

City of
Milwaukee
Development Center



Air or Subterranean Space Lease Petition

809 N. Broadway, 1st Floor / Milwaukee, WI 53202-3617 / 414-286-8208

Submit this application with \$200 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date 10/25/10

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned Fix Development, LLC

(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)

respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3) and (4) of the Wisconsin Statutes, that the following space lease be granted:

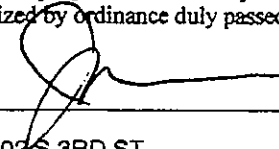
The building overhang into the public right of way on the North side of Bruce street, East of 2nd street to the alley.

of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:
see attached

also known by street and number as 538 S. 2nd St. and 538 S. 2nd St.
which property is located on both sides of that portion of the (street, alley or street) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4), Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of Milwaukee.

Signature 

Address 602 S 3RD ST

Phone 414 628-2346

Corporation, firm or society Fix Development

Address 602 S 3RD ST

Title or office held in same

AIR SPACE LEASE

That part of the Northeast 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin described as follows:

Beginning at the intersection of the east right of way line of South 2nd Street and the north right of way line of West Bruce Street; thence North $89^{\circ}16'36''$ East, on and along said north right of way line, 136.60 feet to a point 1.00 feet east of the overhang of the building; thence South $00^{\circ}45'16''$ East, 1.00 foot east of and parallel with said overhang, 9.92 feet; thence South $89^{\circ}14'44''$ West, 1.00 foot south of and parallel with said overhang, 136.53 feet to the extension of said east right of way line; thence North $01^{\circ}07'59''$ West, to the point of beginning.

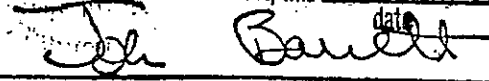
The above description is for an airspace lease which is between elevations of 22.00 feet and 72.00 feet. The datum for these elevations is the City of Milwaukee Datum.

Containing 360 square feet (0.01 acres) (1,800 cubic feet), more or less.

STATE OF WISCONSIN
MILWAUKEE COUNTY } SS.

I, the undersigned Clerk of the Circuit Court of Milwaukee County, Wisconsin do hereby certify that I have compared this document with the original on file and that the same is a full, true and correct copy of said original and of the whole thereof, as the same remains of record in my office.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said court, this JAN 30 2006 date

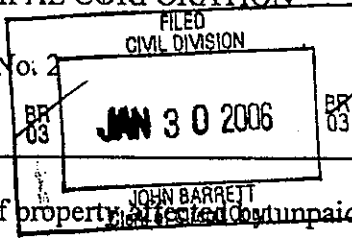


JOHN BARRETT
Clerk of Circuit Court

IN THE MATTER OF THE FORECLOSURE
OF TAX LIENS PURSUANT TO SEC. 75.521,
WISCONSIN STATUTES, BY THE CITY OF
MILWAUKEE, A MUNICIPAL CORPORATION

TAX FORECLOSURE
JUDGMENT TO CITY OF
MILWAUKEE'S § 75.106
ASSIGNEE, KAUFMANN
LeSAGE, LLC

List of Tax Liens for 2005 No. 2
Parcel 5



Case No. 05-CV-007389

COPY

The list of parcels of property, as listed on unpaid tax liens as shown on the delinquent tax rolls in the Treasurer's Office of the City of Milwaukee and Milwaukee County, wherein said parcels have been sold to the City of Milwaukee for delinquent taxes, and the County of Milwaukee having assigned its interest to the City of Milwaukee, and one year having elapsed and a petition for judgment concerning those parcels of land in the City and County of Milwaukee remaining unredeemed or for which no answer pursuant to Wis. Stat. § 75.521 (7) having been duly filed in the Office of the Clerk of Circuit Court of Milwaukee County on the 29th day of November, 2005, and a copy of the petition and that part of the list of tax liens as it includes a description of the parcels having been mailed by certified mailing, return receipt requested as evidenced by the Affidavit of Wayne F. Whittow, City Treasurer of the City of Milwaukee, duly filed with the Clerk of Circuit Court of Milwaukee; and said affidavit evidencing the posting of the list of tax liens and publication of the notice of commencement of this special proceeding, including the list of tax liens and the petition herein, and setting forth those parcels which have been timely redeemed except for Parcel 5.

And Attorney James P. Mulligan, having been duly appointed guardian ad litem pursuant to Wis. Stat. § 75.521 (12);

And the "Affidavit of James Hanna, Deputy City Treasurer" having been filed in this action pursuant to Wis. Stat. § 75.106 (2)(g) informing the Court that the City's Common Council, by Resolution File No. 050252, approved a contract (the "75.106 Contract") pursuant to which the City, under § 75.106, assigned to Kaufmann LeSage, LLC, the City's right to in rem tax foreclosure judgment on Parcel 5.

