BUYER INFORMATION

(PLEASE PRINT **ALL** INFORMATION)

PROPERTY TO BE PURCHASED: _____

BUYER IS (CHECK ONE): ☐ MARRIED ☐ SINGLE PERSON(S)
☐ CORPORATION ☐ LIMITED PARTNERSHIP
☐ OTHER (SPECIFY) _____

NAME 1 (CHECK ONE): ☐ MR. ☐ MRS. ☐ MS. ☐ MISS

_____
LAST FIRST MIDDLE

ADDRESS: _____
STREET CITY STATE ZIP

HOME PHONE: _____ BUSINESS PHONE: _____

DATE OF BIRTH: _____ SOCIAL SECURITY NO.: _____

NAME 2 (CHECK ONE): ☐ MR. ☐ MRS. ☐ MS. ☐ MISS

_____
LAST FIRST MIDDLE

ADDRESS: _____
STREET CITY STATE ZIP

HOME PHONE: _____ BUSINESS PHONE: _____

DATE OF BIRTH: _____ SOCIAL SECURITY NO.: _____

PREVIOUS ADDRESSES PAST TWO (2) YEARS:

_____

_____

_____

ADDRESSES OF PROPERTY OWNED WITHIN THE CITY OF MILWAUKEE
(AS AN INDIVIDUAL OR AS A CORPORATION)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

EXHIBIT B TO RESIDENTIAL LISTING CONTRACT

NORTH MEADOWS REVITALIZATION II LLC - OFFER TO PURCHASE

Buyer _____ ("**Buyer**")

offers to purchase from North Meadows Revitalization II LLC (NMR II), the property at

_____, Milwaukee, WI ("**Property**") on the terms herein.

1. **Purchase Price.** Buyer will pay NMR II $_____ for the Property (**Purchase Price)** by *certified check* **at Closing** (hereafter defined), made payable to "Knight Barry Title Inc." (or such other payee as NMR II may direct), less a credit for **Earnest Money** and subject to customary prorations and deductions pursuant hereto (**Net Price**). NMR II may have Buyer allocate the Net Price per the Closing Statement.

2. **Earnest Money**; Photo ID. Buyer shall **submit** $750 Earnest Money by *certified check* with this Offer to be held: (**A**) by Listing Broker in its Trust Account if the NMR II listed the Property with a Listing Broker; (**B**) by Selling Broker in its Trust Account if the NMR II has not listed the Property with a Listing Broker; and (**C**) by the NMR II's Title Insurance Company if neither (**A**) nor (**B**) apply. Earnest Money shall be disbursed to NMR II at Closing and be credited toward the Purchase Price, or be disbursed as otherwise required herein. Earnest Money is non-refundable except as provided herein. **Proof of Earnest Money submission and photocopy of government-issued identification for person(s) signing for Buyer must be included with Offer.**

3. **Broker; Commission**.

A. Buyer Broker. The "**Buyer Broker**" is identified below.

Buyer Broker Firm Name	
Buyer Agent Name	
Agent Direct or Cell Phone Number	
Agent Office Number	
Agent Fax Number	
Agent Email	
Agent Office Address	

B. Listing Broker. If NMR II has the Property under a listing contract with a broker the "**Listing Broker**" is

Listing Broker Firm Name	
Listing Broker Agent Name	
Agent Direct or Cell Phone Number	
Agent Office Number	

Agent Fax Number	
Agent Email	
Agent Office Address	

C. If NMR II has the Property under a Listing Contract with a Listing Broker, Buyer Broker or Buyer (if there is no Buyer Broker) must submit this Offer to the Listing Broker who shall submit it to the NMR II ; and upon Closing, NMR II will pay only the commission called for in the NMR II-Broker listing contract. All communication by the Buyer Broker (if identified above) on behalf of Buyer to NMR II must go through Listing Broker.

If NMR II does not have the Property under a listing contract with a broker: **(A)** Buyer Broker shall submit Offer to Benjamin.Sanchez@milwaukee.gov or personally deliver to NMR II at 809 N. Broadway, 3rd Floor **(B)** upon Closing, NMR II will pay Buyer Broker a commission of 6% of the Purchase Price or $2,000, whichever is greater; and **(C)** NMR II will not pay commission if Buyer and Buyer Broker are same, or if they are principals or agents of one another (e.g. if Broker is a member of Buyer's LLC, NMR II will not pay commission).

