

**MEMORANDUM OF UNDERSTANDING
REAL ESTATE ACQUISITION**

This Memorandum of Understanding (this "MOU") is dated as of the 13 day of December, 2013, by and between MILWAUKEE COUNTY ("County") and the COMMUNITY DEVELOPMENT AUTHORITY of the City of Wauwatosa ("Authority"), both municipal corporations. Together these named entities constitute the "Parties" to this MOU.

WITNESSETH:

WHEREAS, the County and the Authority are Parties to that certain Intergovernmental Cooperation Agreement (the "Agreement") dated AUGUST 24, 2012 (*provided as attachment 'A'*), pursuant to which the Parties are to cooperate for the purpose of eliminating blighted and environmentally impaired real property located at 2578 Wauwatosa Avenue in the City of Wauwatosa, with tax identification numbers 331-0792-00 and 331-0793-00 ("Property"); and

WHEREAS, the Agreement permits the Authority to enter upon the Property to conduct environmental inspections and investigations, and audits of the Property to determine the nature and extent of the environmental pollution; and

WHEREAS, the Agreement also gives the authority the discretion to either accept legal possession and occupancy of the Property or cause the Agreement to be terminated by providing written notice to the County as to the Authority's intentions.

NOW THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is agreed as follows:

PROVISIONS:

1. The County shall continue the process to foreclose its tax liens against the Property pursuant to Section 75.521 of the Wis. Stats., and obtain title to the Property in fee simple absolute.
2. The Authority acknowledges and agrees it wants legal possession and occupancy of the Property.
3. The Agreement is renewed and the County waives the thirty (30) day notice requirement contained in Paragraph 7.b. of the Agreement.
4. All other terms and provisions of the Agreement shall remain in full force and effect.
5. In the event of any conflict between the terms and provisions of this MOU and the terms and provisions of the Agreement, the terms and provisions of this MOU shall govern, control and prevail.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date first set forth above.

County of Milwaukee

By: [Signature] Date: 12/20/17
Christopher Abele, Milwaukee County Executive

Attest: [Signature] Date: 12/17/2013
Joseph J. Czarnecki, Milwaukee County Clerk

Approved as to form and independent status:

By: [Signature] Date: 12/13/13
Corporation Counsel, Milwaukee County

Community Development Authority
City of Wauwatosa

By: [Signature] Date: 12/13/13
Name: Julie Tomma Kettko
Title: CDA Chairperson

Attest: [Signature] Date: 12/12/13
Name: Cathy Martens
Title: Municipal Clerk

Approved as to form and independent status:

By: [Signature] Date: 12/13/13
Alan Kesner, City Attorney, City of Wauwatosa