

GIFT AGREEMENT
Two Parcels
(GH 11-07-2019, CAO 264548)

THIS GIFT AGREEMENT, dated as of December _____, 2019 (the “**Effective Date**”), is made and entered into by and between Glendale Redevelopment, LLC (“**GRL**”) and the City of Milwaukee (“**City**”), for good and valuable consideration, receipt and sufficiency of which are acknowledged.

1. Agreement to Gift. GRL agrees to gift and donate to City, and City agrees to accept from GRL, on the terms and conditions herein, all of GRL’s right, title, and interest in and to the following two parcels, including all fixtures and appurtenances thereat:

A. Parcel One.

Address: 4615 Adj. North 20th Street, Milwaukee, WI
TIN: 231-9915-113
2019 City Assessed Value: Land \$46,500, Improvements \$0, Total = \$46,500

B. Parcel Two.

Address: 4588 Adj. North 20th Street, Milwaukee, WI
TIN: 232-9996-112
2019 City Assessed Value: Land \$3,900, Improvements \$0, Total = \$3,900

2. Closing. “**Closing**” on the conveyance of Parcels One and Two from GRL to City shall be at a mutually acceptable time and date, on or before **December 31, 2019**, and shall take place at the City of Milwaukee, Department of City Development (“**DCD**”), 809 North Broadway, 2nd Floor, Milwaukee.

3. Parcel Condition. Parcels One and Two are being gifted to City in their **AS-IS, WHERE-IS** physical condition.

GRL informs City: that the two parcels are vacant lands without structures, rail facilities, fences, or billboards; that they are former railroad rights-of-way; that GRL is currently the sole fee owner and has the right and authority to convey same to City; that no mortgages affect the parcels; and that there is no tenant or lessee of the parcels and no lease affects the parcels (Wis. Stat. 192.73); that the parcels have been abandoned as per Wis. Stat. 85.09 without prior government acquisition by the state or other units of government.

4. Voluntary Transaction. The parties acknowledge that Wis. Stat. 32.015 prohibits property acquisition by eminent domain (condemnation) to establish or extend a recreational trail, a bicycle way as defined in Wis. Stat. 340.01 (5s), a bicycle lane, as defined in Wis. Stat. 340.01 (5)(e) or a pedestrian way as defined in Wis. Stat. 346.02 (8)(a).

This is purely a voluntary transaction. GRL was not compelled to gift and convey the parcels to City, and City did not use, or threaten to use, eminent domain powers or any rights under Wis. Stat. Ch. 32 to acquire the two parcels or concerning this agreement.

GRL wishes to gift and donate the parcels to the City and to be relieved of ownership duties, and the City is willing to accept the gift and donation and conveyance of the parcels.

5. Quit Claim Deed. GRL, at Closing, shall convey marketable title to the two parcels to City by Quit Claim Deed, in form and substance of that attached hereto as **EXHIBIT A** (the “**Deed**”). City will promptly record the Deed and pay the costs of recording.

6. Transfer Fee/Return. Per Wis. Stat. 77.25 (2g) the conveyance to City is exempt from the Wisconsin Real Estate Transfer Fee. Prior to Closing, GRL shall provide information to City to enable City to complete an electronic Real Estate Transfer Return concerning GRL’s conveyance to City.

7. Title Insurance; Standard Title Company Affidavits. DCD, at City’s expense, ordered a title insurance commitment for the parcels from Knight Barry Title Company and will provide a copy of same to GRL. City is responsible for payment of title insurance if City elects to purchase title insurance.

At Closing, GRL will execute Knight Barry’s “Closing Affidavit and Agreement – Seller”.

Within the last 6 months, GRL has not hired any contractor or materialman to perform work or services at, or to provide products, supplies or materials to, the parcels.

GRL shall not allow any liens or encumbrances to exist or to be recorded against the parcels other than those already of record and which will be reported via the Knight Barry Title Commitment. GRL shall not allow conditions that could give rise to any such liens or encumbrances existing or being recorded.

