

**COMMERCIAL BROKER LISTING CONTRACT
FOR SALE OR LEASE OF COMMERCIAL SPACE AT
1118 NORTH 4TH STREET (HIGHLAND PARKING GARAGE)**

This Contract is between the City of Milwaukee ("City"), as seller, and Cassidy Turley Barry ("Broker"), as broker, and is dated and effective as of June 10, 2014 (the "Effective Date").

1. TERM OF CONTRACT.

A. **Initial Term and Renewal.** The Term of this Contract is from the Effective Date, up to and including midnight on December 10, 2014 – being 6 months following the Effective Date. The Term of this Contract may be extended for additional 6 month periods at the option of the City. If the City chooses to extend the Term, it shall notify the Broker in writing prior to the expiration of the then current term. The Term shall automatically terminate upon the successful leasing or sale of the Property. During the Term, City engages Broker as listing agent to obtain a qualified tenant(s) or buyer(s) for the Property on the terms and conditions herein.

B. **Extension of Contract.** The Contract term is extended for a period of 6 months as to any Protected Buyer, as defined herein. Upon receipt of a written request from City or a broker who has listed the Property, Broker shall promptly deliver to City a written list of those buyers or tenants known by Broker to whom the extension period applies. Should this Contract be terminated by City prior to the expiration of the Term or any extensions, this Contract shall be extended for Protected Buyers, on the same terms, for a period of 6 months after the Contract is terminated. If an offer to purchase or lease proposal is accepted by City prior to the expiration of this Contract but the sale is not closed or the lease is not executed prior to the expiration of the Contract, the term of the Contract shall be deemed extended to and include such closing or execution date.

2. **PROPERTY DESCRIPTION.** The Property is defined as the vacant commercial space on the first floor and basement level of the City's 4th & Highland Avenue parking structure having a street address of 1118 North 4th Street in the City of Milwaukee, Milwaukee County, Wisconsin, as further described in the City's property listing sheet attached as **EXHIBIT A**. The Property is part of a larger structure with only the Property subject to this Contract. If a qualified buyer, rather than a tenant, is obtained, the Property will first need to be established as a condominium unit by the City.

3. **LIST PRICE / LEASE TERMS.** The list price for sale of the Property is \$900,000.00. The list price for lease of the Property shall be a rental rate of \$14.00 per square foot triple net for a minimum term of one year. The City remains flexible as to price and rent so that it can evaluate offers from potential tenants / buyers based upon the proposed use, the effect on and potential contribution to the neighborhood and the viability of the proposed used and occupancy. The City will also consider the "Review and General Terms" included on **EXHIBIT A** when evaluating potential tenants / buyers. Any proposals presented to the City will have to be reviewed and approved by the City's Common Council.

4. INCLUSIONS & EXCLUSIONS.

A. **Inclusions.** Items and amenities included in the sale or lease of the Property are noted on **EXHIBIT A**.

B. **Exclusions.** The Property does not include any parking. However, parking may be available to a tenant / buyer in the attached parking structure through a separate agreement with the City's Department of Public Works.

5. **MARKETING.** City authorizes and Broker agrees to use reasonable efforts to procure a tenant or buyer for the Property. City agrees that Broker may market the Property during the Term of this Contract. Broker shall perform, at a minimum the following marketing strategies and brokerage services:

A. **Listing Sheet.** Create a listing sheet adapted from the information contained in **EXHIBIT A** and other information in this Contract and obtained from the City. The listing sheet should emphasize use of the space to complement the Park East Corridor and the Westtown Neighborhood.

B. **Listing Services.** List the Property on Xcelligent, Co-Star, LoopNet and any other online marketing service for lease with notice that sale as a condominium is also an option that will be considered by the City.

C. **Signage.** Place Broker's signs in the Property windows advertising the Property as available.

D. **Direct Marketing.** Marketing the Property to Broker's clients, prospective tenants / buyers and other brokers active in the downtown Milwaukee commercial market. Such marketing may be accomplished through word-of-mouth, listing on the Broker's website, direct mailing and emailing, advertisements or other methods typically used for marketing property of this type.

E. **Neighborhood Coordination.** Work with the Downtown Business Improvement District and the Westtown Association to coordinate marketing activities for the Property and the neighborhood as appropriate.

