

Knight Barry Title, Inc.
201 E. Pittsburgh Avenue, Suite 200
Milwaukee, WI 53204
(414)727-4545
Fax: (414)755-7186

Completed on: 10/09/2024 11:02 AM
Last Revised on: 04/24/25 07:46 AM
Printed on: 04/24/2025 07:46 AM
Title Contact: Kelly Deerr (kelly@knightbarry.com)
Closing Contact: Nicole Lockett (nlockett@knightbarry.com)

COMMITMENT DATE

October 3, 2024 at 08:00 AM

1. POLICY TO BE ISSUED

ALTA OWNERS POLICY (07/01/21)

Proposed Amount of Insurance:
(the purchase price)

\$0.00

Proposed Insured:
(the buyer)

A Legally Qualified Grantee to be Named

**2. TITLE TO THE FEE SIMPLE ESTATE
OR INTEREST IN THE LAND IS AT THE
COMMITMENT DATE VESTED IN**
(the owner)

Redevelopment Authority of the City of Milwaukee

**3. THE LAND IS DESCRIBED AS
FOLLOWS**
(the legal description)

Lot 3 of [Certified Survey Map No. 8629](#) recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 10, 2014 as Document No. 10402434, being a redivision of Lot 3 of [Certified Survey Map No. 8363](#) and a portion of vacated N 31st Street in the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4, in Section 12, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin.

For informational purposes only:

Property Address: 3025 West Hopkins Street, Milwaukee, WI 53216

Tax Key Number: 2690453000

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All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You ("You") requested that we ("Company") provide You a search of certain public records (the "Search"). The Company performed the Search, the results of which are set forth in this document in the form of a preliminary informational only commitment with a \$0.00 Policy Amount. The Company shall not be liable for any claim arising out of, or in connection with, the Company's performance of the Search. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to You with respect to the accuracy of the Search. If this preliminary informational only commitment is going to be used by You as the basis of issuance of a title insurance commitment/policy, You do so at your own risk. In order to obtain information from the Company which will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. The Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. NOTE: Please be advised that our search did not disclose any open mortgages or liens of record. If you should have knowledge of any outstanding lien or obligation, please immediately contact the Title Contact listed on this Commitment for further review prior to closing.

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Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of the Policy.
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.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2024 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2024 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2024 and subsequent years."
10. Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.
11. Provisions for taxes or assessments as contained in BID #37 - 30th Street Industrial Corridor.

This page is only a part of the 2021 ALTA Commitment for Title Insurance underwritten by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy and the Commitment Conditions (located at <https://www.knightbarry.com/cover/fa/21>); Schedule A; Schedule B, Part 1 Requirements; and Schedule B, Part 2 Exceptions. *All italicized words in this Commitment are for informational purposes only and for the convenience of the reader and are not part of the ALTA Commitment form.*

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12. Provisions for taxes or assessments as contained in TID #74 - N 35th & Capitol Drive.
13. Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
14. Easements, if any, of the public or any utility, municipality or person, as provided in Section 66.1005 of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements, or services in that portion of the Land which were formerly part of an alley and/or street and which are now vacated.
15. Rights and easements (if any) in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon or appurtenant to the Land.
16. Rights, if any, with respect to the maintenance and use of sewers, utility pipes, cables or conduits which may be installed under the surface of the Land.
17. Groundwater Use Restriction and other matters contained in the instrument recorded September 26, 2000 as Document No. [7966446](#).

Affidavit of Land Use Restrictions and Notice recorded June 5, 2020 as Document No. [10985048](#).

Affidavit of Land Use Restrictions and Notice recorded July 2, 2020 as Document No. [10994278](#).
18. Notice of Contamination to Property and other matters contained in the instrument recorded September 26, 2000 as Document No. [7966447](#).

Affidavit of Land Use Restrictions and Notice recorded June 5, 2020 as Document No. [10985048](#).

Affidavit of Land Use Restrictions and Notice recorded July 2, 2020 as Document No. [10994278](#).
19. Notice of Contamination to Property and other matters contained in the instrument recorded May 18, 2001 as Document No. [8067982](#).

Affidavit of Land Use Restrictions and Notice recorded June 5, 2020 as Document No. [10985045](#).

