

Investment Property

For Sale

11927 W. Silver Spring Drive — Milwaukee, WI



Property Features

Size:	+/- 15,000 SF
Office:	+/- 4,608 SF
Warehouse:	+/- 10,302 SF
Occupied:	100%
Construction:	Masonry
Built:	1986
Zoning:	ID-40 (Industrial District, Milwaukee)
Parking:	20 Spaces
Ceiling Height:	+/- 16'
Lighting:	Recessed fluorescent
Dock Doors:	Four(4); 10' x 10'
Drive-Ins:	One (1); 10' x 14'
HVAC:	Gas fired heating and A/C

Tax Information

Tax Key#:	1820311000
Taxes 2009:	\$26,409.83

Sale Price \$1,425,000.00

Comments

Multi-use facility with redevelopment potential

For Information:

Steve Anderson

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Nicole Hohnstein

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- **Single-user facility**
- **Income of \$99,750 annually**
- **Easy access to US41/45 via Silver Spring Drive**
- **2.124 acre site with potential outside storage**

NAI MLG Commercial

Commercial Real Estate Services Worldwide.

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Brookfield, WI 53005

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The Leader In Commercial Real Estate.

Information shown herein was provided by the Seller/Lessor and/or other third parties and has not been verified by the broker unless otherwise indicated.

WISCONSIN REALTORS® ASSOCIATION

4801 Forest Run Road
Madison, Wisconsin 53704

BROKER DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the
6 following duties:

- 7 The duty to provide brokerage services to you fairly and honestly.
- 8 The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
10 disclosure of the information is prohibited by law.
- 11 The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
12 prohibited by law (**See Lines 55-63**).
- 13 The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
14 confidential information of other parties (**See Lines 22-39**).
- 15 The duty to safeguard trust funds and other property the broker holds.
- 16 The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.
20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (**SEE LINES 55-63**).
 - 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
- 32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
33 THAT INFORMATION BELOW (**SEE LINES 35-36**). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:**

36 _____

37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): _____

38 _____

39 (INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
43 withdraw this consent in writing.

44 **List Home/Cell Numbers:**

45 _____

45 **SEX OFFENDER REGISTRY**

46 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the

47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 877-234-0085.

48 BY INITIALING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND

49 THAT _____ and _____ are working

50 Sales Associate ▲ Firm Name ▲

51 as: (Owner's Listing Broker's Agent) (Buyer's/Tenant's Agent or Buyer's Broker's Agent) **STRIKE ONE**.

52 **INITIALING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.**

53 _____

54 Initials ▲ Date ▲ Print Name (optional) ▲ Initials ▲ Date ▲ Print Name (optional) ▲

55 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

56 Copyright 2006 by Wisconsin REALTORS® Association Drafted by Attorney Richard J. Staff

57 NAI MLG Commercial 13400 Bishop's Ln Ste 100, Brookfield WI 53005-6237 Phone (262) 797-9400 Fax (262) 797-8940

55 **DEFINITION OF MATERIAL ADVERSE FACTS**

56 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that
57 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect
58 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision
59 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence
60 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce
61 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
62 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or
63 agreement made concerning the transaction.

CONFIDENTIALITY AGREEMENT

M & J's No. 1 LLC, Hickory Investments LLC, and JY & HM LLC (the "Owner") understands that the undersigned (the "Prospective Buyer") is interested in pursuing the acquisition of that certain property located at 11927 W. Silver Spring Road, Milwaukee, Wisconsin (the "Property") from Owner. To assist Prospective Buyer in Prospective Buyer's evaluation of the potential acquisition of the Property, Owner will provide Prospective Buyer with certain oral and written information concerning the Property. As a condition of Owner furnishing Prospective Buyer with such information, Prospective Buyer agrees as follows:

Prospective Buyer will treat confidentially all Evaluation Material (as defined herein) which Owner, its affiliates, partners, lenders, employees, agents, attorneys, accountants, advisors or references (collectively the "Representatives") may provide to Prospective Buyer. The term "Evaluation Material" shall include, but shall not be limited to, materials and documents of an operational, economic, marketing, financial or technical nature, analyses, compilations, studies or other documents prepared by Prospective Buyer or Prospective Buyer's Representatives containing, or based in whole or in part on, any information furnished by Owner whether before or after the date of this Agreement.