F. **Property Showings.** Coordinate showings of the Property to potential tenants or buyers and/or their brokers with the City's staff in the Department of Public Works ("DPW").

G. **Qualifying Tenants / Buyers.** Be familiar with the requirements and limitation in City ordinances regarding disposal of City real estate, namely MCO §304-49, and verify that potential tenants / buyers are qualified and in compliance with the City's general buyer policies found in MCO §304-49-8.

H. **Present Proposals.** Present viable tenants and lease proposals and/or viable buyers and purchase offers to the City's Department of City Development ("DCD") staff for review and evaluation.

I. **Assist Potential Tenants / Buyers.** Work with prospective tenants / buyers through the DCD evaluation process, the City's approval process and lease execution or closing on a sale.

J. **Reporting.** Report to the City's DCD staff on the 1st and 3rd Mondays of each month during the Term of this Contract regarding Broker's efforts to market the Property.

City agrees that Broker may market other properties during the Term of this Contract.

6. COORDINATION; COOPERATION.

A. Broker acknowledges that although City's contact person is from its DCD, the Property is also under the control of the City's DPW and Broker must be accessible to both DCD and DPW on a regular and as needed basis. Broker and DCD shall establish a regular communication format through which DCD and DPW can be kept informed about the progress of this Contract.

B. The parties agree that Broker will work and cooperate with other brokers in marketing the Property. Cooperation includes providing access to the Property for showing purposes and presenting offers and other proposals from these brokers to City. City will cooperate with Broker (at no further expense to City) in Broker's marketing efforts.

C. City will provide Broker with reasonable requests for pertinent records, documents and other material in City possession or control that are required in connection with the marketing, sale or lease of the Property.

D. City will promptly notify Broker in writing of any potential tenant or buyers with whom City negotiates during the Term of this Contract and shall promptly refer persons making inquiries concerning the Property to Broker.

7. COMMISSION.

A. **Amount.** Broker's commission shall be calculated as 6% of the sales price if the Property is sold or, if the Property is leased, Broker's commission shall be based upon the square footage of the rental premises as follows: \$4.00 per square foot for a lease term of 1 to 3 years, \$4.50 per square foot for a lease term of 4 to 5 years, \$5.00 per square foot for a lease term of 6 to 9 years or \$5.00 for lease term of 10 years or more. Commission shall be paid in equal, annual payments over term of the lease or at the time of closing in the event the Property is sold. The first payment of a lease commission shall be paid by City to Broker upon commencement of the lease and annually thereafter for the initial term of the lease.

B. **When Earned.** Notwithstanding anything to the contrary contained herein, Broker's commission shall be earned if, during the Term of this Contract, the City enters into a lease agreement for the Property with a tenant or the City successfully closes on a sale of the Property with a buyer. Once earned, the commission on a lease shall remain payable by the City in accordance with the schedule in Section 7.A. only if the tenant continues to occupy the Property, and is not in default of the lease or any other agreement between the City and tenant related to the Property. If a commission payment is not due because of tenant's default, the commission shall become due to Broker again if tenant continues to occupy the Property and corrects all defaults under the terms of the lease.

C. **Excluded Parties.** No commission shall be earned if the tenant or buyer is a party that the City communicated with about the Property prior to the Effective Date, including Downtown Silk MKE, LLC; United Broadcasting Group, Inc.; Wishbone Restaurant; Milwaukee Economic Development Corporation; or any of their subsidiaries or parent companies (collectively, the "Excluded Parties"). At its sole discretion, City may waive this provision and agree to pay a commission upon lease or sale to any Excluded Parties.

D. **Compensation to Other Brokers.** Broker will split the commission 50/50 with other cooperating commercial brokers.

8. **NOTICE; CONTACT PERSONS.** Except as otherwise provided for herein, notices and “deliveries,” as defined below, under this Contract shall be in writing, and shall be provided to the respective party-contact person specified in the table below, by personal delivery, U.S. mailing or commercial delivery service, or email. Contact persons may as necessary, be changed from time to time by written notice provided from one party to the other.

If to CITY: Elaine Miller Department of City Development 809 North Broadway, 2 nd Floor Milwaukee, WI 53202-3617 Telephone: (414) 286-5732 Email: emille@milwaukee.gov	If to BROKER: David J. Buckley Cassidy Turley Barry 1232 North Edison Street Milwaukee, WI 53202-2502 Telephone: (414) 271-1870 Email: david.buckley@cassidyturley.com
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9. **BROKER INSPECTION AND SELLER’S DISCLOSURE REPORT.**

A. **Initial Inspection.** Broker shall, in accordance with REEB 24.07 of the Wisconsin Administrative Code, inspect the Property (interior and exterior) and review on-line City records concerning same within 15 days of the Effective Date hereof.

