

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of the date of the last signature on the signature page, by and between the **City of Madison**, a Wisconsin municipal corporation (“City” or “Seller”) and **Community Development Authority of the City of Madison**, a Wisconsin redevelopment authority (“CDA” or “Buyer”).

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Property. The City is the fee simple owner of the underlying parcels legally described in Exhibit A (“Property”), located at 802, 810, and 818 West Badger Road in the City of Madison, Wisconsin. At Closing, CDA shall purchase and City shall sell and convey by Warranty Deed (the “Deed”) City’s right, title and interest in a portion of said Property as approximately described in Exhibit A. The actual lands to be conveyed shall be determined pursuant to a Certified Survey Map (“CSM”) to be furnished by the Buyer and recorded with the Dane County Register of Deeds prior to Closing, the area of which shall be substantially consistent with Exhibit B.
2. Project Description. CDA intends to construct a mixed-use project in two buildings, including approximately two hundred (200) affordable housing units; Public Health Madison Dane County clinic, office and laboratory facilities; City of Madison Fire Station No. 6; grade-level public spaces; and shared underground parking (collectively, the “Project”).
3. Effective Date. The “Effective Date” shall be the later of execution of this Agreement by City or CDA, as indicated on the signature page herein.
4. Purchase Price. The purchase price for the City’s ownership interest in the Property shall be One and no/100 Dollar (\$1.00) (“Purchase Price”). The Purchase Price shall be payable in cash at Closing, as described in Paragraph 14, subject to the adjustments and prorations provided in this Agreement.
5. Delivery of Documents. Within ten (10) business days of the Effective Date, City shall send to Buyer copies of all available Property related documents (if applicable) including: plans/drawings, service contracts, leases, any environmental studies, soil reports, permits, applications, existing title insurance policy, and remediation plans or assessments of the Property in City’s possession or control. At any time prior to Closing, City shall provide any additional or supplemental documents at Buyer’s reasonable request.
6. Due Diligence Period.
 - a. Following the Effective Date and up to the date of Closing (“Due Diligence Period”), Buyer may perform the following: (i) obtain, at Buyer’s sole cost, acceptable financing, appraisal, and Survey; (ii) conduct any physical and/or environmental tests, studies, or investigations deemed necessary by Buyer, and (iii) confirm whether Buyer is able to obtain any and all municipal, state, and federal approvals, permits, licenses, consents of use, and zoning approvals from all governmental or private bodies/agencies having jurisdiction over Buyer’s intended use of the Property. In the event that municipal approvals are delayed or stalled due to unforeseen events out of the control of either party, then the Due Diligence Period shall be extended a commensurate period of time.
 - b. If within the Due Diligence Period, Buyer determines, in its sole discretion, that it does not desire to purchase the Property, Buyer may provide written notice to City of such desire to terminate this

Agreement, and the parties shall have no further obligation or liability under this Agreement, except for any which survive the Closing or early termination of this Agreement.

