

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Prepared for:

CITY OF MILWAUKEE/REDEVELOPMENT AUTH.
809 N. BROADWAY 2ND FLOOR
MILWAUKEE, WISCONSIN 53202
ELAINE MILLER

Commitment No: 1278035

Effective Date: April 6, 2011 at 7:00 AM

1. Policy or Policies to be issued:

a. OWNER'S POLICY1: ALTA Owner's Policy (6/17/06) Amount: \$100,000.00
Proposed Insured:

A LEGALLY QUALIFIED GRANTEE TO BE NAMED

b. LOAN POLICY1: ALTA Loan Policy (6/17/06) 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:

CITY OF MILWAUKEE, a Wisconsin municipal corporation

3. The land referred to in the Commitment is described as follows:

Lots 10, 11, 12, 13, 14, 15, 16, 17 and 18, in Block 210, in Murray's Addition, in the Southwest 1/4 of the Southwest 1/4 of Section 15, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.
EXCEPT the South 10 feet of Lot 10 for street purposes.

Tax Key No: 319-0772-100-3

Address: 1910 E. NORTH AVENUE

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

This Commitment is valid only if Schedule B-I and B-II are attached

SCHEDULE B - I

Commitment No: 1278035

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.

Q (c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Deed from CITY OF MILWAUKEE, a Wisconsin municipal corporation, to A LEGALLY QUALIFIED GRANTEE TO BE NAMED.

R (d) We should be furnished with a certified copy of a resolution adopted by CITY OF MILWAUKEE, a Wisconsin municipal corporation, authorizing the execution of the deed.

S (e) The actual value of the estate or interest to be insured must be disclosed to the Company, and subsequent to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of this commitment shall not exceed said amount.

T * * * * *

SCHEDULE B - SECTION II
EXCEPTIONS

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

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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

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.

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

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.

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.**

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

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.

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.**

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.: 1278035

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."

K 5. Rights or claims of parties in possession not shown by the public records.

L 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.

M 6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

N 7. Easements or claims of easements not shown by the public records.

O 8. Any claim of adverse possession or prescriptive easement.

P 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.

U 9. General taxes for the year 2011, not yet due and payable.

V 10. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road purposes.

W 11. Utility Easement granted to Wisconsin Telephone Company recorded as Document No. 1754389.

X 12. Utility Easement granted to Wisconsin Electric Power Company recorded as Document No. 4417187.

Y 13. 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

SCHEDULE B - II Continued

Commitment No.:1278035

notice of intent to file lien has been recorded as of the effective date of this commitment to insure.

- z 14. Judgments and/or liens, if any, docketed or filed against the prospective owner of the subject premises. Further report will be made as to such judgments and liens when we are advised as to the name of the prospective owner.
- AA 15. Rights of tenants in possession including any rights to tenants fixtures owned by such tenants located on the demised premises and any liens on such tenants fixtures, and all parties having a lien on or claiming by, through or under the lessee, which parties and liens are not separately shown herein.
- AB 16. Possible homestead and marital property rights of the spouse of the insured, if the proposed deed is to run to a married individual.

AC

* * * * *

AD

Special assessment letters, water bill and tax bill HAVE NOT BEEN ORDERED at this time. Please contact Chicago Title Insurance Company at (262) 796-3800 at least fifteen days prior to your closing date if you wish them to be ordered at that time.

AE

* * * * *

AF

NOTE: If your transaction involves a tax deferred exchange, we offer this service through our 1031 company, IPX1031. As the nations largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar fidelity bond. Chicago Title and Trust company also provides a 50 million dollar performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Michele Schmid at 262-796-3864.

AG

* * * * *

1754389
1338.34

G. H. Gottfried &
Pauline P. "

Grant
\$15

3 Jan 30
3 Jan 30
4 Jan 30

To place and

maintain one under-

ground lateral adja-

cent to the east pro-

erty line, 1 pole in

the N E cor, also, 1

anchor adjacent to N & E lines

of property and other appliances

necessary in the conduct of its business at grantees risk on, over

and under land owned by the undersigned and desc as follows: the

E 30 ft of the W 59 1/2 ft of the E 89 1/2 ft of the S 10, 11 & 13

in Blk 210, in Murray's Addition in the SW 1/4 of Sec 15-7-32, in

the 18th Wd.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Wisconsin Telephone Company

143
49

REEL 440 Image 341

Easement No. 4720

4417187

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, the CITY OF MILWAUKEE, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, hereinafter referred to as Grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY

its successors and assigns, hereinafter referred to as Grantee, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground, together with an electric pad-mounted transformer enclosure, concrete slab, transformer, secondary power pedestal and other necessary and usual appurtenant equipment, for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, in and under the easterly ten (10) feet of Lots Twelve (12) and Thirteen (13) and the easterly ten (10) feet of the northerly twenty (20) feet of Lot Eleven (11), BLOCK TWO HUNDRED TEN (210), MURRAYS ADDITION, being a subdivision of a part of the Southwest one-quarter (SW¹/₄) of the Southwest one-quarter (SW¹/₄) of Section Fifteen (15), Township Seven (7) North, Range Twenty-two (22) East, City of Milwaukee, Milwaukee County, Wisconsin.