4. Property Use. Buyer represents to City that Buyer will use the Property for►
☐ owner-occupancy as Buyer's primary residence ☐ check here if 1st time homebuyer

5. Buyer Identification and Disclosures.

A. Individual (non-entity) Buyers.

(1) Buyer is (check one_) ► ☐ Married ☐ Single person

(2) If Buyer is married, or if 2 or more persons constitute "Buyer," check how you wish to hold title:
► ☐ Joint Tenants ☐ Tenants-in-Common

B. Entity Buyers. Buyer is (check one) ►: ☐ Corporation ☐ Partnership ☐ LLC
Other: _____

- Entity must submit with Offer: Articles of Incorporation/Organization, Wisconsin Department of Financial Institutions (DFI) printout showing registration of entity with DFI, and corporate resolution for signing authority if not a sole proprietorship.

Entity Members: Identify (as applicable) ALL Buyer corporate officers, ALL partners, and ALL LLC members: _____

C. NMR II General Buyer Policies. Buyer certifies that Buyer, and every owner, member, officer and partner of an entity Buyer, is now and will at Closing be in compliance with the following "**City General Buyer Policies**" and Milwaukee Code of Ordinances ("MCO") 304-49-9. NMR II will reject Offers from parties that violate the Policies and NMR II may terminate an accepted Offer if violations exist at any time after acceptance of Offer or at Closing.

(1) Not delinquent in the payment of any real or personal property tax, special assessment, special charge or special tax to the City.
(2) Not a party against whom the City or NMR II has an outstanding judgment.
(3) Not have outstanding building or health code violations or orders from the City's Health Department or City's Department of Neighborhood Services (DNS) that are not actively being abated.
(4) Not a party who has been convicted of violating an order of the City Health Department or DNS within the past year.
(5) Not a party who lost property to the City due to property-tax foreclosure within the past 5 years.

D. If Buyer acquired from the City or NMR II other property for which required rehab has not been completed, identity address:_____. NMR II reserves right to reject or terminate this Offer based on status of other property rehab.

E. 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), Redevelopment Authority of the City of Milwaukee (RACM), Housing Authority of the City of Milwaukee (HACM). If "is" is checked, Buyer must **submit** with Offer a **"Conflict of Interest Form"** (available from Neighborhood Improvement Development Corp) signed by the employee's supervisor.

F. List addresses of *other property* in the City of Milwaukee that Buyer owns, or that Buyer owns or controls through an entity. Include any property owned by Corporations, Partnerships, or LLCs in which Buyer is an officer, member, or partner (*attach supplemental pages as necessary*):

Addresses of *Other Properties* in the City		**Owner of Record**
	Milwaukee, WI	
	Milwaukee, WI	
	Milwaukee, WI	
	Milwaukee, WI	

6. This section left intentionally blank.

7. This section left intentionally blank.

8. Proof of Funds. Buyer represents Buyer has financial resources to pay the Purchase Price to buy the Property. Buyer must **submit** with this Offer evidence of financing and/or equity to satisfy that financial resource requirement. **At Closing** Buyer must cooperate with NMR II's closing agent to verify proof of funds to satisfy the financial resource requirement, including, if required, calling a Buyer financial institution along with NMR II's closing agent.

9. This section left intentionally blank.

10. AS IS. At Closing, NMR II 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. NMR II conducted no investigation or survey of the Property. The Property *may:* contain lead-based paint, asbestos, underground storage tanks, or other environmental hazards; have shared water service; and/or be affected by lead private or lead municipal water service lines. 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. Broker that procured Buyer shall provide to Buyer 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 Work's ("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.

11. Acceptance; Offer Term. Submitted Offer must be signed by Buyer. Acceptance occurs upon signature of the NMR II authorized signatory or designee indicating "acceptance," at which time this Offer becomes an agreement binding upon both parties (**Effective Date**). Buyer may, by sending written notice of

withdrawal to NMR II, withdraw the Offer at any time prior to NMR II delivery of the accepted Offer in which case Earnest Money shall be returned to Buyer. The Offer commences on the Effective Date and will be in effect for **45 days** (**Expiration Date**).

12. Closing. Buyer must satisfy all contingencies and Close on or before the Expiration Date. Under limited circumstances, NMR II may extend the Expiration Date for up to **30 days** (**Extended Date).** Extension requests must be in writing, provide explanation, and be agreed to by NMR II. *If* NMR II *agrees to* extension, Buyer must submit to NMR II a certified check payable to NMR II for **$250** as a non-refundable **Extension Fee** that will not be credited toward the Purchase Price. Closing on this transaction (**Closing**) shall take place at the title company that closes transactions for the NMR II, or such other location as may be agreed upon by NMR II and Buyer, and at such time and date as City and Buyer may agree which must be on or before the Expiration Date or Extended Date. At Closing the parties shall execute a Closing Statement.