- c. Buyer agrees that if it terminates this Agreement, as provided for herein, or fails to close the transaction contemplated hereby for any reason, then, Buyer shall deliver to City, at no cost to City, but without representation or warranty with respect to the findings or information provided therein about the Property, complete copies of all third party consultant produced of Buyer's due diligence reports other than any attorney work product or attorney-client privileged documents.
 - d. Buyer shall keep the Property free of all liens arising through its inspection of the Property, and shall cause all such liens to be removed immediately upon being notified of the same.
 - e. If Buyer does not provide written notice to City terminating this Agreement on or prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect.
 - f. Notwithstanding the foregoing, the Buyer's Due Diligence Period may be extended upon written agreement of the Parties.
7. Access to the Property. Buyer and Buyer's authorized agents, engineers, consultants, appraisers, and contractors shall be permitted access to the Property for the purpose of conducting the inspections and testing during the Due Diligence Period (and thereafter if Buyer does not terminate during the Due Diligence Period) including, but not limited to, a Phase 1 or 2 environmental assessment of the Property and/or a physical inspection of the Property at reasonable times with at least twenty-four (24) hours' prior written notice to City. Buyer and Buyer's authorized agents, engineers, consultants, appraisers, and contractors seeking access to, and inspection of, the Property shall be at Buyer's sole risk and expense, and City shall have no responsibility therefor. Buyer shall, at Buyer's sole cost, repair all damage caused by its inspections or testing so that the condition of the Property is returned to substantially the same condition that existed prior to the inspections or testing.
8. Indemnification. Buyer shall require that its authorized agents, engineers, consultants, appraisers, and contractors performing work on the Property (the "Contractors") each be liable to and agree to indemnify, defend and hold harmless the City of Madison, the CDA, and their respective officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City, CDA, or their officers, officials, agents, or employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damages to Property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Buyer or its officers, officials, members, agents, employees, invitees, or subcontractors in the performance of any inspections or testing of the Property, whether caused by or contributed to by the negligence of the City, CDA, or their officers, officials, agents, or employees. This paragraph shall survive termination, assignment, or transfer of this Agreement.
9. Insurance. Buyer shall require the Contractors to carry commercial general liability insurance, including but not limited to bodily injury, property damage, personal injury, covering as insured the applicable Contractors and name the City of Madison, its officers, officials, agents and employees and CDA as additional insureds, with a minimum limit of one million dollars (\$1,000,000) per occurrence. These policies shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement. As evidence of this coverage, Buyer's authorized agents, engineers, consultants, appraisers, and contractors shall furnish City with a certificate of insurance on a form approved by City not to be unreasonably withheld, and, if requested in writing by the City Risk Manager, Buyer's authorized agents, engineers, consultants, appraisers, and

contractors shall also provide copies of additional insured endorsements or policy to City prior to the performance of any work on the Property. If the coverage required above expires while this Agreement is in effect, Buyer's authorized agents, engineers, consultants, appraisers, and contractors shall provide a renewal certificate to City for approval.

10. Survey.

- a. CDA acknowledges that the parcels currently constituting the Property must be subdivided and/or combined to establish the Property as a single legal parcel sufficient for securing redevelopment financing and entitlements for the Project. Buyer will be responsible at its cost for the preparation of a CSM for the creation of a new parcel substantially consistent with Exhibit B. If Buyer chooses to obtain an ALTA survey of the Property, the Buyer will pay for the ALTA survey. Without binding any discretionary commission or Common Council of the City of Madison, the City shall provide reasonable cooperation with respect to the preparation, recording, and approval of the CSM and will cooperate to have the CSM recorded prior to Closing so that the Property will be a legally existing separate parcel of land as of Closing.
- b. Any survey of the Property including, but not limited to, an ALTA/NSPS Land Title Survey that meets the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys effective February 23, 2021, that is required to eliminate all survey-related exceptions to the title insurance policy, certified as of a current date in favor of the Buyer and the Title Company providing the title insurance described in Paragraph 11 shall be at the sole cost and expense of the Buyer.

11. Title Insurance. City shall provide to Buyer, at CDA's expense, prior to Closing a commitment ("Title Commitment") from Title Company to issue an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price ("Title Policy"). The commitment shall show the title condition of the Property as of a date no more than thirty (30) days before such title proof is provided to Buyer; however, the title shall be updated for Closing as may be required by the Title Company. The title commitment shall be subject only to liens, which will be paid out of the proceeds of the Closing and to any exceptions acceptable to Buyer ("Permitted Exceptions"). Buyer shall notify City of any objection to title, in writing, no later than forty-five (45) days of receipt of the title commitment from City. City shall have a reasonable time, but not to exceed thirty (30) days, to remove the objections and Closing shall be extended as necessary for this purpose. Should City be unable or unwilling to remove an objection and which Buyer is unwilling to waive, this Agreement shall be void. City shall ensure that all mortgages and other monetary liens to which the Property is subject are released and discharged at or prior to Closing.

12. Limited Representations and Warranties: AS-IS Condition. Except as otherwise provided herein, and in the Deed, Buyer shall purchase the Property in "AS-IS, WHERE-IS" condition and "with all faults," and shall agree that it relied upon no warranties, representations, or statements by City, its agents or employees, in entering into this Agreement or in closing the transaction described therein. Except as provided below, Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied the due diligence requirement provided in Paragraph 6 above.

13. Buyer Contingencies. In addition to the Due Diligence contingency above, Buyer shall have the following contingencies:

- a. Land Use Approvals. The Buyer will have until the Closing Date, as defined in Paragraph 14, to receive all Municipal development and zoning approvals that Buyer deems necessary at Buyer's sole discretion to allow Buyer's intended use at the Property, including without limitation, obtaining any design, zoning approvals and utility agreements needed, with terms acceptable to Buyer.

- b. Project Financing. The Buyer will have until the Closing Date within which to receive all confirmations, awards, and approvals from lenders that Buyer deems necessary, at Buyer's sole discretion to allow Buyer to develop and construct the Property for its intended use, including but not limited to any approvals needed for tax credits and loans from the Wisconsin Housing and Economic Development Authority (the "Financing Deadline").
- c. Tax Credits. It is understood and agreed that the CDA will submit an application for 4% federal Section 42 Housing Tax Credits from the Wisconsin Housing and Economic Development Authority ("WHEDA") to acquire and develop the Property (the "Tax Credits"). Buyer's obligation to purchase the Property is contingent upon:
 - i. CDA receiving evidence of the award of the applied for amount of the Tax Credits (the "Credit Award") for the Project from WHEDA on or before June 30, 2026 (the "Estimated Award Date").
 - ii. If CDA does not receive evidence of the award of the tax credits by WHEDA as described in this Section on or before the Estimated Award Date, then CDA and City may, by mutual agreement, terminate or extend this Agreement upon written agreement subsequent to said Date. In no event shall this Agreement be extended past December 31, 2027.

14. Closing.

- a. Closing shall occur within one (1) year from the receipt of notification of an award of Tax Credits by CDA, or such other date agreed to in writing by the Parties, (the "Closing Date") at the office of the Title Company issuing the commitment for title insurance, unless the Parties agree in writing to an alternate Closing location.
- b. CDA agrees to execute and record a LURA applicable to the Tax Credit-funded Units within the Project, in a form prescribed by WHEDA, at or before Closing.
- c. CDA further agrees to execute and record a minimum thirty-year land use restriction agreement (LURA), applicable to any Project units funded by the City of Madison Affordable Housing Fund (AHF), Tax Incremental Financing (TIF), or other source of financing, in a form prescribed by the City of Madison, at or before Closing.
- d. City agrees to execute and deliver to CDA at Closing the Deed conveying the Property to CDA subject only to Permitted Exceptions.
- e. CDA shall pay all recording/filing fees, except that City 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 per Paragraph 12 above.
- f. City shall be responsible for any and all special assessments against the Property existing as of the date of Closing, including any accrued interest. CDA shall be responsible for any future special assessments against the Property assessed or levied on or following the date of Closing. City has disclosed or will disclose during the Due Diligence Period anticipated special assessments upon the Property from and after the Effective Date.
- g. City shall complete a Wisconsin Real Estate Transfer Return and pay any Wisconsin Real Estate Transfer fee due in connection with the conveyance of the Property.
- h. City agrees to execute and deliver to the Title Company any affidavits required to issue an owner's

policy in the condition called for by this Agreement.

- i. City shall pay all costs of providing the title commitment, Owner's Policy of Title Insurance and a GAP endorsement to Buyer. CDA shall be responsible for any simultaneous issue premium for a Lender's Policy, and any endorsements requested by Buyer or its Lender. Buyer shall also pay all of its Lender's fees due at Closing, if any.
 - j. CDA shall pay the closing fee charged by the Title Company.
 - k. There are no general real estate taxes that are payable with respect to the Property. Buyer is responsible for all taxes assessed as a result of the acquisition of the Property subsequent to Closing.
 - l. The final storm water bill for the Property as of the date of Closing shall be paid by City.
15. Fees. Buyer will be responsible for any future fees related to any development on the Property after Closing including, but not limited to: MMSD fees, installation of all private utilities and utility hook-up charges, and any work in the right of way required by City Engineering (if any), connection fees, impact fees, interceptor fees, curb-cut/driveway apron fees, CARPC fees, etc.
16. Notices. All notices required or permitted to be given hereunder shall be in writing, dated and signed by the person sending the notice and shall be sent by electronic mail to the designated representatives for Buyer and City listed below. When sending notices via electronic mail, said emails shall be sent to the email addresses provided below and shall include a statement therein that the electronic mail constitutes notice under the terms of this Agreement. All time periods with respect to notice shall commence on the date that electronic notice is sent.

City:

CDA Redevelopment
Attn: Dan Johns
215 Martin Luther King, Jr. Blvd., 3rd Floor
P.O. Box 2983
Madison, WI 53701-2983
Phone: (608) 243-0301
Email: djohns@cityofmadison.com

With a copy to:

City Attorney's Office
Attn: Claire MacLachlan
City County Building
210 Martin Luther King Jr. Blvd., Room 401
Madison, WI 53703
Phone: (608) 267-4925
Email: cmaclachlan@cityofmadison.com

Buyer:

Community Development Authority
Attn: Matt Wachter
215 Martin Luther King, Jr. Blvd, Room 161
Madison, WI 53703
Phone: (608) 267-8730
Email: mwachter@cityofmadison.com

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other email address in substitution of the email address shown above to which notices shall be given.

17. Remedies. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages or other legal remedies. If either party defaults, the non-defaulting party may sue for specific performance or actual damages or seek other remedies as may

be available in either law or equity.

18. Expiration. This Agreement shall expire on December 31, 2027 if Closing has not occurred or if the Agreement has not already terminated.
19. Entire Agreement. This Agreement contains the entire agreement between City and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Agreement may be amended only by a further written documents signed by each of the parties.
20. Assignment. Buyer may, with prior written consent from City, assign all or any portion of its respective right, title, and interest in this Agreement or its duties and obligations hereunder.
21. Authority. Each party hereby warrants and represents to the other that it has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by CDA and City have been duly and properly authorized by each party's proper company action in accordance with applicable law and each party's governing documents.
22. Captions. The captions of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.
23. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.
24. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.
25. Time of the Essence. Time is of the essence for the performance of this Agreement.
26. Choice of Law. This Agreement shall be interpreted under the laws of the State of Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to conflicts of laws principles.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later date of signature by Buyer or City as indicated below:

CITY:

CITY OF MADISON

By: _____ Date: _____
Satya V. Rhodes-Conway
Mayor

By: _____ Date: _____
Michael Haas
Acting City Clerk

Approved:

Approved:

David Schmiedicke, Finance Director Date _____
Eric Veum, Risk Manager Date

Approved as to form:

Michael Haas, City Attorney Date

CDA:

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON**

By: _____
Claude Gilmore
Chair

Date: _____

By: _____
Matthew Wachter
Executive Director

Date: _____

Execution of this Purchase and Sale Agreement by the City of Madison is authorized by Resolution No. ____,
File I.D. ____, adopted by the Common Council of the City of Madison on ____, 2025.

Execution of this Purchase and Sale Agreement by the Community Development Authority is authorized by
CDA Resolution No. ____, File I.D. ____, adopted by the CDA Board of Commissioners on
_____, 2025.

Drafted by the City of Madison Office of Real Estate Services

Project No. 12846

EXHIBIT A
Legal Description

802 W Badger Rd (Parcel ID: 251/0709-352-0317-8)

Part of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Southeast corner of the Northwest 1/4 of said Section 35; thence North 89°19' West along the centerline of West Badger Road for a distance of 266.7 feet; thence North 00°19' West 286.1 feet; thence South 89°19' East 266.7 feet to the East line of said Southeast 1/4 of Northwest 1/4; thence South 00°19' East 286.1 feet along said East line to the point of beginning, EXCEPT that part along Badger Road and South Park Street used for street right of way as described in Document No. 3125316 and that part described in Document No. 4682872 as follows:

Commencing at the West Quarter corner of Section 35; thence South 89°05'54" East, along the south line of said Northwest Quarter, 2397.41 feet; thence North 00°54'06" West, 33.31 feet to a point on the North right-of-way line of West Badger Road and the point of beginning of the lands hereinafter described; thence North 87°51'50" East, 184.36 feet; thence North 00°12'07" East, 95.29 feet; thence North 12°24'13" East, 108.13 feet to a point on the West right-of-way line of South Park Street; thence South 00°05'54" East, along said West line, 61.22 feet; thence South 01°21'32" West, along said West line, 81.17 feet; thence South 06°13'42" West, along said West line, 40.61 feet to a point on the arc of a 29.00 foot radius curve the center of which lies to the Northwest; thence Southwesterly, 41.81 feet along the arc of said curve having a central angle of 82°35'59" and a chord bearing South 47°31'30" West. 38.28 feet to a point on the North right-of-way line of West Badger Road; thence South 88°46'50" West, 51.69 feet; thence North 89°05'54" West, 121.67 feet to the point of beginning.

810 W Badger Rd/825 Hughes Pl (Parcel ID: 251/0709-352-0323-5)

Lot Two (2) of Certified Survey Map No. 16197, Recorded in the Office of the Register Of Deeds for Dane County, Wisconsin on January 13, 2023, in Volume 119 of Certified Survey Maps, Pages 349 Through 354, Inclusive, as Document No. 5882326; said Certified Survey Map being a consolidation of Lot 67 and part of Lot 66 of First Addition to Burr Oaks, recorded in Volume 21 of Plats On Pages 38 And 39 as Document No. 965763, Unplatted Lands described in a Warranty Deed Recorded On December 28, 2021 as Document No. 5800862, Lands described in a Quit Claim Deed recorded on September 2, 1999 As Document No. 3151893, and lands described in a Warranty Deed recorded on December 19, 2005 as Document No. 4144038, all located in the Southeast Quarter of the Northwest Quarter, Section 35, Town 7 North, Range 9 East, in the City Of Madison, Dane County, Wisconsin.

818 W Badger Rd

Parcel A (Parcel ID: 251/0709-352-0315-2)

Part of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, to-wit: Commencing at the Southeast corner of the Northwest 1/4 of said Section 35; thence North 89°29'27" West; 401.34 feet; thence North 0°37'14" West, 208.00 feet to the point of beginning; thence North 89°29'27" West, 133.29 feet; thence North 00°22'32" West, 66.00 feet; thence South 89°29'27" East, 133.01 feet; thence South 00°37'14" East, 66.00 feet to the point of beginning.

Parcel B (Parcel ID: 251/0709-352-0320-1)

Part of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 9 East, in the City of Madison; Dane County, Wisconsin, described as follows: Commencing at the Southeast corner of said Northwest 1/4; thence North 89°36'24" west, 266.70 feet; thence North 89°38'09" West, 135.0 feet to the point of beginning; thence continuing North 89°38'09" West, 134.18 feet; thence North 00°37'29" West, 208 feet; thence South 89°38'09" East, 133.29 feet; thence South 00°52'09" East, 208 feet to the point of beginning.

EXHIBIT B
Approximate Conveyance Area
(not to scale)

