site excavation, debris removal, fill and development expenses.
4. Environmental Conditions. City has provided to MENARD and MENARD acknowledges receipt of the following environmental reports:
  - (a) Phase I Environmental Site Assessment (ESA). City hired The Sigma Group to conduct a Phase I ESA in December 2017. MENARD may obtain a Phase I of the Property at its sole cost. City has provided and MENARD acknowledges receipt of the Phase I ESA
  - (b) MENARD Reports. Should MENARD obtain a Phase I that recommends Phase II environmental testing or remediation, MENARD shall submit the Phase I and proposed scope of work for a Phase II to City for City's review and approval prior to contracting for a Phase II. The Phase I and Phase II shall be at MENARD's sole expense and responsibility. MENARD must use an environmental consultant under a master contract with the City for a Phase I or Phase II report

if the City is to rely on such information. Phase II testing by MENARD can occur only after City approval of a scope of work, granting of a right of entry to MENARD and to MENARD's environmental consultant and provision of certificate of insurance including environmental insurance to the City, naming the City as an additional insured. MENARD shall provide City with all reports prepared by MENARD's environmental consultant.

- (c) Remediation. If the Phase II reveals impacted soils subject to regulation by federal, state or local regulatory agencies and MENARD becomes the fee simple owner of the Property, then, and only then, MENARD agrees to: (i) remediate such impacted soils on the Property, if any, and to obtain regulatory closure; and (ii) register the Property if the approved remediation plan requires registration on the Wisconsin Department of Natural Resources' GIS Registry. Remediation performed pursuant to this paragraph shall be at MENARD's sole expense unless City is able to obtain any federal or state grants for required remediation, which the City agrees to use reasonable efforts to obtain.
- (d) Termination for Feasibility. If the cost for Phase II testing or any required remediation renders the Project economically infeasible, this Agreement may be terminated at the option of either party.

(b) Right of Entry for Utility Service. The City reserves for itself, the City, and any public utility company as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 hereof. This right-of-entry shall not interfere with Menard's use of the Property.

(c) Menard Not to Construct Over Utility Easements. Menard shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the Menard, the City shall use its best efforts to assure that such approval shall not be withheld unreasonably.

(d) Access to Property. Prior to the conveyance of the Property to Menard, the City shall permit representatives of Menard to have access to any part of the Property as to which the City holds title, at all reasonable times for the purpose of obtaining data and making various tests necessary to carry out the Agreement upon receipt by the City of a written request for such entry and submittal of evidence of insurance according to the City's minimum guidelines. Such request and evidence of insurance must be satisfactory to the City in form and substance prior to the City granting such access. After the conveyance of the Property to Menard, Menard shall permit the representatives of the City, or the City upon five (5) days prior written notice access to the property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction as hereinafter defined. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

## **SEC.7. CERTIFICATE OF COMPLETION**

Promptly after completion of the Project, Menard shall request that the City issue a Certificate of Completion ("Certificate"). This Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of Menard and its successors and assigns to construct and the dates for the beginning and completion thereof. Representatives of the City shall inspect the Project within thirty (30) days following receipt of Menard's request to determine if the work has been completed according to this Agreement. If the Project is determined to be in conformance, the request for the Certificate shall be granted and provided to Menard within thirty (30) days and shall present the Certificate for recording to the Register of Deeds at City's expense. If the City shall refuse or fail to authorize this Certificate, the City shall within thirty (30) days of the Project inspection provide Menard with a written statement indicating in adequate detail how Menard has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the opinion of the City, for Menard to take or perform in order to obtain the Certificate.

## **SEC. 8 RESTRICTIONS ON USE**

Menard agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, to:

- (a) Not discriminate upon the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

(b) Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

**SEC. 9. COVENANTS BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION**

It is intended and agreed that the covenants provided in Sections 8 and 18 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns, the City, and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in subsection (b) of Section 8), against Menard, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenant provided in subsection (b) of Section 8 shall remain in effect without limitation as to time.

**SEC.10. PROHIBITION AGAINST TRANSFER OF PROPERTY**

Menard has not made or created, and will not, make or suffer to be made any sale, assignment, conveyance, lease or transfer in any other form of or with respect to this Agreement, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the City, provided that Menard may assign or transfer to an entity which has the substantially similar ownership as Menard.