B. **Seller’s Disclosure Report.**

(1) Wisconsin Administrative Code REEB 24.07 requires listing Broker to make inquiries of City on the condition of the Property and to request that City provide a written response to Broker’s inquiry. City agrees to complete a seller’s disclosure report to the best of City’s knowledge. City agrees to amend the report should City learn of any defect(s) after completion of the report but before acceptance of any proposed lease or offer to purchase the Property. City authorizes Broker to distribute the report to all interested parties and their agents inquiring about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

(2) City represents to Broker that as of the Effective Date, if a seller’s disclosure report or other form of written response to Broker’s inquiry regarding the condition of the Property has been made by the City, the City has no notice or knowledge of any defects affecting the Property other than those noted on City’s disclosure report or written response.

10. **LICENSED BROKER.** Broker represents that Broker is duly licensed by the State of Wisconsin under Wis. Stat. Ch. 452, in good standing, and not the subject of any disciplinary or revocation hearing or action. Broker will comply with applicable law including Wis. Stat. Ch. 452 and Wis. Admin. Code REEB 24.

11. **BROKER DISCLOSURE TO CLIENTS. UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION,** including the following that Broker will follow:

- A. The duty to provide brokerage services fairly and honestly.
- B. The duty to exercise reasonable skill and care in providing brokerage services.
- C. The duty to provide accurate information about market conditions within a reasonable time of request, unless disclosure of the information is prohibited by law.
- D. The duty to disclose in writing certain material adverse facts about a property, unless disclosure of the information is prohibited by law.
- E. The duty to protect City’s confidentiality. Unless the law requires it, Broker will not disclose confidential information of City or of other parties.
- F. The duty to safeguard trust funds and other property Broker holds.
- G. The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

12. BROKER DISCLOSURE TO CLIENTS. BROKER'S ADDITIONAL DUTIES TO CITY, AS CLIENT. Because City and Broker entered into this Contract, City is Broker's client, and Broker also owes, and shall follow, the following additional duties to City:

- A. Broker will provide, at City's request, information and advice on real estate matters that affect the transaction, unless City expressly releases Broker from this duty.
- B. Broker must provide City with all material facts affecting the transaction, not just adverse facts.
- C. Broker will fulfill Broker's obligations under the Contract, which is an agency agreement, and fulfill City's lawful requests that are within the scope of this Contract.
- D. Broker will negotiate for City, unless City expressly releases Broker from this duty.
- E. Broker will not place Broker's interests ahead of City's interests. Broker will not, unless required by law, give information or advice to other parties who are not the Broker's clients, if giving the information or advice is contrary to City interests.
- F. If City becomes involved in a transaction in which another party is also the Broker's client (a "multiple representation relationship"), different duties may apply.

13. BROKER DISCLOSURE TO CLIENTS. MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY.

- A. A multiple representation relationship exists if Broker has an agency agreement with more than one client who is a party in the same transaction. In a multiple representation relationship, if all of Broker's clients in the transaction consent, Broker may provide services to the clients through designated agency.
- B. Designated agency means that different salespersons employed by Broker will negotiate on behalf of City and the other client or clients in the transaction and Broker's duties will remain the same. Each salesperson will provide information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advices gives the client advantages in the negotiations over Broker's other clients. A salesperson will not reveal any of City's confidential information to another party unless required to do so by law.
- C. If a designated agency relationship is not in effect City may authorize or reject a multiple representation relationship. If City authorizes a multiple representation relationship Broker may provide brokerage services to more than one client in a transaction but neither Broker nor any of Broker's salespersons may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. If City does not consent to a multiple representation relationship Broker will not be allowed to provide brokerage services to more than one client in the transaction.