And attached to said affidavit are copies of the 75.106 Contract, said Common Council resolution, and the contract between Kaufmann LeSage, LLC and the State Department of Natural Resources ("DNR") with respect to Parcel 5;

And no judgment having yet been issued in this action with respect to Parcel 5 (§ 75.106 (2)); a copy of the 75.106 Contract having been filed with this Court (§ 75.106 (2)(b)), the 75.106 Contract identifying Parcel 5 as the parcel for which City's right to take judgment has been assigned (§ 75.106 (2)(c)), and as being a brownfield (§ 75.106 (2)(d)) for which an environmental assessment was done, the results of which were provided or made available to the DNR (§ 75.106 (2)(e)), and Kaufmann LeSage, LLC having entered into an agreement with the DNR (§ 75.106 (2)(f));

NOW THEREFORE, on motion of Grant F. Langley, City Attorney for the City of Milwaukee, by Gregg C. Hagopian and Genevieve O'Sullivan-Crowley, Assistant City Attorneys, attorneys for petitioner, and by authority of Wis. Stat. §§ 75.521 (8) and 75.106,

IT IS ORDERED AND ADJUDGED:

1. That there has been failure to redeem or answer by any person having the right to redeem or answer as provided by § 75.521 as to Parcel 5.

2. That all persons claiming under and through the person or persons having the right to redeem or answer with respect to this action or the City's foreclosure of the taxes at issue are foreclosed of all their right, title and interest and equity of redemption in and to Parcel 5.

3. That Kaufmann LeSage, LLC (as the assignee of the City of Milwaukee under § 75.106) is vested with an estate in fee simple absolute in Parcel 5 subject to all unpaid taxes and charges which are subsequent to the latest dated valid tax lien appearing on the 2005 List of Tax Liens No. 2, filed herein and subject to recorded restrictions as provided by § 75.14 (4), and that all persons, both natural and artificial, including the State of Wisconsin, infants, incompetents, absentees and non-residents who may have had right, title, interest, claim, lien or equity of redemption in and to Parcel 5 are forever barred and foreclosed of such right, title, interest, claim, lien or equity of redemption as to the following property:

Parcel: 5

Address: 538 South 2nd Street, Milwaukee, Wisconsin

Tax Key No.: 428-0417-000-0

Legal Description:

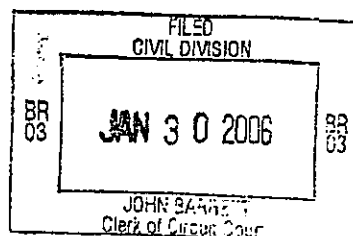
LOT 8 IN BLOCK 27 IN WALKER'S POINT, IN THE NORTHEAST ¼ OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY AND COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Dated at Milwaukee, Wisconsin this 30th day of January, 2006

BY THE COURT:

David L. Foy
Circuit Court Judge

1089-2005-1347:99230





CHICAGO TITLE INSURANCE COMPANY

20900 SWENSON DR STE. 900, WAUKESHA, WI 53187-0987
(262) 796-3800 FAX: (262) 796-3888

SELLER: CITY OF MILWAUKEE
BUYER: KAUFMANN LESAGE, LLC

ORIGINAL INVOICE: 08-30-05
INVOICE AS OF: 08-30-05
ORDER NUMBER: 1203900
ESCROW NUMBER:

COM

0007290 -000

MADONNA L. RAVET
O'NEIL CANNON & ROLLMAN
111 E. WISCONSIN AVE #1400
MILWAUKEE, WISCONSIN 53202

POLICY(S) APPLIED FOR: OWNER'S POLICY \$50,000.00

YOUR REFERENCE: CITY OF MILW./KAUFMANN/538 S. 2ND STREET

CODE	DESCRIPTION	AMOUNT
OCN	OWNER'S POLICY-C&I NEW	400.00
SAL	SPECIAL ASSESSMENT LETTER	65.00
BALANCE DUE:		<u>\$465.00</u>

THANK YOU FOR PLACING YOUR ORDER WITH US
PLEASE RETURN A COPY OF THIS INVOICE WITH REMITTANCE TO:

20900 SWENSON DRIVE, SUITE 900
P.O. BOX 987
WAUKESHA, WISCONSIN 53187-0987

OUR REFERENCE: 001203900

ALTA COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Copies to: See Schedule B-II

Prepared for:
O'NEIL CANNON & HOLLMAN
111 E. WISCONSIN AVE #1400
MILWAUKEE, WISCONSIN 53202
MADONNA L. RAVET

Commitment No: 1203900 / COM

Effective Date July 26, 2005 at 7:00 A.M.