**SEC. 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY**

Intentionally Omitted.

**SEC. 12. MORTGAGEES NOT OBLIGATED TO CONSTRUCT**

Intentionally Omitted.

**SEC. 13. FORCED DELAY IN PERFORMANCE**

Neither the City nor Menard, nor any successor in interest, shall be considered in breach or default of its obligations in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

**SEC. 14. NO DAMAGES FOR DELAY**

Menard shall not be entitled to recover any damages from the City arising from or attributable to any delays in construction upon or development of the Property, unless the City caused the delay in question.

**SEC. 15. REMEDIES**

(a) General. In the event of a breach of this Agreement, the parties have their respective rights hereunder. City expressly retains all rights under Wis. Stat. Section 893.80

(b) Prior to Conveyance. If, prior to City's conveyance of the Property, Menard assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon City's offer of conveyance, the City may, at its option, terminate this Agreement and retain any fees submitted by Menard as liquidated damages.

(c) Notice of Breach and Right to Cure. Except as otherwise provided herein, in the event of default or breach ("Default") by either party hereto, the defaulting party shall, upon written notice from the other, cure or remedy such Default within 30 days after receipt of notice and demand to cure providing, however, that if the Default is one that cannot reasonably be cured with said 30 days, the defaulting party must diligently and faithfully pursue cure, and if the Default is not then remedied or cured with a reasonable time, or if the defaulting party fails to faithfully and diligently pursue cure, then (in any of the events described above) the aggrieved party may institute such proceedings and/or take such action to secure any rights as the aggrieved party may have available to it hereunder or at law or in equity,

including, but not limited to, an action to compel specific performance and/or seeking damages.

(d) Waiver. No delay, waiver, omission or forbearance on the part of any party to exercise any right or power arising out of any other party's Default shall be deemed a waiver by that party of such right or power against the other party for any subsequent Default.

(e) City's Retained Reversionary Interest.

1. City's Right to Reverter and Deposit. Notwithstanding anything to the contrary contained herein, or in the Deed, if subsequent to conveyance of the Property to MENARD and prior to issuance of the Certificate:

i. MENARD or any successor defaults on or violates its obligations with respect to the Project, including the nature of, and the dates for beginning and completion thereof, or abandons or substantially suspends construction, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied with 90 days after City written demand so to do; or

ii. MENARD or any successor fails to pay real estate taxes, special assessment or special charges on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy, lien, or attachment to be made, or any materialman, mechanic, or construction lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessment shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to City made for such payment, removal or discharge, within 90 days after City written demand so to do; or

iii. there is any transfer of the Property or any part thereof in violation of this Agreement, and such violation shall not be cured within 90 days after City written demand;

then the City shall have the right to reenter and take possession of the Property and to record against the Property in the Milwaukee County Register of Deeds Office a "Notice of Reverter." MENARD agrees that the recording of such Notice of Reverter shall have the effect of delivering and recording a deed from MENARD to City, and shall automatically terminate all of the MENARD's rights, title and interest in and to the Property (and any interest of any successor that has taken title from or through MENARD, except Permitted Successors) and revert in City, subject to rights of Permitted Successors, the full estate conveyed by the Deed. The intent of this provision, together with other provisions of this Agreement, is that the conveyance of the Property to MENARD pursuant and subject to this Agreement shall be made upon a condition subsequent to the conveyance that in the event of any default, failure, violation, breach or other action or inaction by MENARD specified in subsections (a), (b) or (c) above, and the failure on the part of MENARD to remedy, end, abrogate or otherwise cure such default, failure, violation, breach or other action or inaction, within the period and in the manner stated in such subdivisions, City at its option may effect a termination of the estate conveyed to MENARD in favor of City in which case all rights and interests of MENARD (and of any successor or assign to MENARD or the Property, except Permitted Successors), shall revert to, and thereafter be solely and fully vested in, City. And such reversion of title in City shall be subject to, limited by, and shall not defeat, render invalid or limit (a) the lien of any mortgage authorized by this Agreement, (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage and (c) any right of any Permitted Successor, including any lessee or MENARD authorized by this Agreement.