Affidavit of Land Use Restrictions and Notice recorded July 2, 2020 as Document No. [10994279](#).
20. Redevelopment Plan - West Capitol Drive and North 35th Street "Century City" Project Area and other matters contained in the instrument recorded December 9, 2005 as Document No. [9145406](#).

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21. Easements, restrictions and other matters shown on Certified Survey Map No. 8363 recorded June 27, 2011 as Document No. [10009389](#).
Affidavit of Correction recorded October 10, 2014 as Document No. [10402433](#).
22. Certified Resolution for Public Way Vacation and other matters contained in the instrument recorded August 14, 2014 as Document No. [10385789](#).
23. Easements, restrictions and other matters shown on Certified Survey Map No. 8629 recorded October 10, 2014 as Document No. [10402434](#).
24. Partial Assignment of Option and other matters contained in the instrument recorded July 30, 2015 as Document No. [10484958](#).
25. Covenant of Purpose and Use and other matters contained in the instrument recorded February 28, 2018 as Document No. [10542792](#).
26. Drainage Easement and other matters contained in the instrument recorded March 10, 2016 as Document No. [10546168](#).
27. Access Drive and Fence Easement and other matters contained in the instrument recorded August 24, 2016 as Document No. [10595884](#).
28. Certified Copy of City Map Change and other matters contained in the instrument recorded October 20, 2016 as Document No. [10615149](#).
29. Drainage Easement and other matters contained in the instrument recorded April 26, 2017 as Document No. [10668486](#).
30. Deed Restriction and other matters contained in the instrument recorded March 26, 2018 as Document No. [10761920](#).
Affidavit of Land Use Restrictions and Notice recorded June 5, 2020 as Document No. [10985047](#).
Affidavit of Land Use Restrictions and Notice recorded July 2, 2020 as Document No. [10994277](#).
31. Easement and other matters contained in the instrument recorded February 16, 2021 as Document No. [11079476](#).
32. TALGO Lease Agreement entered into by and between and other matters contained in the instrument dated April 1, 2022 and recorded October 4, 2022 as Document No. [11289006](#).

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33. Judgments and/or liens, if any, docketed or filed against the prospective owner of Land. Further report will be made as to such judgments and liens when the Company is advised as to the name of the prospective owner.
34. Possible homestead and marital property rights of the spouse of the Insured if the proposed deed is to run to a married individual.
35. Taxes, general or special, which may be due and owing or delinquent; and all charges which are liens on or affect the Land, including but not limited to deferred charges, water and sewer use charges, fees and building inspection department charges. At the present time, the Company is unable to search any tax records for the City of Milwaukee because access to the City's internet tax website is not available.

NOTE: This exception will be removed or amended once access to the website is again made available.

36. IF THE IMPROVEMENTS ON THE LAND HAVE BEEN VACANT FOR 30 DAYS OR MORE, THEN this Commitment does not insure against charges imposed by the City of Milwaukee Department of Neighborhood Services (DNS) Vacant Building Code Registration and Maintenance program. This exception will be removed upon receipt of satisfactory proof that the Land has been occupied at all times during the current calendar year; or that the Land is exempt from compliance; or that the Land is or was properly registered with all fees paid during any period of vacancy and that all maintenance requirements were complied with during such period. For more information, please go to the City's website here: <http://city.milwaukee.gov/home> or call the DNS at 414-286-2268.

FOOTNOTES

THIS IS FOR INFORMATIONAL PURPOSES ONLY; NOTHING NOTED IN THIS SECTION WILL APPEAR ON THE POLICY.

a. A copy of the vesting deed recorded as Document No. [9827162](#) is included for reference.

b. CITY OF MILWAUKEE DEPARTMENT OF NEIGHBORHOOD SERVICES (DNS) - PROPERTY REGISTRATION: Please be aware that the City of Milwaukee may impose upon the owner of the Land a requirement to submit property registration form(s) and pay fee(s) within 15 days of the date of the conveyance. For more information regarding the property registration process and to identify if the Land must be registered, please go to the City of Milwaukee website here: <http://city.milwaukee.gov> and search for the DNS Property Registration Program, or review Milwaukee City Ordinance 200-51.5 Property Registration or call the DNS at 414-286-2268.