

OPTION TO PURCHASE AGREEMENT

Tax Keys # 7669989002, 7660010000

Oak Creek, Wisconsin

For and in consideration of the sum of One Dollar (\$1.00) (the "Option Fee") tendered herewith, Milwaukee County (the "County") does hereby grant unto MVAH Partners or its permitted assigns (the "MVAH" or "Developer") an exclusive Option to Purchase (the "Option" or "Contract") those vacant parcels of land located at Tax Keys #7669989002 and 7660010000 in the City of Oak Creek, WI (the "Land") and more particularly described in Exhibit A attached hereto, on the following terms and conditions:

1. **Purpose.** This Option is granted for the purpose of granting the right to Developer to acquire the Property (as defined below) and assemble with adjacent parcels in order to construct improvements for an affordable housing development (the "Project"). MVAH owns or has contracted to purchase the adjacent parcels of 7266 S. Howell Ave (Tax Key #7660014000) and 7328 S. Howell Ave (Tax Key #7660015000) on which the Project will be built.
2. **Acceptance Date and Deposit of Option Fee.** The "Acceptance Date" shall be the date on which both County and Developer execute and deliver this Option. The County shall not deposit the Option Fee tendered by Developer until the County executes and delivers this Option to Developer.
3. **Agreement to Sell and Purchase.** If Developer exercises this Option, County shall sell to Developer and Developer shall buy from County in a real estate transaction (the "Conveyance"), the Land along with all of the following (collectively, the "Property"):
 - a. All rights and appurtenances pertaining to the Land, including, without limitation, any and all right, title, and interest of County in and to adjacent roads, alleys, streets and ways, and any easements or other rights appurtenant to the Land;
 - b. Any governmental permits, approvals and licenses owned or held by County in connection with the Land, and the right to the use thereof, all to the extent the same are assignable.
4. **Purchase Price.** If the Option is exercised, the purchase price shall be One Dollar (\$1.00) payable by certified check or wire transfer (the "Purchase Price") at time of closing, subject to customary deductions and pro-rations in a commercial real estate transaction in Oak Creek, Wisconsin, including those discussed below. At Closing (as defined below), the Option Fee shall be applied to the Purchase Price, and will be reflected as a closing statement credit to the Developer.

5. **County's Deliveries.**

- a. **Due Diligence Materials.** Within thirty (30) days from the Acceptance Date, the County shall make available to Developer copies of the following documents to the extent they are in the County's possession and control (all such documents being referred to as the "Due Diligence Materials"):
- (i) All tests, inspections, evaluations and/or reports relating to the Property, including but not limited to, environmental, topographical and geological studies and reports.
 - (ii) All notices, orders or other communications by or between County and any federal, state, municipal, local, or governmental agency regarding the Property.
 - (iii) Any and all other documents, reports or similar items related to the Property.

If at any time prior to Closing any additional Due Diligence Materials come into County's possession or control, or otherwise become reasonably obtainable by County or its agents, County shall deliver same to Developer. All documents required to be provided under the foregoing provisions shall hereinafter be referred to as the "Additional Due Diligence Materials." If Developer comes into possession of any Additional Due Diligence Materials, of which the County was aware, but did not deliver to Developer, after Developer has exercised its Option hereunder, Developer may, in its discretion, cancel the transaction prior to Closing and the Option Fee and Renewal Fees, if any, (as defined below) shall be returned to the Developer.

- b. **Title Commitment.** After the Acceptance Date, County shall diligently seek to obtain a title insurance commitment showing title to the Property as of a date that is no more than fifteen (15) days before the delivery of such title commitment (the "Title Commitment"). The Title Commitment shall be subject only to those liens which will be paid out of the proceeds of Closing (as defined herein). The Title Commitment shall be issued by an insurer licensed to write title insurance in Wisconsin that has been approved by Developer. Developer shall pay all costs associated with the Title Commitment.

6. **Term.** This Option shall commence immediately upon the Acceptance Date and, unless terminated earlier pursuant to terms elsewhere in the Option, shall continue in effect for twelve (12) months (the "Option Period"). Unless otherwise specified in this Option, the Option Fee is nonrefundable, unless written notice of Developer's intent not to exercise is received by County during the first six (6) months of the Option Period.