1. Policy or Policies to be issued:
ALTA OWNER'S POLICY (10-17-92) Amount \$50,000.00
Proposed Insured:
KAUFMANN LESAGE, LLC, a Wisconsin limited liability company

ALTA LOAN POLICY (10-17-92) Amount
Proposed Insured:
NONE

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof of record in:
JERRY J. HANSHER

3. The land referred to in the Commitment is described as follows:
Lot 8 in Block 27 in Walker's Point, in the Northeast 1/4 of Section 32, Town 7
North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of
Wisconsin.

Tax Key No. 428-0417-000-0

ADDRESS: 538 S. 2ND STREET

DIRECT INQUIRIES TO:
MICHAEL SIZEMORE (262) 796-3857 or SIZEMORE@CTT.COM

SCHEDULE B-1

Commitment No: 1203900

Requirements

The following are requirements to be complied with:

- A (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- B (b) PAYMENT TO THE COMPANY OF THE PREMIUMS, FEES AND CHARGES FOR THE POLICY.
- X (c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Deed from JERRY J. HANSHER to the CITY OF MILWAUKEE, a Wisconsin municipal corporation.

Deed from the CITY OF MILWAUKEE, a Wisconsin municipal corporation, to KAUFMANN LESAGE, LLC, a Wisconsin limited liability company.

- S (d) The proposed first deed should either designate the subject premises as non-homestead, identify the grantor as unmarried or be joined in by grantor's spouse.
- r (e) We should be furnished with a certified copy of a resolution adopted by the Common Council of the City of Milwaukee authorizing the execution of the second deed.

D

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SCHEDULE B-I

Commitment No: 1203900

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

c 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

d Note: Exception 1 will be removed only if no intervening matters appear of record between the effective date of this commitment and the recording of the instruments called for at Item (c) of Schedule B-I, or if a gap endorsement is issued in conjunction with this commitment and the requirements for the issuance of "gap" coverage as described in the endorsement are met, including the payment of the premium.

s 2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.

r Note: Exception 2 will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the land, or that all such items have been paid in full.

c 3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy.

w The Company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

r Note: Exception 3 will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the land contains a completed building; and (3) a statement showing that the land has a water and sewer use account. If the land is vacant, this exception will not be removed.

v 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

x Note: Exception 4 will be removed only if the Company receives the Construction Work and Tenants Affidavit on the form furnished by the Company and the following is true:

No work done: the Affidavit must establish that there has been no lienable construction work in the previous six months.

Repair work done: if repair work has been done on an existing structure in the last six months, the affidavit must accurately disclose all parties who have done lienable work in the last six months, and have attached to it original full waivers of lien from each person or company.

continued

SCHEDULE B - II Continued

Commitment No.: 1203900

New construction: if the property contains a newly-built structure, the Affidavit must incorporate a complete list of all parties who have done lienable work in the last six months, and have attached to it original full waivers of lien from each person or company. If Exception 4 is removed, it may be replaced by the following exception: "Any construction lien claim by a party not shown on the Construction Work and Tenants Affidavit supplied to the Company."

- L 5. Rights or claims of parties in possession not shown by the public records.
- N Note: Exception 5 will be removed only if the Company receives the Construction Work and Tenants Affidavit on the form furnished by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.
- N 6. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- O 7. Easements or claims of easements not shown by the public records.
- P 8. Any claim of adverse possession or prescriptive easement.
- O Note: Exceptions 6, 7 and 8 will be removed only if the Company receives an original survey which (1) has a current date, (2) is satisfactory to the Company, and (3) complies with ~~CURRENT ALTA/ACSM MINIMUM~~ Survey Standards or Wisconsin Administrative Code AE-7. If the survey shows matters which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.
- V 9. General taxes for the year 2005, not yet due and payable.
- N 10. Unpaid taxes for multiple years in the sum of \$34,209.83, exclusive of fee and interest. Action Pending.
- X 11. Water and sewer service charges, if any.
- R 12. Right to a lien for unpaid commissions, if any, in favor of any real estate broker for the property, pursuant to Section 779.32, Wis. Stats. This exception will be removed on receipt by the Company of satisfactory affidavits of the present owner and purchaser that no such commissions are owed, or that all commissions will be paid at closing. No broker lien or notice of intent to file lien has been recorded as of the effective date of this commitment to insure.

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SCHEDULE B-II Continued

Commitment No.:1203900

AA The request for information regarding special assessment data was submitted to the municipality on August 25, 2005 and will be returned directly to the party for whom this commitment was prepared as indicated on Schedule A hereof. Special Assessment information is considered current for 60 days. Contact the Company after 60 days and prior to closing to request current information.

PLEASE NOTE: Upon closing please furnish us with a copy of said information if Exception 2 of Schedule B-II is to be deleted from the policy when issued.

AB

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