13. Buyer Financing Contingency (Not City-Related Financing). This Offer (Check One►)
☐ is a cash offer (not contingent on financing), or

☐ is contingent on Buyer obtaining the following financing ("**Buyer Contingency**") that is **not** from a City-Related Financing Program (defined below):

☐ mortgage loan commitment

☐ rehabilitation/construction loan commitment.

If the "Buyer Contingency" is checked, Buyer has **30 days from the Effective Date** (the **Financing Deadline**) to obtain financing for not less than $_____ for a term of not less than _____ years with an initial interest rate not to exceed _____% per year. If despite Buyer good faith efforts, Buyer is not able to obtain acceptable financing, Buyer may terminate this Offer by sending to NMR II written notice of termination, on or before the Financing Deadline, whereupon this Offer shall terminate and Broker shall return Earnest Money to Buyer. If Buyer does not timely provide that notice, Buyer will be deemed to have waived this contingency.

14. Federal Real Estate Reporting Requirements.
Section 1010.821 of Chapter 31 of the Code of Federal Regulations ("Code") requires that buyers and sellers in certain residential real estate transactions complete and submit to the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") a Real Estate Report (the "FinCEN Report"). A FinCEN Report is required if all the following apply to this Offer:

1. The Property is a residential property; and
2. The Property is purchased with all cash or without institutional lender financing; and
3. At least one Buyer is a legal entity, limited liability company, corporation, partnership, trust, trustee, or other non-natural person.

IF THIS TRANSACTION IS SUBJECT TO THE FinCEN REPORT, then NMR II and Buyer shall, no later than Closing, provide to Knight Barry the information and documentation necessary to enable Knight Barry to complete the FinCEN Report. Such information and documentation includes full legal name, date of birth, residential street address, and the IRS taxpayer identification number of the beneficial owners of the Buyer entity, as further defined and described in the Code. Buyer shall pay all costs and fees associated with preparing and filing the FinCEN Report. NMR II may terminate this Offer and retain the Earnest Money if Buyer fails to provide information required to complete the FinCEN Report.

15. This section left intentionally blank.

16. Termination Right.

A. NMR II 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 NMR II 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. In the event of such termination, Earnest Money shall be returned to Buyer.

B. NMR II may terminate this Offer: **(1)** if Buyer or any Buyer owner, member, officer or partner is in violation of NMR II General Buyer Policies at any time on or before Closing; and/or **(2)** if Buyer is in breach of this Offer or if Buyer made a material misrepresentation in this Offer. In case of such NMR II termination, NMR II is entitled to keep Earnest Money, in addition to any other remedy NMR II may have.

17. Quit-Claim Deed; Restrictive Covenant. At Closing, NMR II shall convey the Property to Buyer by Quit-Claim Deed ("**Deed**") in substantially the form **attached** as **EXHIBIT A**. Buyer shall provide funds for recording as directed by the Closing Statement.

18. Historic Preservation & Conservation Easement. If the Property has historic significance due to **(i)** listing on the National Historic Registry, or on the Wisconsin State Historic Registry, or **(ii)** local historic designation under MCO 320-21 because it is in a locally designated historic district, or it is a locally designated historic site, or it contains a locally designated historic structure, then, **at Closing,** and as a condition to Closing, Buyer shall sign and provide to NMR II, a City of Milwaukee "Historic Preservation & Conservation Easement" (the **"Easement')** and provide funds for recording as directed by the Closing Statement. If Buyer fails to sign and provide the Easement, NMR II shall have no duty to close and NMR II shall retain Earnest Money.

19. Title Insurance. NMR II has no duty to provide to Buyer a title report, title insurance commitment, or title insurance policy. Buyer (if it wants title insurance) may obtain a current title insurance commitment for the Property at Buyer's cost and promptly provide City with a copy, including any updates, and any endorsements.

20. Legal Possession; Occupancy. At Closing, upon Deed delivery, Buyer may take possession of the Property, subject to rights, if any, of tenants in possession. ***Buyer does not have the right to possess or commence work on the Property prior to Closing.***

21. Property Tax; Other Charges; Water Meter.

A. Special assessments and special charges that have been levied against the Property and billed will be prorated to the date of Closing. If the NMR II 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. Rent, if any, shall be prorated to date of Closing. Unless otherwise disclosed, NMR II holds no security deposits of any tenant now or formerly occupying the Property.

C. Electricity charges, if any, are not prorated and are not NMR II's responsibility.

D. Prior to Closing, Buyer shall submit by email, to dcd@knightbarry.com , a photo, taken **within 2 weeks of the scheduled Closing date**, showing: the water meter for the Property and its then current reading of water usage or if no water meter exists at the Property, showing where the meter should be. The email shall indicate the date the photo was taken. NMR II shall obtain a "final bill" as of the date of the photo; and at Closing, NMR II shall pay for all water charges up to and including the date of the "final bill," and Buyer shall pay for all other water charges billed by Milwaukee Water Works after that "final bill" date- providing

however that, notwithstanding the foregoing, NMR II pays the cost to replace any missing meter, and Buyer pays any NMR II "reset" fee to re-install a missing meter.