7. **Manner of Exercise.** The Developer shall exercise this Option by delivering a written statement to the Milwaukee County Parks Director on or before the end of the Option Period.
8. **Closing.** Provided that all of the conditions for closing hereunder have been satisfied, the closing (the “Closing”) shall occur within thirty (30) days from the date of the delivery of the Developer’s written statement to exercise the Option (the “Closing Date”), unless another date is agreed to by the parties in writing. The transaction shall be closed at the place in Milwaukee County, Wisconsin, designated by County or in escrow through a title company. At Closing, the closing statement shall include customary deductions and pro-rations in a commercial real estate transaction in Oak Creek, Wisconsin, including credit applied to the Purchase Price for the Option Fee paid by the Developer. Occupancy of the Property shall be given to Developer at the time of Closing. At any time after exercising this Option but before Closing, Developer shall have the right to inspect the Property at reasonable times upon reasonable notice to determine if there has been a significant change in the condition of the Property. If Developer reasonably determines there has been a significant change in the condition of the Property, Developer may, in its discretion, terminate this Option and negate the exercise of the Option, in which event the Option Fee and Renewal Fee(s), if any, shall be returned to Developer.
9. **Due Diligence Review.**
 - a. Prior to the end of the Option Period but before exercising the Option, Developer and/or Developer’s agents and representatives shall have the right to:
 - (i). Conduct any soil, environmental or other assessment of the Property that the Developer deems necessary including, without limitation, any geotechnical investigation, a Phase I and/or Phase II environmental assessment, or any procurement and testing of soil, groundwater, indoor air, or any other material located on the Property (collectively together the “Soil/Environmental Assessments”). Developer shall pay all costs associated with the Soil/Environmental Assessments and, should Developer not exercise the Option, promptly restore any portions of the Property damaged by such tests (i.e., soil borings) to substantially the same condition as existing just prior to such Soil/Environmental Assessment. Developer shall, and shall request that its agents, representatives, and independent contractors, perform such work in a manner that does not unreasonably cause disturbance to the Property.
 - (ii). Conduct any other test, inspection or review of the Property (or any information related to the Property) or seek to obtain any financing, approvals, or other information relating to the Project, including, but not limited to, (i) reviewing the Due Diligence Materials and (ii) reviewing or seeking to obtain any permit, notice, approval, variance, review or other matter relating to any federal, state, municipal, local or governmental

agency involving the Property or the Project (collectively, the “Due Diligence Review”).

- b. County hereby grants to Developer and Developer’s agents permission to enter onto and/or into the Property at reasonable times upon reasonable notice to conduct the activities set forth in this Section 9. County shall also cooperate with Developer with respect to Developer’s activities set forth in this Section 9. Notwithstanding the provisions of this Section 9, before engaging in any Soil/Environmental Assessment or Due Diligence Review requiring the installation of soil borings on the Property, Developer shall submit its contractor’s proposed work plan to the Milwaukee County Parks Director for approval as to the location of the proposed borings. Milwaukee County shall require the Developer, Developer’s agents, and any contractor to enter into a Right of Entry Permit and to produce a certificate of insurance complying with the requirements set forth in Exhibit B attached hereto.

10. **Closing Deliveries.**

- a. **Developer’s Deliveries.** At Closing, or as otherwise provided herein, Developer shall deliver the following:
 - (i) The Purchase Price (subject to credit(s) for the Option Fee paid by the Developer).
 - (ii) Three (3) executed versions of the Development Agreement. A draft of the Development Agreement shall be provided to Developer within one (1) month of the Acceptance Date of this Option, and County and Developer shall negotiate in good faith to finalize it within two (2) months from the Acceptance Date of this Option.
 - (iii) A Deed Restriction for Public Access and Use in a form acceptable to the County.
 - (iv) A Conservation Easement or restriction against building in favor of the County for the protection of habitat, wetlands, and other environmental features on the Land in a form acceptable to the County.
- b. **County Deliveries.** At Closing, County shall:
 - (i) Deliver a Warranty Deed in recordable form warranting that title to the Property is free and clear of all liens and encumbrances except any of the following items identified in the Title Commitment to which Developer has not objected: any municipal and zoning ordinances and recorded agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and the general taxes levied in the year of closing.