The right, permission and authority is also granted said grantee to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantee agrees to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

It is understood that said underground facilities shall be removed and/or abandoned without cost to the City of Milwaukee and the easement rights contained herein terminated at such time as said underground facilities are no longer required on the above-described easement area.

It is understood that during the time said facilities are located on the premises of the grantor pursuant to this grant, Wisconsin Electric Power Company will indemnify and save the grantor, its successors and assigns harmless

4417187
REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 2:05 PM

on SEP 13 1968 in
Reel 440 Image 341 to 343

Melan Patten incl.
Register of Deeds

SEP 13 1968

Handwritten initials

from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation and the maintenance of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of grantor, its successors or assigns, employees, agents and invitees.

IN WITNESS WHEREOF, said CITY OF MILWAUKEE, pursuant to Resolution File No. 68-709 adopted by its Common Council on August 2, 1968, has caused these presents to be signed by its Mayor and _____ City Clerk and countersigned by its _____ City Comptroller and its corporate seal to be hereunto affixed this 14th day of August, 1968.

In Presence of:

Hildegard H. Colton
Hildegard H. Colton

May Wangard
May Wangard

CITY OF MILWAUKEE

By Henry W. Maier
Henry W. Maier Mayor

By Ray Markey
Ray Markey City Clerk

COUNTERSIGNED:

By John E. Kalupa
John E. Kalupa City Comptroller

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 9th day of August, 1968, Henry W. Maier, Mayor, of the above named municipal corporation, CITY OF MILWAUKEE, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer, as the deed of said municipal corporation, by its authority.



Hildegard H. Colton
Hildegard H. Colton
Notary Public, Milwaukee Co., Wis.

My commission expires Jan. 15, 1970

STATE OF WISCONSIN)
: SS
Milwaukee COUNTY)

Personally came before me this 14th day of August,
1968, Ray Markop, _____ City Clerk, of the
above named municipal corporation, CITY OF MILWAUKEE, to me known to be the person
who executed the foregoing instrument and to me known to be such _____ City
Clerk of said municipal corporation and acknowledged that he executed the foregoing
instrument as such officer, as the deed of said municipal corporation, by its
authority.

Alice H. Knapp
Alice H. Knapp
Notary Public, Milwaukee Co., Wis.
My commission expires 4-30-72



STATE OF WISCONSIN)
: SS
Milwaukee COUNTY)

Personally came before me this 14th day of August,
1968, John E. Kalupa, _____ City Comptroller,
of the above named municipal corporation, CITY OF MILWAUKEE, to me known to be the
person who executed the foregoing instrument and to me known to be such _____
City Comptroller of said municipal corporation, and acknowledged that he executed
the foregoing instrument as such officer, as the deed of said municipal corporation,
by its authority.

Patricia R. Hoyt
Patricia R. Hoyt
Notary Public Milwaukee Co., Wis.
My commission expires Jan. 18, 1970



APPROVED:

INITIALS	DATE
<u>RM</u>	<u>7-2-68</u>

I.D.O. TD-4607
W.O.

CHICAGO TITLE INSURANCE COMPANY



Construction Work and Tenants Affidavit

1. I am the Owner of the property (the Property) described in commitment number 1278035 issued by CHICAGO TITLE INSURANCE COMPANY

2. Construction work. (Check One Box)

- Repair or construction work HAS NOT been done on the Property in the past six months.
- Repair or construction work HAS been done on the Property in the past six months. The total dollar amount of the work is approximately \$ _____. All of the people who supplied labor or material are listed below. All lien waivers I collected from these people are stapled to this affidavit.

Type of Work	Contractor Name	Dollar Amount of Work	Date Work Completed

3. Tenants. The following tenants and renters occupy the Property. (Check One Box)

- There are NO tenants.
- There are tenants, but all have left the Property or WILL LEAVE as of closing.
- One or more tenants WILL STAY after this sale is closed. Their names are:

I give this affidavit to persuade CHICAGO TITLE INSURANCE COMPANY to issue its policy or policies of title insurance. I agree to indemnify CHICAGO TITLE INSURANCE COMPANY against loss caused by inaccuracies or omissions in the above information of which I am aware.

Dated this _____ day of _____, _____ (year).

OWNER

By: _____

Its: _____

Subscribed and sworn to before me this

_____ day of _____, _____ (year).

Notary Public, _____ County, Wisconsin

My commission (expires) (is permanent): _____



CHICAGO TITLE INSURANCE COMPANY

Affidavit as to Broker Lien Rights

The undersigned, being duly sworn, deposes and says:

That I am the owner or purchaser (the Owner) of property further described in commitment to insure number 001278035 (the Property) issued by Chicago Title Insurance Company (the Company), or partner, officer or member of the Owner with authority to make the representations below.

(Complete one)

No real estate broker is or will be entitled to a commission from Owner under a listing contract or buyer agency contract having to do with the purchase or sale of the Property, and there is no contract for the lease or management of the Property under which a commission is presently owed.

The following is an accurate and complete list of all real estate brokers who are or will be entitled to a commission from the undersigned Owner under a listing contract or buyer agency contract having to do with the purchase or sale of the Property, and/or with whom the Owner has a contract for the lease or management of the Property.

LISTING/BUYER BROKER

Name

Address

Telephone number

Amount of commission owed or to be owed:

LEASING/MANAGEMENT BROKER

Name

Address

Telephone number

Amount of commissions owed on this date:

Attached hereto is a waiver of lien rights from each broker listed above, or a copy of the closing statement showing that each broker will be paid at closing.

This affidavit is given to induce the Company to issue its policy or policies of title insurance. The undersigned indemnifies Chicago Title Insurance Company against any loss caused by the existence of any inaccuracies or omissions in the above information known to the undersigned and not disclosed to the Company, plus any cost of the enforcement of this indemnification.

Dated this _____ day of _____.

OWNER

By: _____

Its: _____

Subscribed and sworn to before me this

_____ day of _____, _____ (year).

Notary Public, _____ County, Wisconsin

My commission (expires) (is

permanent): _____

Your Ref: 1910 E. NORTH AVE/MURRAYS ADDN/MILWAUKEE

Order No: 1278035

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
20900 Swenson Drive, Suite 900
P. O. Box 987
Waukesha, Wisconsin 53187-0987
(262) 796-3800

CHICAGO TITLE INSURANCE COMPANY

By:



Raymond R. Quirk

President

Countersigned

By:



Michael Gravelle

Secretary

MICHAEL SIZEMORE

Authorized Signatory

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Conditions

Your Ref: 1910 E. NORTH AVE/MURRAYS ADDN/MILWAUKEE

Order No: 1278035

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Conditions



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: A LEGALLY QUALIFIED GRANTEE TO BE NAMED

ORIGINAL INVOICE: 05-17-11
INVOICE AS OF: 05-17-11
ORDER NUMBER: 1278035
ESCROW NUMBER:

0001172 -000

ELAINE MILLER
CITY OF MILWAUKEE/REDEVELOPMENT AUTH.
809 N. BROADWAY 2ND FLOOR
MILWAUKEE, WISCONSIN 53202

POLICY(S) APPLIED FOR:

ALTA OWNER'S POLICY (6/17/06) \$100,000.00

YOUR REFERENCE: 1910 E. NORTH AVE/MURRAYS ADDN/MILWAUKEE

CODE	DESCRIPTION	AMOUNT
OCR	OWNERS POLICY-C&I RESALE	470.00
ACR	EXTRA PARCELS EXAMS	200.00
	BALANCE DUE:	<hr/> \$670.00

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: 001278035



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: A LEGALLY QUALIFIED GRANTEE TO BE NAMED

ORIGINAL INVOICE: 05-17-11
INVOICE AS OF: 05-17-11
ORDER NUMBER: 1278035
ESCROW NUMBER:

0001172 -000

ELAINE MILLER
CITY OF MILWAUKEE/REDEVELOPMENT AUTH.
809 N. BROADWAY 2ND FLOOR
MILWAUKEE, WISCONSIN 53202

POLICY(S) APPLIED FOR:

ALTA OWNER'S POLICY (6/17/06) \$100,000.00

YOUR REFERENCE: 1910 E. NORTH AVE/MURRAYS ADDN/MILWAUKEE

CODE	DESCRIPTION	AMOUNT
OCR	OWNERS POLICY-C&I RESALE	470.00
ACR	EXTRA PARCELS EXAMS	200.00
	BALANCE DUE:	<hr/> \$670.00

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: 001278035