

2606 N. HOLTON CONTRACT

This Contract: is by and among the CITY OF MILWAUKEE (“City”), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (“RACM”), MILWAUKEE AREA TECHNICAL COLLEGE (“MATC”), JCP CONSTRUCTION LLC (“JCP”), Ex3 LLC (“LLC”), and EZEKIEL COMMUNITY DEVELOPMENT CORPORATION (“Ezekiel”); is dated as of _____, 2023 the “Effective Date”); and is for good and valuable consideration, receipt and sufficiency of which are acknowledged.

RECITALS

A. City, RACM, JCP, MATC, and LLC are parties to an MATC Rehab Contract dated as of August 1, 2019 (the “Rehab Contract”) and to an MATC-JCP-RACM-City-LLC “Rehab Plan, Budget, and Timeline” agreement dated as of September 26, 2019 (the “RBT”). The Rehab Contract and RBT were authorized by City Common Council Resolution 190403 and RACM Resolution 10778. Under the Rehab Contract, City conveyed the property at 2606 N. Holton Street, Milwaukee, Wisconsin, Tax Key No. 321-1629-000 (the “House”) to LLC and LLC now owns the House.

B. City, RACM, JCP, MATC, and LLC want to terminate the Rehab Contract and the RBT, with no liability to one another.

C. LLC wants to convey the House to Ezekiel for Ezekiel to improve.

AGREEMENT

1. **Recitals.** The recitals above are accepted and agreed to.

2. **Rehab Contract and RTB Agreement Terminated.** The Rehab Contract and RTB Agreement are hereby in all respects terminated, with no party owing any liability or duty to any other party.

3. **Balance of RACM Funds.** As part of RACM Resolution 10778, RACM approved contributing \$25,000 toward funding of the House rehab under the Rehab Contract. As of the Effective Date, the remaining amount of those RACM funds as of December 2, 2022, is \$14,191.57 (the “RACM Fund Balance”).

4. **LLC Conveyance to Ezekiel; RACM Fund Balance to Ezekiel.** LLC agrees to convey to Ezekiel the House by Quit Claim Deed in the form attached as **EXHIBIT A** on an AS IS, WHERE IS basis, and Ezekiel agrees to accept that conveyance. Ezekiel further agrees to rehab and improve the House to code compliant and good condition so that it may be occupied as a single-family residence.

Prior to the closing of the LLC-to-Ezekiel conveyance, City DCD shall obtain City internal special letters and provide copies to LLC and Ezekiel. Any amounts shown thereon as being due and owing to City shall be paid at closing using the RACM Fund Balance.

At the closing of the LLC-to-Ezekiel conveyance of the House, RACM shall also use the RACM Fund Balance to pay for the recording of the Quit Claim Deed and to pay the transfer tax associated with that conveyance. RACM shall record the Quit Claim Deed in the Milwaukee County Register of Deeds Office. RACM shall then provide the remaining funds in the RACM Fund Balance to Ezekiel, and Ezekiel shall use those funds for improving the House.

5. **Rehab by Ezekiel.** Ezekiel’s rehab and improvement of the House shall be performed and conducted in accordance with applicable law and with requisite permits.

6. **Breach; 893.80.**

A. In the event of breach of this Contract, the non-breaching party shall have all rights at law and in equity against the breaching party.

B. City and RACM retain their respective rights under Wis. Stat. 893.80.

C. Wisconsin law applies to this Contract.

7. **Notices.** Notices required or desired to be given by one party to another party under this Contract shall be in writing and shall be: (i) delivered personally; (ii) sent by e-mail, provided any e-mail is sent successfully (for example, no error or inability to send message is generated as a result of any such e-mail sent); (iii) sent by commercial courier service, prepaid; or (iv) sent by United States mail, postage prepaid; and, notices shall be addressed and given as follows, provided that recipient address information (such as change in e-mail address, or contact person) may, from time to time, be changed by notice duly sent hereunder:

| | |
|---|--|
| <p>If to CITY or RACM or DCD: Matt Haessly Department of City Development 809 North Broadway, 2nd Floor Milwaukee, WI 53202 Telephone: (414) 286-5736 E-mail: mhaess @milwaukee.gov</p> <p>With a copy to: Alex Carson City Attorney’s Office 841 North Broadway, 7th Floor Milwaukee, WI 53202 Telephone: (414) 286-8409 Email: acarso@milwaukee.gov</p> | |
| <p>If to Ezekiel: Don Utech Ezekiel Community Development Corporation 1927 Vel R. Phillips Ave. Milwaukee, WI 53212 Telephone: (414) 530-7249 Email: donu@ezekielcdc.com</p> | <p>If to JCP or LLC: James Phelps V.P. of Field Operations JCP Construction 1849 N. MLK Drive, Suite 200 Milwaukee, WI 53212 Telephone: (414) 372-7300 E-mail: james@jcp-construction.com</p> |

MATC is not listed above for notice purposes because MATC signs this agreement to acknowledge that the Rehab Contract and RTB Agreement are terminated.