City's reversionary right is a material provision of this Agreement, without which, City would not have entered into this transaction.

This Agreement is binding upon the parties hereto and their successors and assigns, including successors in interest to the Property. Notwithstanding the foregoing, until issuance of the Certificate, MENARD may not assign this Agreement or its rights hereunder without City's prior written consent.

## **SEC. 16. CITY POST REVERSION DISPOSAL OF PROPERTY**

Upon the reversion in the City of title to the Property or any part thereof as provided in Section 15, City shall use best efforts to resell the Property or part thereof (subject to rights of Permitted Successors) as soon and in such manner as the City shall find feasible and consistent with the objectives of applicable law to a qualified and responsible party or parties (as determined by the City) who will either (a) assume the obligation of making or completing the Project as shall be satisfactory to the City or (b) agree to undertake such other project at the Property as shall meet City's approval (or, alternatively, the Project with such modifications to which City may agree.

Upon City resale of the Property (or part thereof) the proceeds thereof shall be applied:

(a) First, to reimburse the City, on its own behalf or on behalf of the City, for all costs and expenses incurred by the City, including, but not limited to, salaries of personnel in connection with the reversion in title, management and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and

water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) that would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of MENARD, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project (or such modified or alternate project as City may establish or to maintain the Property), and any amounts otherwise owing the City by the MENARD and its successors or transferee; and

(b) Second, to reimburse MENARD, its successor or transferee, up to the amount equal to the sum of the net Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash, labor and material actually invested by it in performing any construction on or rehabilitation of the Property or part thereof, less any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by City as its property

**SEC. 17. CONFLICT OF INTEREST: CITY REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

No City member, official or employee shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No City member, official or employee shall be personally liable to Menard or any successor in the event of any City default or breach or for any amount which may become due to Menard or successor or on any obligations under the terms of this Agreement.

**SEC. 18. INDEMNIFICATION**

Menard agrees to defend, indemnify, and hold harmless City and the City and their respective officers, agents and employees, from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever that may come or be asserted against City or the City on account of: **(a)** Menard' (or anyone acting for or at the direction of, or anyone claiming by, through, or under Menard) preacquisition entry onto or investigations at the Property; and **(b)** if Menard closes on this transaction and becomes owner of the Property, the condition of the Property – including environmental and geotechnical. The provisions in this Section shall survive completion of the Project, recording of the Certificate, and any termination of this Agreement

**SEC. 19. PROVISIONS NOT MERGED WITH DEED**

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to Menard or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**SEC. 20. GOVERNING LAW**

This Agreement shall be construed according to Wisconsin Law.

**SEC. 21. PUBLIC RECORDS**

Both Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Menard acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Menard under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that Menard must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after Closing.

**SEC. 22. SUCCESSORS AND ASSIGNS.**

This Agreement is binding upon the parties hereto and their successors and assigns, including successors in interest to the Property.

Notwithstanding the foregoing, Menard may not assign this Agreement or its rights hereunder without City's prior written consent.

**SEC. 23. APPROVALS**

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

**SEC. 24. NOTICES**

Notices required to be sent under this Agreement shall be in writing and given either by personal delivery, by certified mail postage prepaid to the following individuals. Notices personally delivered shall be deemed delivered upon actual receipt or upon refusal to accept delivery. Notices sent by certified mail shall be deemed delivered two business days after mailing. Notice recipient and sending information may be changed from time to time by sending written notice of the same to all parties in accordance with this paragraph.

**If to City:**

Commissioner of City Development  
809 North Broadway  
Milwaukee, Wisconsin 53202-3617

**If to MENARD:**

Tyler Edwards  
Real Estate Representative  
5101 Menard Drive  
Eau Claire WI 54703

**SEC. 25. SPECIAL PROVISIONS**

(a) Menard will not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. Menard will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Menard agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City or the Wisconsin Department of Commerce setting forth the provisions of this nondiscrimination clause.

(b) Menard will include the provisions of Paragraph (a) in every construction contract for this property, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

**SEC. 26. COUNTERPARTS**

The Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.







**EXHIBIT A**  
Description of Property

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows: