

## OFFER TO PURCHASE

This Offer to Purchase Real Property (“Offer”) is made by **Richard and LaJean Hoffman** (collectively, the “Buyer”), to the **City of Madison**, a Wisconsin municipal corporation (the “Seller”).

### WITNESSETH:

WHEREAS, the Seller is the owner of certain real property located at 4230 Milford Road, Madison, Wisconsin, more particularly described and depicted on Exhibit A which is attached and made a part of this Offer (the “Property”); and

WHEREAS, the Buyer hereby offers to purchase the Property under the terms and conditions hereinafter set forth.

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RETURN TO: City of Madison  
EDD – Office of Real Estate Services  
P.O. Box 2983  
Madison, WI 53701-2983

Tax Parcel No.:0709-324-2416-5

NOW, THEREFORE, the Buyer makes the following offer:

1. Description. The Buyer agrees to purchase from the Seller and the Seller agrees to sell to the Buyer the Property.
2. Purchase Price. The total purchase price of the Seller’s interest in the Property shall be \$1.00, payable in cash at closing, subject to the adjustments and prorations herein provided.
3. Title Insurance. The Seller shall provide to the Buyer at the Seller’s expense at least ten (10) business days prior to closing a commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the total purchase price upon the recording of proper documents. Such commitment shall show title to the Property as of a date no more than fifteen (15) days before such title proof is provided to the Buyer to be in the condition called for in this Offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard title insurance exceptions, as appropriate. The Buyer shall notify the Seller of any valid objection to title, in writing, prior to closing. The Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and closing shall be extended as necessary for this purpose. Should the Seller be unable or unwilling to carry out this Offer by reason of a valid legal defect in title which the Buyer are unwilling to waive, this Offer shall be void.
4. No Personal Property. The transaction contemplated by this Offer does not include any personal property.
5. Environmental Matters. The Seller makes no warranties or representations with regard to the environmental condition of the Property, and the Buyer hereby accepts the Property as-is with regard to its environmental condition.

6. Buyer's Inspections. Prior to the date of closing, the Buyer and its agents shall be given the opportunity to conduct such inspections of the Property as the Buyer deems reasonably necessary related to matters such as, but not limited to, the physical condition of the improvements located upon the Property, soil conditions, location of flood plain/wetlands boundaries, environmental conditions (adverse or otherwise), matters which would be revealed by survey, zoning, building or land use restrictions and other laws, ordinances, rules or regulations affecting the Property or the Buyers' intended use thereof. The Buyer acknowledges that it does not now, and will not hereafter, rely upon any warranty, promise, guaranty or representation regarding any aspect of the Property (including, but not limited to, those matters referred to immediately above) made by the Seller or anyone acting or claiming to act on the Seller's behalf, except as expressly and specifically otherwise provided in this Offer. The Buyer shall rely exclusively upon the results of the inspections and evaluations it is entitled to make pursuant to this Offer, whether or not such inspections and evaluations are made. The Property shall be conveyed to the Buyer without warranty, express or implied, or in reliance on any representation given by the Seller, excepting those matters expressly and specifically provided for in this Offer. Notwithstanding the foregoing, in the event the results of such inspections and evaluations of the Property shall be unacceptable to the Buyer, the Buyer may terminate this Offer by giving written notice to the Seller at any time prior to the date of closing. Prior to performing any inspection or testing on the Property, the Buyer and Buyer's authorized agents, consultants and contractors shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name Seller as an additional insured. As evidence of this coverage, Buyer and Buyer's authorized agents, consultants and contractors shall furnish to the Seller a certificate of insurance prior to entering on the Property to perform any inspection or testing.
  
7. Closing.
  - a. Closing shall take place on or before June 30, 2014, or at a later date agreed to by the parties, at the offices of the title company providing the title insurance described in Paragraph 3.
  - b. The Seller agrees to execute and deliver to the Buyer at closing a Quit Claim Deed conveying the Property to the Buyer.
  - c. The Buyer shall pay all recording/filing fees, except that the Seller shall pay the recording/filing fees for such documents as are required to be recorded/filed in order to cause title to the Property to be in the condition called for by this Offer.
  - d. The Seller shall pay all real estate transfer taxes payable pursuant to Section 77.25, Wisconsin Statutes, if any.
  - e. The Seller shall pay any closing escrow fees charged by the title company to facilitate closing.
  
