

**HOUSING AUTHORITY - CITY OF MILWAUKEE - OFFER TO PURCHASE
VACANT PROPERTY- SIDELOT**

The Buyer, Guest House of Milwaukee Inc. (1216 S. 13th St., Milwaukee WI, 53205 ("**Buyer**") offers to purchase from the **Housing Authority - City of Milwaukee** ("**HACM**") the property at 1237-1243 N. 13th St., Milwaukee, WI ("**Property**") on the terms herein.

1. Purchase Price. Buyer will pay HACM **\$1,000.00** for the Property (Purchase Price) by cashier's check or money order **at Closing** (hereafter defined).

2. No Broker; Offer Submission. No real estate broker was involved in this transaction and there will be no brokerage commission due or payable at Closing.

3. Buyer Identification and Disclosures.

Buyer is (check one): ☐ Single person ☐ Married (☐ Joint Tenants or ☐ Tenants in Common)
 ☒ Corporation ☐ Partnership ☐ other _____

Identify corporate officers, partnership or LLC members: _____

4. Use. Buyer hereby represents to HACM that Buyer will use the property as a garden/green space.

5. Buyer certifies that Buyer: ☐ is ☒ is not an employee of any of the following (called "**City Agencies**"), or a spouse, sibling, parent, or child of an employee of any City Agencies: The City of Milwaukee (including any of its departments), RACM, HACM. If "is" is checked, Buyer must **submit** with Offer a "**Conflict of Interest Form**" (available from DCD) signed by the employee's supervisor.

6. AS IS; At Closing, HACM will convey the Property "**AS-IS, WHERE-IS**" with all faults and defects, known or unknown, physical or otherwise (including any outstanding building or health code violations), without representation or warranty, express or implied. Buyer holds HACM harmless from undetected or unknown environmental hazards that may be present. See MCO 225-22 under which owners may be required to connect water and sewer to public water mains and public sewers, and MCO 225-22.5 under which owners may be required to replace lead water service lines. HACM has informed Buyer of the EPA Booklet "*Protect Your Family from Lead in Your Home*" (www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) and the Milwaukee Water Works ("**MWW**") brochure, "*Lead-Safe Water Guide*." See the MWW website for addresses of properties with lead water service lines, city.milwaukee.gov/water. Per MWW, use of lead faucet filters is the best resource for lead-water safety.

7. Acceptance; Offer Term. Submitted Offer must be signed by Buyer. Acceptance occurs upon signature of the HACM Executive Director or designee indicating "acceptance," at which time this Offer becomes an agreement binding upon both parties **02/13/2025**. Buyer may, by sending written notice of withdrawal to HACM, withdraw the Offer at any time prior to HACM delivery of the accepted Offer. The Offer commences on the Effective Date and will be in effect for **60 days** (**Expiration Date**).

8. Closing. Buyer must satisfy all contingencies and Close on or before the Expiration Date. Closing on this transaction (**Closing**) shall take place at the location as agreed upon by HACM and Buyer, and at such time and date as HACM and Buyer may agree which must be on or before the Expiration Date. At Closing the parties shall execute a Closing Statement.

9. No Buyer Financing Contingency. This Offer is a cash offer and not contingent upon Buyer obtaining financing.

10. Termination Right. HACM or Buyer may, by written notice to the other, terminate this Offer: (1) if Buyer reasonably objects to matters affecting title as revealed by a recent title commitment, and HACM is unable or unwilling to cause the title company to remove valid objections to title prior to Closing; or (2) if the Property is damaged beyond its current condition prior to Closing.

15. Title Insurance. HACM will provide Buyer with any title insurance commitment or title insurance policy for the Property. Buyer is responsible for the cost of any additional title insurance that Buyer wishes to obtain. **Legal Possession; Occupancy.** At Closing, upon Deed delivery, Buyer may take possession of the Property. ***Buyer does not have the right to possess or commence work on the Property prior to Closing.***

16. Property Tax; Other Charges.

A. Special assessments and special charges that have been levied against the Property and billed will be prorated to the date of Closing. If HACM or an exempt owner owned the Property on January 1 of the sale year, the Property will be property-tax exempt for the sale year. If the Property is not property-tax exempt for the sale year, Property taxes will be prorated to the date of Closing. Buyer is responsible for property taxes, special assessments and special charges after Closing.

B. HACM is not leasing the Property to others.

17. Transfer Fee and Return. At Closing, the conveyance is exempt from the real estate transfer fee. Wis. Stat.77.25

18. Successors and Assigns. If accepted by HACM, this Offer binds and benefits the parties and their successors and assigns, including successor owners of the Property. Buyer may not assign any rights or duties under this Offer without HACM's prior written consent.

19. Signatures; Counterparts. This Offer may be signed in counterparts. Facsimile and email/PDF signatures shall be accepted as originals.

20. Entire Agreement. This Offer constitutes the entire agreement between the parties. All prior statements, written or oral, are of no effect. This Offer may only be amended by written agreement signed by the parties hereto.

21. Severable. The terms and provisions of this Offer 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.

22. Survival. The terms and provisions herein survive Closing and Deed delivery and recording.

23. Notices and Contacts. All notices hereunder shall be considered given **(A)** upon receipt if hand-delivered by commercial courier or otherwise personally delivered, **(B)** if sent by facsimile or email, the notice shall be deemed given when sent as per the following and so long as the notice is successfully sent (i.e. the sender does not receive any error or "inability to send" notification), and **(C)** within 2 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 HACM:

HACM's Contact Info:

Dario Romero

HACM

5125 W. Lisbon Ave

Milwaukee, WI 53210

Phone: 414-286-5473

Fax: 414-286-8187

Email: Dario.Romero@HACM.com

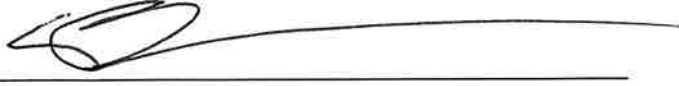
If to Buyer:

Per Buyer's "Contact Info" below.

24. Remedies. Except as otherwise provided herein, in case of breach of this Offer, the non-breaching party has all rights and remedies available at law and in equity against the breaching party. HACM retains all rights under Wis. Stat. 893.80 and 75.14 (4).

25. Special Conditions: Addendum ☐ is X is not attached. If Addendum exists, the terms therein are incorporated herein.

IN WITNESS WHEREOF, the parties caused this Offer to be entered into and executed as of the date written below.

(x)  _____ 10/23/1977 2/11/25
Buyer's Signature ▲ Print Name Here ► Stephen Bauer, CEO Date of Birth ▲ Date ▲

(x) _____
Buyer's Signature ▲ Print Name Here ► Date of Birth ▲ Date ▲

Acceptance by Seller (Housing Authority – City of Milwaukee)

Accepted: _____ Date ► _____

Rejected: _____ Date ► _____

Buyer Name and Address:

Guest House of Milwaukee Inc.
1216 N. 13th St.
Milwaukee, WI 53205

Buyer's Email: stephenbauer@guesthouseofmilwaukee.org

Buyer's Phone: 414-345-3240 (main line)