- (ii) Complete and execute the documents necessary to record the Conveyance at County's cost, including the payment of the Wisconsin Real Estate Transfer fee, if any.
- (iii) Deliver an owner's policy of title insurance (from the same insurer issuing the Title Commitment) in the amount of the purchase price on a current ALTA form (the "Title Policy"). The Title Policy shall be the evidence of the County's title. The Title Policy shall be subject only to those items shown in the Title Commitment which Developer has expressly accepted.
- (iv) Any other documents customarily associated with the sale of commercial real estate in Oak Creek, Wisconsin.

c. **Additional Closing Terms.**

- (i) **Restrictions on Assignment.** This Option shall not be assigned by Developer without the written consent of the Milwaukee County Parks Director, other than to an entity in which Developer or its principals has an ownership interest and controlling managerial authority. Any assignment of the Option by Developer in violation of this Section shall result in termination of the Option by County and retention of the entire Option Fee by County as liquidated damages.
- (ii) **Real Estate Taxes.** General real estate taxes and private and municipal charges, if any, shall be paid by Developer at Closing.

d. **The Development Agreement.** The "Development Agreement" shall define the Developer's development obligations on the Project. The Development Agreement shall incorporate at least the following provisions:

- (i) If Developer does not commence construction of the Project, defined as commencement of site improvements consistent with an affordable housing development on or before January 1, 2020, County shall have the right to compel Developer to reconvey the Property to County, on ten (10) days written notice, in exchange for payment to Developer of the Purchase Price.
- (ii) If Developer, having commenced construction, does not substantially complete construction of the Project, as identified in Exhibit C, within eighteen (18) months from the commencement of construction, or such longer period of time as may be needed to complete construction if Developer is diligently pursuing construction, County shall have the right to compel Developer to reconvey the Property to County, on ten (10) days written notice of the eighteenth (18) month anniversary from the commencement of construction, in exchange for payment to Developer of 85% of the Purchase Price, plus the sum of Developer's certified construction costs expended for improvement of the Property.

(iii) Because the Developer has submitted Concept Plans attached as Exhibit C, thirty (30) days prior to commencing construction of the Project, Developer shall submit schematic design plans, including detailed landscape plans (“Schematic Design Plans”), and, before commencement of construction, evidence of adequate financing for the Project. Schematic Design Plans should be generally consistent with the Concept Plans. Any Material Alteration contained in the Schematic Design Plans, compared to the Concept Plans, shall require the written approval of the Milwaukee County Parks Director. As used herein Material Alteration includes:

(a) More than a 25% variation in square footage of the proposed Project.

(b) Any use of the Land for uses other than those consistent with an affordable housing development.

Material Alteration does not include:

(c) An alteration required by any municipality or other governmental agency or otherwise required by law.

(d) An alteration required due to shortages or unavailability of materials (though substitute must be of comparable quality).

(e) An alteration regarding phasing.

(iv) After execution, a Memorandum of the Development Agreement may be recorded with the Register of Deeds.

11. **County’s Warranties and Representations.** County hereby makes the following warranties and representations with respect to the Property:

a. County has not received, and to the best of County’s current and actual knowledge, County has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. County has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.

b. County is not a party to any agreement, contract or commitment to sell, convey, lease, assign, transfer, provide option rights, provide rights of first refusal, or otherwise give any third party any rights to use or occupy all or any part of the Property.

c. There are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and, to the best of County’s

current and actual knowledge, County is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.