Prospective Buyer acknowledges and agrees that the Evaluation Material is a valuable asset of Owner, has competitive value, and is of a confidential nature and to be used solely for the purposes of evaluating the Property for acquisition. Prospective Buyer agrees that the Evaluation Material will be kept confidential by the Prospective Buyer and the Prospective Buyer's Representatives and shall not be disclosed for purposes other than evaluating the Property without the prior written consent of Owner. Moreover, Prospective Buyer further agrees to transmit Evaluation Material only to those of the Prospective Buyer's Representatives who need such information for the purpose of evaluating the Property and who shall (i) be advised by Prospective Buyer of this letter agreement (the "Agreement") and (ii) agree with Prospective Buyer to be bound by the provisions hereto. Prospective Buyer shall be responsible for any breach of this Agreement by its Representatives.

In the event Prospective Buyer elects not to pursue the purchase of the Property, or upon Owner's written request, Prospective Buyer will promptly return to Owner the Evaluation Material and all copies thereof without retaining any copies.

The term Evaluation Material does not include information which (i) becomes generally available to the public other than as a result of disclosure by Prospective Buyer or its Representatives, (ii) was available to Prospective Buyer on a non-confidential basis prior to its disclosure to Prospective Buyer by Owner or Owner's Representatives, or (iii) becomes available to Prospective Buyer on a non-confidential basis from a source other than Owner or Owner's Representatives; provided, however, that such source is not bound by a confidentiality agreement with Owner or Owner's Representatives.

If Prospective Buyer is requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to discuss any of the Evaluation Material, Prospective Buyer will notify Owner promptly so that Owner may seek any appropriate protective order and/or take any other action. In the event that such protective order is not obtained, or that Owner waives compliance with the provisions hereof, (a) Prospective Buyer may disclose to any tribunal or other person only that portion of the Evaluation Material which Prospective Buyer is advised by legal counsel is legally required to be disclosed and shall use its reasonable best efforts to obtain assurance that confidential treatment will be accorded such Material, and (b) Prospective Buyer shall not be liable for such disclosure unless such disclosure to such tribunal or other person was caused by, or resulted from, a previous disclosure by Prospective Buyer not permitted by this Agreement.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by Prospective Buyer, and that Owner shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement by Prospective Buyer, but shall be in addition to all other remedies available at law or in equity to Owner. It is further understood that no failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

that it believes to be accurate, Owner does not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Prospective Buyer agrees that neither Owner nor Owner's Representatives shall have any liability to Prospective Buyer or any of Prospective Buyer's Representatives under this Agreement for any cause whatsoever.

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and may not be changed, waived or terminated orally and shall be binding upon the parties and their successors and assigns.

Prospective Buyer confirms the understanding that any agreement between Prospective Buyer and Owner concerning the Property will exist only when such agreement is in writing and duly executed by the parties thereof and that the Property may be withdrawn from the market by Owner at any time and for any reason prior to such a written agreement.

As required by law, Prospective Buyer is hereby advised that: (1) Steve Anderson is a member of Owner; (2) Mr. Anderson is a licensed real estate sales person in the State of Wisconsin; (3) Mr. Anderson is also a Principal in MLG Commercial, LLC ("MLG"), a real estate brokerage firm that holds Mr. Anderson's real estate license; (4) MLG is or may be acting solely as an agent of Owner and may receive a commission in connection with the sale or lease of the Property, (5) MLG is not related to or affiliated with Owner other than acting as its agent in this transaction and will receive no economic benefit or compensation from Owner other than a commission; and (6) Prospective Buyer is acquiring Owner's property for the purpose of development, investment or resale.

Agreed to and accepted by:

Prospective Buyer

By:

Name

Title

Date

Address:

Phone:

Fax:

Email: