

**SECOND ADDENDUM TO AGREEMENT**  
BETWEEN  
THE CITY OF MADISON AND DANE COUNTY  
FOR THE SALE OF SPACE IN THE  
CITY-COUNTY BUILDING

THIS SECOND ADDENDUM, entered into by and between City of Madison (hereinafter "CITY") and Dane County (hereinafter, "COUNTY"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, CITY and COUNTY have, by a separate document dated February 8, 1955, (hereinafter, the "Master Agreement") and amendments thereto, entered into a contractual relationship pursuant to which the parties have provided for ownership and operation of the City of Madison City Hall and the Dane County Courthouse ("the City-County Building"); and

WHEREAS CITY and COUNTY wish to amend the Master Agreement to provide for the sale by the COUNTY to the CITY of parts of the City-County Building as set forth herein;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement as previously amended shall be further updated and amended by this Addendum except for those changes expressly set forth herein. The updated and amended Master Agreement [as of December, 2005] is attached hereto as Exhibit 1.
2. The previous Addendum [effective March 2, 2006] is attached hereto as Exhibit 2.
3. Effective October 1, 2008, COUNTY shall sell property in the City-County Building described in Schedule A, which is attached hereto and incorporated herein by reference, to the CITY for \$60,000 (SIXTY THOUSAND AND 00/100 DOLLARS), payable in one installment.
4. The price indicated herein is for this transaction only and does not reflect or establish the cost per square foot for space in the City-County Building for, or in, any future transactions.
5. CITY shall pay any and all costs associated with remodeling the space referred to in Schedule A. The CITY shall coordinate remodeling activities with the COUNTY's Facilities Management Division.

6. The entire agreement of the parties is contained herein and this Second Addendum, together with the updated and amended Master Agreement and previous Addendum supersede any and all prior written or oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Second Addendum and the Master Agreement and previous Addendum shall not be amended in any fashion except in writing, executed by both parties.
7. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, including its attachments and exhibits, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR COUNTY:

Date Signed: \_\_\_\_\_  
Kathleen Falk, Dane County Executive

Date Signed: \_\_\_\_\_  
Robert Ohlsen, Dane County Clerk

FOR THE CITY:

Date Signed: \_\_\_\_\_  
David J. Cieslewicz, City of Madison Mayor

Date Signed: \_\_\_\_\_  
Maribeth Witzel-Behl, City of Madison Clerk

Countersigned: \_\_\_\_\_ Approved as to Form:

\_\_\_\_\_  
Dean Brassler, Comptroller

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

## **SCHEDULE A**

### Description of Space Sale to City of Madison

Ground Floor:           City to purchase 1,085 square feet  
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