If City (by its DCD), prior to Closing, becomes aware of title defects, liens, encumbrances or other matters that interfere with marketability of title, and if City informs GRL of same and GRL (at its election in its discretion) does not cause them to be removed or satisfied to City’s reasonable acceptance by Closing, *City may terminate this agreement, in which case City shall have no duty to accept the gift, no duty to Close, and no duties hereunder (except paying Knight Barry for any title work or Sigma for any survey or Phase I audit work that may be charged City).*

8. No Brokers; Ogden Letter. GRL does not have the parcels listed with any broker, and has not contracted with any broker regarding the gifting, conveyance, or sale of the parcels, or this transaction. On or before Closing, GRL will provide to City a letter from Ogden to City and GRL, signed by Ogden, indicating that any listing contract between GRL and Ogden for the parcels was terminated and that Ogden is not owed any commission concerning this agreement or the conveyance from GRL to City.

9. Personal Property. GRL informs City that there is no personal property at or stored upon the parcels.

10. Payment of 2019 Property Taxes. City agrees to pay in full, on or before January 31, 2020, the 2019 property taxes against the two parcels (together with any special or other charge that may be on the 2019 tax bills).

11. Survey and Phase I Audit. City engaged The Sigma Group (“**Sigma**”), at City’s expense, to survey the two parcels and to perform a Phase I Historical Land Use Investigation Audit of the two parcels. Prior to Closing, to the extent the same are then available, City will share with GRL copies of the Audit Report and the surveys.

If City (by its DCD), prior to Closing, becomes aware of title defects or other matters that interfere with marketability of title as revealed by the surveys, or of material environmental concern due to the Phase I Audit Report, and if City informs GRL of same and GRL (at its election in its discretion) does not cause them to be removed or satisfied to City’s reasonable acceptance by Closing, *City may terminate this agreement, in which case City shall have no duty to accept the gift, no duty to Close, and no duties hereunder (except paying Knight Barry for any title work or Sigma for any survey or Phase I audit work that may be charged City).*

12. No Utilities. As unimproved vacant lands, no gas, sewer, internet, phone, cable, water, electricity or other utility bills affect the parcels.

13. Final Walkthrough. Prior to Closing, provided City provides GRL with 2 days advance notice of entry, City may conduct a **Final Walkthrough** of the parcels (at City’s sole risk concerning entry) to ascertain then-status of physical condition and no material change in condition.

If, based on City’s Final Walkthrough, City (by its DCD) reasonably determines adverse material change in condition, City may terminate this agreement, in which case City shall have no duty to accept the gift, no duty to Close, and no duties hereunder (except paying Knight Barry for any title work or Sigma for any survey or Phase I audit work that may be charged City).

14. Occupancy, Possession. At Closing, and after GRL execution and delivery of the Deed to City, City has all occupancy and possession rights.

15. Successors and Assigns. This agreement binds and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, however, unless GRL first obtains City’s prior written consent, GRL may not assign or transfer its interests hereunder, and GRL may not convey any right, title, or interest in the parcels to any third party.

16. Counterparts. This agreement may be signed in one or more counterparts and facsimile and/or PDF/email signatures shall be accepted as originals.

17. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties and all prior statements, written or oral, are terminated and of no effect. This agreement may only be amended by a written agreement signed by all the parties hereto.

18. Severable. The terms and provisions of this agreement are separable and severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.

19. Notices. All notices permitted or required hereunder shall be considered given (i) upon delivery if hand-delivered by commercial courier or otherwise personally delivered, (ii) upon sending if sent by e-mail per the below information, so long as no “error” or “inability to deliver” response is generated from such sending, and (iii) within two business days of depositing same in the U.S. mail, postage-paid, addressed by name and address to the party intended as follows:

If to City David Misky Milw. Dept. of City Development 809 N. Broadway, 2 nd Floor Milwaukee, WI 53202 Phone: 414-286-8682 Email: dmisky@milwaukee.gov With a Copy to: Gregg C. Hagopian Assistant City Attorney Office of the City Attorney Milwaukee City Hall Suite 800 200 East Wells Street Milwaukee, WI 53202 Phone: 414-286-2620 Email: ghagop@milwaukee.gov	If to GRL Brian Monroe Glendale Redevelopment, LLC 10035 N. Miller Ct. Mequon, WI 53092-6180 Phone: 414-881-6901 Email: monroe.earthbound@gmail.com
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Notice information (such as recipients and email addresses) may be changed by sending notice per this paragraph.

20. Headings. The headings used herein are for convenience only.

21. Remedies. In the event of breach of this agreement, the non-breaching party shall have all rights available at law and in equity against the breaching party, including, where applicable, specific performance. City retains all rights under Wis. Stat. 893.80.

22. Limitation on Further Encumbrances; Insurance & Maintenance. GRL agrees that, after the Effective Date, and during the pendency of this agreement, unless City consents otherwise, GRL shall not:

- agree to or impose any additional liens, encumbrances, leases, occupants, license agreements, easements, covenants, or restrictions on or against the parcels or any part thereof;
- convey, lease, mortgage, or hypothecate any interest in the parcels to anyone, other than the City;
- enter into any agreement giving any third-party any right affecting the parcels.

GRL further agrees, during the pendency of this agreement, at its expense, to maintain property and liability insurance coverage concerning the parcels under GRL existing policies therefore, and to be responsible for maintenance of the parcels, including, where applicable, sidewalk snow shoveling.

23. Anti-Merger. The terms and provisions herein shall survive GRL’s execution and delivery of the Deed to the City.

IN WITNESS WHEREOF, the parties caused this agreement to be entered into and executed as of the Effective Date written above.

CITY: CITY OF MILWAUKEE By: _____ Amy Turim, Sp. Deputy Commissioner Common Council Resolution # 191165	GRL: GLENDALE REDEVELOPMENT, LLC By: _____ Brian Monroe, Managing Member
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EXHIBIT A

Document Number	Document Title
<p><u>Drafted By:</u> Gregg Hagopian, Milwaukee City Attorney's Office</p> <p><u>Exempt from WI Real Estate Transfer Fee:</u> per Wis. Stat. 77.25 (2g)</p> <p>THIS QUIT CLAIM DEED is made by Glendale Redevelopment, LLC ("GRL"), as the Grantor, to the City of Milwaukee ("City"), as the Grantee.</p> <p style="text-align: center;">WITNESSETH:</p>	<p style="text-align: center;">Recording Area</p> <hr/> <p style="text-align: center;">Name and Return Address:</p> <p>Sam Leichtling Milw. Dept. City Development 809 N. Broadway, 2nd Floor Milwaukee, WI 53202</p> <hr/> <p>PIN:</p> <p>231-9915-113 232-9996-112</p>

Conveyance of Parcels. GRL, as sole owner, per City Common Council Resolution File No. 191165, hereby conveys and quit claims to City, the real estate, in the City and County of Milwaukee, State of Wisconsin, described below (the "**Parcels**"), together with all of GRL's right, title and interest in and to the Parcels, and all rights and privileges appurtenant to the Parcels, including all fixtures and appurtenances now located thereon, in AS IS, WHERE IS condition:

A. Parcel One.

Address: 4615 Adj. North 20th Street, Milwaukee, WI
TIN: 231-9915-113
Legal Description:

B. Parcel Two.

Address: 4588 Adj. North 20th Street, Milwaukee, WI
TIN: 232-9996-112
Legal Description:

IN WITNESS WHEREOF, GRL, as Grantor, caused this Deed to be executed and delivered to City as of December _____, 2019.

<p>NOTARY</p> <p>STATE OF WISCONSIN)) SS. COUNTY OF MILWAUKEE)</p> <p>Personally came before me, the signatory of GRL named herein, to me known to be said person who executed the foregoing instrument, and acknowledged the same.</p> <p>_____</p> <p>Name Printed: _____ Notary Public, Wisconsin</p> <p>Date: _____</p> <p>My Commission: _____</p> <p>[NOTARIAL SEAL]</p>	<p>GRL: GLENDALE REDEVELOPMENT, LLC</p> <p>By: _____ Brian Monroe, Managing Member</p>
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