D. **"X" ONLY ONE OF THE THREE LINES BELOW.**

_____ I consent to designated agency.

 X I consent to multiple representation relationships, but I do not consent to designated agency. *Broker shall promptly notify City in writing of any multiple representation situation and disclose the identity of all parties involved.*

_____ I reject multiple representation relationships.

NOTE: CITY MAY WITHDRAW ITS CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION RELATIONSHIPS BY WRITTEN NOTICE TO BROKER AT ANY TIME. BROKER IS REQUIRED TO DISCLOSE TO CITY IN THIS AGENCY AGREEMENT THE COMMISSION OR FEES THAT CITY MAY OWE TO BROKER. IF CITY HAS ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT IT MAY OWE BASED UPON THE TYPE OF AGENCY RELATIONSHIP CITY SELECTS WITH BROKER CITY SHOULD ASK BROKER BEFORE SIGNING THE AGENCY AGREEMENT.

Notwithstanding the foregoing, City's liability for commission subject to the terms and conditions in this Contract..

14. **BROKER DISCLOSURE TO CLIENTS. SUBAGENCY:** Broker may, with City's express approval in this Contract, engage other brokers who assist Broker by providing brokerage services for City's benefit. A subagent will not put the subagent's own interests ahead of City interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to City's interests.

15. **CITY'S ACKNOWLEDGMENT OF DISCLOSURE INFORMATION.** City acknowledges that it has read this disclosure information in Sections 11 through 14, above, carefully and understands that Broker can answer questions about brokerage services, but if City needs legal advice or tax advice, City should contact an attorney or tax advisor. This disclosure is required by Wisconsin Statute 452.135 and is for information only. It is a plain language summary of Broker's duties to City under Wisconsin Statute 452.133 (2).

16. **CONFIDENTIALITY NOTICE TO CLIENTS.** Broker will keep confidential any information given to Broker in confidence, or any information obtained by Broker that it knows a reasonable person would want to be kept confidential, unless the information must be disclosed by law or City expressly authorizes Broker to disclose particular information. Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to City. The following information is required to be disclosed by law:

- A. Material adverse facts, as defined herein.
- B. Any facts known by Broker that contradict any information included in a written inspection report on the Property.

To ensure that Broker is aware of what specific information City considers confidential, City may notify Broker at any time of information City considers confidential.

17. DEFINITIONS.

- A. **Adverse Fact.** An "adverse fact" means any of the following:
 - (1) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
 - (a) Significantly and adversely affecting the value of the Property;
 - (b) significantly reducing the structural integrity of improvements to real estate; or
 - (c) presenting a significant health risk to occupants of the Property.
 - (2) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

B. **Deadlines – Days.** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.

C. **Delivery.** Delivery of documents or written notices related to this Contract may only be accomplished by delivering per the "Notice" section above to the respective party's contact person.

D. **Fixtures.** A "fixture" is an item of property that is physically attached to or so closely associated with land or buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas, garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "fixture" does not include trade fixtures owned by tenants of the Property.

E. **Material Adverse Fact.** A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

F. **Protected Buyer.** Means a buyer or tenant who personally, or through any person acting for such buyer or tenant: 1) delivers to City or Broker a written offer to purchase, lease proposal or option on the Property during the term of this Contract; 2) negotiates directly with City by discussing with City the potential terms upon which buyer or tenant might acquire an interest in the Property; or 3) attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon which buyer or tenant might acquire an interest in the Property, but only if

Broker delivers the buyer's or tenant's name to City, in writing, not later than 14 days after the expiration of this Contract.

18. PROPERTY SHOWINGS; LIABILITY; INSURANCE.

A. City is aware that there is potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." City accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. City agrees to hold Broker harmless for any loss or liability resulting from personal injury, property damage or theft occurring during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional wrongdoing.

B. City acknowledges that individual showings and open houses may be conducted by licensees in addition to Broker, that potential tenants or buyers, other licensees, appraisers and inspectors may conduct appraisals and inspections and may photograph or videotape the Property.

C. Broker (or an employee or agent of Broker), or another broker (or an employee or agent of the other broker) if there is a multiple representation situation, must be present at showings, open houses, or at due-diligence/inspection/contingency entrances. Entry points must be closed and locked after entrances.

D. Broker shall maintain in place during this Contract insurance coverage as follows:

Worker's Compensation	Statutory Limit
Comprehensive General Liability	BI: \$500,000 per occurrence / \$1,000,000 aggregate PD: \$500,000 per occurrence / \$500,000 aggregate
Real Estate Errors & Omissions	\$1,000,000 per occurrence

Broker shall list City as an additional insured on liability coverage policies, not including the Real Estate Errors and Omissions policy, and shall provide City with a certificate of insurance for all coverage. City shall be given 30 days advance notice of cancellation, non-renewal or material change in Broker's insurance coverage.