22. This section left intentionally blank.

23. This section left intentionally blank.

24. Successors and Assigns. If accepted by NMR II, 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 NMR II's prior written consent.

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

26. 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.

27. 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.

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

29. 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 NMR II:	**If to Buyer:**
Notices from Buyer to NMR II shall be from Buyer to Broker to NMR II. If no Broker, directly to NMR II. **NMR II's Contact Info:** Benjamin Sanchez Neighborhood Improvement Development Corporation 809 North Broadway, 3rd Floor Milwaukee, WI 53202-3617 Telephone: (414) 286-5719 Email: Benjamin.Sanchez@milwaukee.gov	Notices from NMR II to Buyer shall be from NMR II to Broker to Buyer. If there is a Listing Broker and Buyer Broker, notice shall be from NMR II to Listing Broker (using contact information above), and Listing Broker shall forward notice to Buyer Broker for forwarding to Buyer. If Buyer is a nonprofit entity, NMR II shall provide notice to Buyer directly.

30. 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. If Buyer breaches, NMR II may elect to retain Earnest Money as liquidated damages or as partial offset against damages otherwise occasioned by the breach – which, in the latter case, NMR II may bring suit for remaining damages or NMR II may seek specific performance. NMR II retains all rights under Wis. Stat. 893.80 and 75.14 (4).

31. This section left intentionally blank.

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Buyer entered and signed this Offer as of the date written below.

Buyer:	**Buyer:**	**Buyer Contact Info:**
Buyer signature:_____ Print name:_____ Date of Birth:_____ Buyer full social security number or FEIN: _____ Date:_____	Buyer signature:_____ Print name:_____ Date of Birth:_____ Buyer full social security number or FEIN: _____	Street Address (not P.O.): _____ _____ Cell Ph:_____ Other Ph:_____ Fax:_____ Email:_____

North Meadows Revitalization II LLC **Rejection:**	North Meadows Revitalization II LLC **Acceptance:**
Rejected: _____ Name Printed:_____ Rejection Date:_____	Accepted:_____ Name Printed:_____ Acceptance Date:_____

EXHIBIT A

Document Number	QUIT CLAIM DEED	
Name and Return Address:		
Tax Key Number: _____		
Drafted By: North Meadows Revitalization II LLC (NMR II)		Recording Area

THIS QUIT-CLAIM DEED is made as of _____, 20____, by the North Meadows Revitalization II LLC ("NMR II"), as Grantor, to _____ ("**Grantee**").

1. Conveyance of Property. NMR II conveys and quit-claims to Grantee, on an "AS-IS, WHERE-IS" basis, all of NMR II's right, title, and interest in and to the real estate described below (the "**Property**"):

[LEGAL DESCRIPTION], in the City of Milwaukee, Milwaukee County, Wisconsin.

T.I.N.: _____
Property Address: _____, Milwaukee, WI

2. Restrictive Covenant. This conveyance is subject to the following restrictive covenant, the terms and conditions of which were material inducements to NMR II conveying the Property to Grantee, and but for Grantee's acceptance of same by execution of an Offer to Purchase with NMR II, NMR II would not have conveyed the Property to Grantee. The restrictive covenant is binding on Grantee and Grantee's successors and assigns, including successor owners of the Property. The Property must be taxable for property-tax purposes and no owner or occupant of the Property shall apply for, or seek, or accept, property-tax exemption, whether under Wis. Stat. § 70.11 or otherwise, for the Property, or any part thereof. This restriction shall be a permanent covenant that runs with the land and may only be released by resolution passed by the City's Common Council by a 2/3 vote (MCO 304-49-8) and recording by City of a Release of Restriction with the Milwaukee County Register of Deeds.

Signatures Appear on the following page

IN WITNESS WHEREOF, NMR II, as Grantor, signed this Deed as of the date first written above.

STATE OF WISCONSIN)) ss. MILWAUKEE COUNTY) Personally came before me this ___ day of _____, 20__, the City signatory identified, to me personally known, who signed this document on behalf of the City and acknowledged the same. _____ Notary Public, State of Wisconsin Name Printed:_____ My commission expires:_____	**NORTH MEADOWS REVITALIZATION II LLC,** By its sole member NIDC By_____ Print Name:_____ Benjamin Sanchez Housing Programs Manager Neighborhood Improvement Development Corp.