- d. County is not aware of any outstanding permits, certificates, licenses or other similar approvals or authorizations that are required (but have not been obtained) for the transfer of all or any part of the Property under any federal, state or local law, ordinance, rule or regulation, or by any governmental or quasi-governmental agency having jurisdiction over the Property.
- e. County has no actual knowledge of any existing law, ordinance, governmental requirement or restriction that would prevent or limit the Project or the Property.
- f. There are no claims, actions, litigation, proceedings, inquiries, disputes, rulings, judgments, or orders that are (i) attached or pending against or relating to the Property or the transaction contemplated herein; or (ii) attached or pending that could affect the Property or the transaction contemplated herein.
- g. There are no attachments, executions, assignments for the benefit of creditors, receiverships, or voluntary or involuntary proceedings in bankruptcy, or pursuant to any other debtor relief laws which have been (i) filed by County; (ii) contemplated by County; (iii) to the best of County's current and actual knowledge, threatened against County; or (iv) which are currently pending against County in any judicial or administrative proceeding.
- h. Except as specified in Exhibit D, to the best of County's current and actual knowledge, (i) County has no knowledge of any Hazardous Material (as defined below) being or having been transported to or from, or generated, released, stored, or disposed of on or under the Property; (ii) County has no knowledge that the Property or any part of any Improvements and equipment thereon contains any asbestos or polychlorinated biphenyls; (iii) County has not received any notice of any action or proceeding relating to any Hazardous Material or notice of any release or threatened release thereof on or under the Property or any notice contrary to (i) and (ii) above; and (iv) County has no knowledge of any underground tanks on the Property.

For purposes of this Option, "Hazardous Material" means, without limitation, any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" (including toxic mold) or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural

resources. For purposes of this sub-paragraph, laws and regulations shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001, et seq.; A.R.S. §§ 49-201(16), 49-901(3), and 49-921(5); and in the regulations adopted pursuant to such laws; and any substance or material which has been determined by a state, federal or local governmental authority with jurisdiction over the Property to be capable of posing a risk of injury to health or safety.

- i. No brokerage fee, commission or finder's fee of any type is due any person by County in connection with the transaction contemplated by this Option.

All such warranties and representations of County, together with any others made hereunder, shall be reaffirmed to be true and correct as of the Closing Date to the same extent as the date of this Option. If any of the foregoing warranties and representations becomes untrue in any respect after the execution of this Option and is not cured by County (at no cost to Developer) on or before Closing, then Developer may elect to terminate this Option, in which event the Option Fee and Renewal Fees, if any, shall be returned to Developer.

12. **Property Condition.**

- a. Except as otherwise provided herein, County shall convey the Property in its "AS IS" physical condition with all faults and defects, known or unknown, including but not limited to environmental defects, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure, except as otherwise provided herein.
- b. County discloses that the Property may contain old building foundations, building materials and other debris. Without changing the "AS-IS" nature of this transaction, Developer is aware that the Property is or may be affected by adverse geotechnical conditions due to the presence of these materials or due to the bearing capacity of the soil. County has conducted no geotechnical investigation of the Property and assumes no liability for any subsurface conditions. Developer is encouraged to undertake a geotechnical investigation and other due diligence reviews that it deems necessary upon execution of this Option by both parties.
- c. If Developer exercises this Option, it shall release County from, and shall indemnify, hold harmless, and defend County from and against any and all

liabilities, claims, penalties, forfeitures, and suits, and all reasonable costs and expenses, including the costs of defense, settlement, and reasonable attorney's fees and/or any other environmental damages related to, or arising out of, soil, subsoil and environmental conditions arising out of, or in any way connected with the presence of any Hazardous Material on, in, or under the Property, including but not limited to, liability arising out of or in any way connected with the investigation, monitoring or cleanup under any federal, state or local law or regulation or ordinance of any Hazardous Material on, in or under the Property, and including but not limited to the transportation, storage and disposal of such Hazardous Materials.

- d. If Developer exercises this Option, it shall be solely responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Property or surrounding areas by the Developer, its employees, contractors, agents or guests, and Hazardous Materials whose presence pre-exists the inception of Developer's possession, located in and on the Property, regardless of whether they are discovered or disturbed as a result of Developer's construction activities on, at or near the Property. Developer shall indemnify, defend and hold County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) related to, or arising out of, such Developer's obligations, or failure to perform such obligations described above, and any claim, action or damages asserted against the County by any party or governmental agency related to, or arising out of any Hazardous Material at, in, under, or migrating to or from the Property.
 - e. County shall not provide an updated survey of the Property.
13. **ADA Compliance.** Developer agrees that the Project will comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.
14. **County Rights of Access and Audit.** The Developer or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Developer, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Developer or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

15. **Time is of the Essence.** It is understood that time is of the essence as to the provisions of this Option.

16. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by overnight commercial courier and addressed:

To the County: Milwaukee County Parks
Executive Director
9480 W. Watertown Plank Rd.
Wauwatosa, WI 53226

With a copy to: Milwaukee County Corporation Counsel
901 North 9th Street, Room 303
Milwaukee, WI 53233

To the Developer:

With a copy to:

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt (in the case of personal delivery) or on the date of their deposit (in the case of deposit with overnight commercial courier).

17. **Default.** A material failure to perform any obligation relating to the purchase or sale of the Property after Developer's exercise of this Option shall be a default which may subject the defaulting party to liability for damages or other legal remedies. If Developer defaults on the terms of the purchase of the Property after Developer's exercise of this Option, County may sue for specific performance and request the Option Fee as partial payment of the purchase price, or terminate this Option and sue for actual damages. In addition, either party may seek any other remedies available in law or equity.

18. **Authority.** County has the authority to enter into this Option, pursuant to Milwaukee County Resolution # _____ set forth in Exhibit E.

19. **Special Conditions.**

- a. **Public Access and Use.** The Conveyance shall be subject to a deed restriction requiring that one hundred percent (100%) of the Property shall be permanently

restricted to uses consistent with a public park. This restriction shall be a permanent covenant that runs with the land, and could only be released by mutual consent of the parties set forth in the deed restriction.

- b. **Force Majeure Delay.** If any party is delayed or prevented from the performance of any act required by this Option by reason of either fire, earthquake, war, flood, riot, strikes, labor disputes, judicial orders, public emergency or regulations, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.
- c. **Distribution.** County and Developer agree that Developer (or its agents) may distribute copies of this Option to any potential lenders, investors or other persons interested in the Project, and to any appraisers, title insurance companies and other settlement service providers connected to the transaction contemplated herein or the Project.
- d. **Dates and Deadlines.** Deadlines expressed as a number of “days” from an event, such as the calculation of the Option Period of the Closing Date, shall be calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- e. **Counterparts.** The Option may be executed in two (2) counterparts, each of which shall constitute one and the same instrument. The parties agree that a signature affixed to any counterpart of this Option and delivered by facsimile or email shall be valid, binding and enforceable against such party.
- f. **Further Assurance.** Each of the parties hereto hereby agrees to execute and deliver such documents and to take such other actions at any time and from time to time hereafter as may be reasonably requested by the other party hereto to carry out the provisions or purposes of this Option.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Developer, has signed and sealed this Option this _____ day of _____, 2019.

DEVELOPER

By: _____

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2019,
_____, to me known to be the persons who executed the above and
foregoing Option.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Notary Public
_____ County,

My Commission _____

IN WITNESS WHEREOF, Milwaukee County, has caused this Option to be duly executed in its name and on its behalf by the Milwaukee County Executive.

MILWAUKEE COUNTY

By: _____
Chris Abele, County Executive

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2019,
_____, to me known to be the persons who executed the above and
foregoing Option.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Notary Public
_____ County,

My Commission _____

Exhibit A

Legal Description

[To be inserted]

Exhibit B

Insurance Requirements -Right of Entry

A Certificate of Insurance, naming Milwaukee County as an additional insured, must be sent for inspection and approval prior to commencement of the proposed activity to the Director, Milwaukee County Parks by email to guy.smith@milwaukeecountywi.gov, evidencing the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the issuance of a right of entry permit.

The insurance requirements are subject to periodic review and reasonable adjustment by the County Risk Manager.

Indemnification Provision (to be inserted in the general construction contract)

To the fullest extent permitted by law, contractor agrees to defend, indemnify, and hold harmless Milwaukee County, its officers, agents and employees from and against all third party claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against County on account of injury or death of any person or persons or damage to any property occurring directly or indirectly from

the negligence or willful misconduct, of contractor or its employees, agents or servants during the course of construction of the Project. Contractor's obligation to indemnify contained herein shall survive the substantial completion of the work for a period of one hundred eighty (180) days. In no event shall this indemnification cover punitive or consequential damages. Milwaukee County shall be named as an additional insured in the general construction contract.

Exhibit C

Concept Design Plans

Exhibit D

Hazardous Materials Reports

Exhibit E

Milwaukee County Resolution #_____