8. Public Records. RACM, City and MATC are subject to Wisconsin public records law. See Wis. Stat. Chapter 19, Subchapter II. This Contract and certain documents produced or required hereunder are or may be subject to the public records law. The parties hereto shall assist and cooperate with one another concerning records requests that may be made of any party hereto under Wisconsin's public records law so that a records custodian that is required to release a public record may do so.

9. Counterparts. This Contract may be signed in one or more counterparts, each of which, when taken together, shall be construed as one and the same document. Facsimile and/or email (PDF) signatures shall be accepted as originals.

10. Severability. The provisions of this Contract are severable such that the invalidity or unenforceability of a provision does not affect other provisions of the Contract.

11. Entire Agreement. This Contract is the entire agreement among the parties with respect to the subject matter herein and all oral statements are of no effect.

12. Amendments. This Contract may only be amended by written document signed by all parties hereto.

13. Captions. The captions in this Contract are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.

Signatures on Following Page

IN WITNESS WHEREOF, the parties enter this Contract as of the Effective Date specified above.

| | |
|---|--|
| <p>CITY: THE CITY OF MILWAUKEE</p> <p>By: _____ Mayor Cavalier Johnson</p> <p>CITY CLERK</p> <p>By: _____ James R. Owczarski, City Clerk</p> <p>COUNTERSIGNED</p> <p>_____</p> <p>By: _____ Aycha Sawa, City Comptroller</p> <p>City Common Council Resolution File #221272. <u>See also #190403</u></p> | <p>MATC: MILWAUKEE AREA TECHNICAL COLLEGE</p> <p>By: _____</p> <p>Name Printed: <u>Kristen DeCato</u></p> <p>Title: <u>Interim General Counsel</u></p> |
| <p>RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE</p> <p>By: _____ Frances Hardrick, Board Chair</p> <p>And By: _____ Dave Misky, Asst. Exec. Dr./Secretary.</p> <p>RACM Resolution File #10946. See also #10778</p> | <p>JCP: JCP CONSTRUCTION LLC</p> <p>By: _____ Jalin Phelps, Managing Member and VP Field Operations</p> <p>LLC: Ex3 LLC</p> <p>By: _____ Jalin Phelps, Managing Member</p> |
| | <p>EZEKIEL: EZEKIEL COMMUNITY DEVELOPMENT CORPORATION</p> <p>By: _____ Don Utech, President</p> |

EXHIBIT A

QUIT CLAIM DEED

Document Number

Document Title

Drafted By: City of Milwaukee, Department of City Development

THIS QUIT CLAIM DEED is made by Ex3 LLC, as the Grantor, to Ezekiel Community Development Corporation (“**Ezekiel**”), as the Grantee.

WITNESSETH:

Recording Area

Name and Return Address:

Don Utech
Ezekiel Community Development Corporation
1927 Vel R. Phillips Ave.
Milwaukee, WI 53212

PIN:

321-1629-000

Conveyance of Parcel. Grantor hereby conveys and quit claims to Ezekiel, the real estate, in the City and County of Milwaukee, State of Wisconsin, described below (the “**Parcel**”), together with all of Grantor’s right, title and interest in and to the Parcel, and all rights and privileges appurtenant to the Parcel, including all fixtures and appurtenances now located thereon, in AS IS, WHERE IS condition:

Address: 2606 N. Holton Street, Milwaukee, WI

TIN: 321-1629-000

Legal Description: The South 25.78 Feet of Lot 14 in Block 51, in J L Pierce’s Subdivision into City Lots 47, 48, 49, 50, 51, 52, 53, 54 and 55 in Section 16, in Township 7 North, Range 22 East, the City of Milwaukee, County of Milwaukee, State of Wisconsin.

IN WITNESS WHEREOF, Grantor caused this Deed to be executed and delivered to Ezekiel as of _____, 2023.

NOTARY

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, the signatory of Grantor named herein, to me known to be said person who executed the foregoing instrument, and acknowledged the same.

Name Printed: _____
Notary Public, Wisconsin

Date: _____

My Commission: _____

[NOTARIAL SEAL]

Grantor:

Ex3 LLC

By: _____
Jalin Phelps, Managing Member