

## **DEAL POINT SUMMARY FOR CONVEYANCE OF SITE TO BADGER ASSOCIATION OF THE BLIND**

1. Background. Badger Association of the Blind, Inc. ("Badger") owns real estate located at the northeast corner of North Hawley Road and Wells Street, in the City of Milwaukee (the "Site"). Badger currently operates a rehabilitation and training facility (including a dormitory with 64 resident rooms) at the Site. Badger plans to upgrade its facility by constructing a new 4-story 60-unit apartment building. Badger will convert the existing dormitory into a new rehabilitation center and administrative offices. When Badger constructs new improvements on the existing parking lot at the Site, additional parking will also be required.

The City of Milwaukee (the "City") has agreed to convey the real estate abutting the Site at the west (the "Property") to Badger for use as a parking lot and landscaped open space.

2. Site work. Subsequent to closing, Badger will, at its expense, demolish the existing structures on the Property, including the City-owned storage building, and install parking improvements, light poles and landscaping. At the request of the City, Badger will construct a light weight shed approximately in the location identified on Exhibit A for the purpose of storing the City's trash receptacles. The City shall be provided access to the shed for continued storage. The City contemplates that it will utilize the Property for no more than five years and shall exercise good faith efforts to find an alternative offsite location for the storage of such receptacles.

3. Bike Path. Milwaukee County may install, maintain and repair a portion of the Henry Aaron Bike Path on the Property at the location set forth on Exhibit A.

4. MMSD Easements. Milwaukee Metropolitan Sewerage District will retain and maintain its existing easements on the Property.

5. Environmental. Badger will be responsible for any environmental liabilities caused by Badger post-closing, including environmental remediation costs relating to pre-closing conditions but incurred because of Badger's actions. The City will be responsible for all other pre-closing environmental conditions and liabilities related to the Property. If the City is required to undertake any remediation on the Property, the City shall not be responsible for restoring or replacing any of Badger's improvements on the Property after completion of such remediation. Each party will indemnify the other against those liabilities for which it is responsible.

6. Consideration. The consideration to the City for conveying the Property to Badger consists of the reduced exposure to the City for environmental remediation costs for the Property due to Badger's DNR-approved improvements and of the post-closing storage rights provided to the City.