8. Real Estate Taxes. The Property is tax exempt; therefore, no proration of real estate taxes shall be required.

9. Special Assessments. The Seller shall be responsible for any and all special assessments, area assessments, connection charges, interceptor charges or any other charges payable to any municipality or utility with regard to the Property as of the date of closing.
10. Possession. Legal and physical possession to the Property shall be delivered to the Buyer at the time the transaction is closed.
11. Notices. Any notice or communication to be given hereunder shall be given in writing signed by the party giving notice, personally delivered, mailed by first class mail, proper postage affixed, or sent by facsimile to the parties' respective addresses as set forth below:

To the Buyer: Richard and LaJean Hoffman  
4232 Milford Rd  
Madison, WI 53711

To the Seller: Real Estate Manager  
City of Madison  
Post Office Box 2983  
Madison, WI 53701-2983

Facsimile: (608) 267-8739

12. Miscellaneous.

- a. Benefit and Burden. This Offer shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. The provisions herein contained shall survive closing and delivery of the Quit Claim Deed and shall not be merged therein.
  - b. Entire Agreement. This Offer contains the entire agreement between the parties and any modification, alteration or addendum to this Offer shall be valid only when written and executed by both parties.
  - c. Severability. If any non-material part, paragraph, or article of this Offer shall be determined to be invalid, or otherwise unenforceable, the validity of all the remaining parts, paragraphs, and articles shall not be affected thereby. Any such non-material parts, paragraphs, or articles shall be deemed severable.
  - d. Governing Law. This Offer shall be governed by, and construed in accordance with, the laws of or applicable to the State of Wisconsin.
  - e. Headings. The headings in this Offer are meant for reference purpose only and shall not in any way affect the meaning or interpretation herein.
  - f. Assignment. This Offer to Purchase may not be assigned by the Buyer without the prior written consent of the Seller.
13. Acceptance. This Offer may be accepted by the Seller delivering or mailing via certified mail, return receipt requested, a fully-executed original of this Offer to the Buyer at the address

listed above at any time within thirty (30) days of the date of the Buyer's execution of this Offer, whereupon this Offer and the acceptance thereof shall become a binding contract. If the Seller does not accept this Offer within the prescribed time period, this Offer shall become null and void and be of no further force or effect.

IN WITNESS WHEREOF, this Offer to Purchase is executed and delivered by the Buyer to the Seller this 14 day of November, 2013.

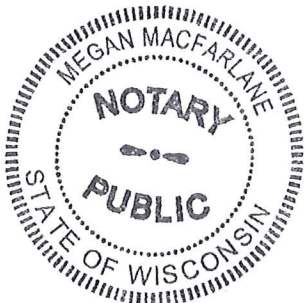
Buyer:

**Richard Hoffmann**

*Richard Hoffmann*  
(signature)

State of Wisconsin )  
                                  )ss.  
County of Dane )

Personally came before me this 14 day of November, 2013, the above-named Richard Hoffman, to me known to be the person who executed the above foregoing instrument.



*Megan MacFarlane*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
Megan MacFarlane  
\_\_\_\_\_  
Print or Type Name  
My Commission: expires 8/30/15

IN WITNESS WHEREOF, this Offer to Purchase is executed and delivered by the Buyer to the Seller this 14 day of November, 2013.

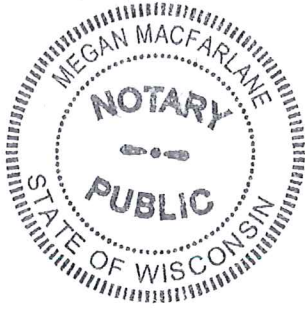
Buyer:

**LaJean Hoffman**

*LaJean Hoffman*  
(signature)

State of Wisconsin )  
                                  )ss.  
County of Dane )

Personally came before me this 14 day of November, 2013, the above-named LaJean Hoffman, to me known to be the person who executed the above foregoing instrument.



Megan MacFarlane  
Notary Public, State of Wisconsin  
Megan MacFarlane  
Print or Type Name  
My Commission: expires 8/30/15

IN WITNESS WHEREOF, this Offer to Purchase is accepted by the Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SELLER: CITY OF MADISON**

By: \_\_\_\_\_  
Paul R. Soglin, Mayor

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

State of Wisconsin )  
                                  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
\_\_\_\_\_  
Print or Type Name  
My Commission : \_\_\_\_\_

State of Wisconsin )  
  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
Print or Type Name

My Commission: \_\_\_\_\_

Approved:

Approved as to form:

\_\_\_\_\_  
Dave Schmiedicke, City Comptroller

\_\_\_\_\_  
Michael P. May, City Attorney

Acceptance of this Offer to Purchase is authorized by Resolution Enactment No. \_\_\_\_\_,  
File ID No. \_\_\_\_\_, adopted \_\_\_\_\_ by the Common Council of the City of  
Madison on \_\_\_\_\_, 20\_\_\_\_.

Drafted by the City of Madison Office of Real Estate Services. Project No. 9579

**EXHIBIT A**

**4230 Milford Road (Parcel Number: 0709-324-2416)**

Legal Description: MARLBOROUGH HEIGHTS REPLAT OF Blocks 6, 7, 8, & 9 West 10 Feet of Lot 12 & 13 & North 25 Feet of Lot 14, Block 7

1878