19. **EARNEST MONEY.** Broker shall hold earnest money in connection with the transaction in Broker's trust account. City authorizes Broker to disburse earnest money as directed in writing signed by City and the proposed tenant or buyer. If the transaction fails to close or a lease is not entered, earnest money shall be disbursed to City unless otherwise required by the written agreement between the City and the proposed tenant or buyer

20. SIGNING DOCUMENTS; PROCESSING TRANSACTION DOCUMENTS.

A. **Papers to City.** Broker must promptly transmit all offers, counter-offers and amendments to City's contact person.

B. **Signing.** Nothing contained herein allows Broker to execute documents on City's behalf.

C. **Closing Documents; Special Letters.** At City's option, (i) City will prepare, or have City's attorney or title company prepare, the lease or closing documents (deed, owner's affidavit, closing statement, etc.), and (ii) City will obtain, or have City's title company obtain City "special letters" prior to closing in the event of a sale rather than a lease.

21. **NON-DISCRIMINATION.** City and Broker will not discriminate against any prospective tenant or buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statute 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful manner.

22. **INDEMNIFICATION.** Both City and Broker shall indemnify and hold harmless the other party including the other party's employees and agents from all liability, claims disputes, judgments, costs and other expenses, including reasonable attorney and court fees, arising out of 1) the indemnifying party's misrepresentations or failure to disclose any information about the Property or potential buyers or tenants or any other false, misleading or incorrect information related to the subject of this Contract; 2) the failure of the indemnifying party to comply with any federal, state or local laws, regulations or ordinances; or 3) the indemnifying party's breach of any warranty or covenant contained in this Contract.

23. **OPEN RECORDS.** Broker understands that this Contract, and certain documents associated herewith, are or may be subject to Wisconsin's open records law (see Wis. Stat. Ch. 19, including Subch. II). Broker agrees to cooperate with City

regarding open records requests relating to this Contract and the Property. Broker should notify City prior to destroying any documents or information stored on a computer or by any other electronic means and shall refrain from destroying anything the City asks Broker to retain.

24. **SIGNATURE; COUNTERPARTS.** This Contract may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile, email or PDF signatures shall be accepted as originals.

25. **ENTIRE AGREEMENT; AMENDMENT.** This Contract along with Exhibit A and Addendum D constitute the entire agreement between City and Broker and all prior statements, written or oral, are terminated and of no effect. This Contract may only be amended by a written agreement signed by all the parties hereto.

26. **SEVERABLE.** The terms and provisions of this Contract are deemed 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.

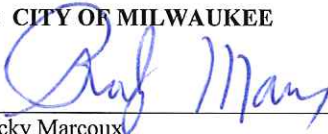
27. **SURVIVAL.** The representations and warranties made by City and Broker in this Contract shall survive the expiration of this Contract and any closing on a sale or execution of a lease contemplated by this Contract.

IN WITNESS WHEREOF, for good and valuable consideration, Broker and City hereby agree to the terms and conditions herein, and caused this Contract to be signed and entered into as of the Effective Date above.

BROKER: CASSIDY TURLEY BARRY

CITY: CITY OF MILWAUKEE

By: _____
David J. Buckley
Senior Vice President

By:  _____
Rocky Marcoux
Commissioner, Dept. of City Development

City Common Council Resolution File No. 130619

1050-2013-2236:201889

EXHIBIT A



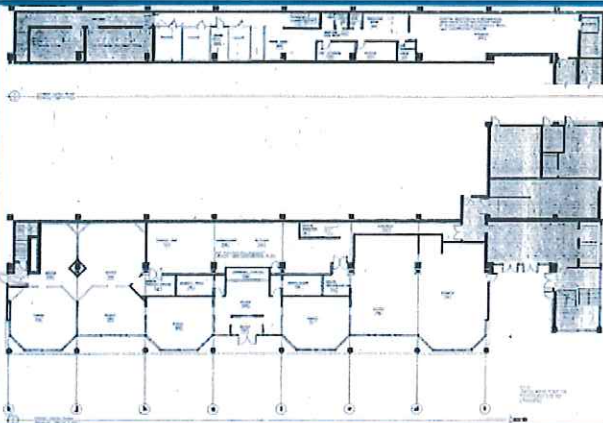
COMMERCIAL LEASE OPPORTUNITY

OFFICE / RETAIL / RESTAURANT

1118 NORTH 4TH STREET / WESTTOWN - BRADLEY CENTER



- 8,407 SF ± ground floor former restaurant/lounge
- Steps away from the Bradley Center -- US Cellular Arena -- Aloft Hotel -- MATC -- The Moderne
- Open floor concept easily adaptable for a variety of uses
- Center entrance and restrooms
- Kitchen-grade finish with quarry tile floors and some fixtures
- 3,000 SF basement for storage and office
- Separate Receiving/Trash area with roll up door and elevator access to lower level
- Part of 980-space public garage built in 1987



SUBMITTAL

Submit the Proposal Summary (on website) through a licensed Commercial Real Estate Broker on or before 10:00 AM on **November 19, 2013** and address the following items:

- Use, required approvals for use, build-out description and estimated costs
- Base net rent and other lease terms, conditions and contingencies
- City may entertain a purchase offer for the commercial space and would create a condominium unit
- Propose the broker commission to be paid over a three-year period contingent on lessee meeting lease obligations or in full at closing

REVIEW AND GENERAL TERMS

- Proposal review will include, but not be limited to, evaluation of offering rent/price, proposed use, long-term viability of use and occupant and contribution to the Westtown Business Community
- Selection and terms subject to approval by the Common Council (and other bodies as needed)
- Lessee/Buyer cannot violate City Policies (on website) at submittal or upon lease execution/purchase
- Occupant must obtain a Certificate of Occupancy within six months of lease execution/purchase unless different period negotiated.

LEASE REQUIREMENTS

- Minimum five-year commitment
- Single lease for full area, but with the potential for Lessee to divide and sublease
- Lessee to pay utilities and make a quarterly CAM payment and contribution to payment in lieu of taxes of \$25,000/year
- City consent for changes in ownership/ownership structure or property use
- Interior renovations and signage subject to DPW review and approval prior to application for building permits
- Use of City-certified SBE contractors is encouraged (see website for details)

PURCHASE OPTION

- City may entertain offers to purchase for the commercial space that would be part of a two-unit condominium
- Price and condominium declaration to be negotiated after conditional acceptance by the Common Council
- Deed will contain restrictive covenants for performance obligation, property use and prohibition for tax exemption with reversion of title provision for non compliance. A Performance Deposit may also be required.
- Conveyance will be "as is, where is" by quit claim condominium deed subject to restrictive covenants

SHOWINGS

Broker Open House will be conducted on October 15, 2013 from 10:00 AM to 12:00 PM. After initial showing, contact a licensed commercial broker to view the space; Brokers to call 414-286-3237 (Bambi Birenbaum) for access.

For more information, contact Elaine Miller, Department of City Development at emille@milwaukee.gov



ADDITIONAL SPACE FEATURES

HVAC: Four, 17.5 ton roof-mounted units

Hot water: Two 65-gallon water heaters

Electrical: 277/480 provided by eight service panels

Lessee responsible for contacting for trash removal

Additional building plans available on website

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any specific listing conditions, imposed by our principals.

ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY

1 This Addendum pertains to the (Offer to Purchase) (Listing Contract) (Buyer Agency Agreement)
2 (Other [specify]: _____) the ("Form")
3 [STRIKE AND COMPLETE AS APPLICABLE] dated May 1, 2014, for a
4 transaction relative to the following Property: 1118 North 4th Street, Milwaukee, WI
5 _____
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 • **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the
10 electronic transmission of the document or notice to the e-mail address specified below for the
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the
15 transaction, as required by federal law.

16 Seller's Initials: _____ Electronic Consent Given: Yes
17 Seller's e-mail address for delivery of electronic documents: _____
18 _____

19 Buyer's Initials: _____ Electronic Consent Given: Yes
20 Buyer's e-mail address for delivery of electronic documents: _____
21 _____

22 Listing Broker's Initials: _____
23 Listing Broker's e-mail address for delivery of electronic documents:
24 david.buckley@cassidyturley.com

25 Cooperating Broker's Initials: _____
26 Cooperating Broker's e-mail address for delivery of electronic documents:
27 _____

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.