

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is entered into as of the ____ day of _____, 2026, by and between the **City of Madison**, a Wisconsin municipal corporation (the “Seller”) and **Dane County**, a quasi-Wisconsin municipal corporation, or its successors and assigns (the “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 Buyer and Seller (together, the “Parties”) hereto covenant and agree as follows:

1. Property. The Buyer shall purchase, and the Seller shall sell and convey the fee simple ownership interest in the real property located at 7270 Maahic Way, Madison, Wisconsin (the “Property”), as legally described on attached Exhibit A and depicted on attached Exhibit B, including all improvements and fixtures located thereon and all appurtenances thereto.
2. Effective Date. The “Effective Date” shall be the later date of execution of this Agreement by the Seller or the Buyer, as indicated on the signature page, and as first shown above.
3. Purchase Price. The total purchase price for the Seller’s interest in the Property (the “Purchase Price”) shall be One Hundred Forty-Two Thousand Nine Hundred Seventy Dollars (\$142,970.00). The Purchase Price shall be payable in cash at the date of conveyance (the “Closing”), subject to the adjustments and prorations herein provided.
4. Delivery of Documents. Within ten (10) days of the Effective Date the Seller will reproduce at the Seller’s expense and send, either electronically or by hard copy, to the Buyer at the Buyer’s office, copies of the following documents in the Seller’s possession or control: all environmental studies, reports, permits, applications and remediation plans or assessments of the Property.
5. Access to Property. The Buyer and the Buyer’s authorized agents, engineers, consultants, appraisers, and contractors shall be permitted access to the Property for planning purposes with at least twenty-four (24) hour notice to the Seller. The Buyer’s and the Buyer’s authorized agents, engineers, consultants, appraisers, and contractors access to, the Property shall be at the Buyer’s sole risk and expense and the Seller shall have no responsibility therefor. The Buyer will repair, at the Buyer’s and the Buyer’s authorized agents, engineers, consultants, appraisers, and contractors cost, all damages caused so that the condition of the Property is returned to as good or better.
6. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

7. Lease. The Property is currently leased by the Buyer as memorialized in the Lease (“Lease”) dated June 20, 2014 and recorded June 23, 2014 as Document No. 5078421 with the Dane County Register of Deeds. Upon acquisition of the Property by Buyer, the Parties recognize that the Lease shall be terminated by convergence of title. It shall be Buyer’s sole responsibility to record any additional documents following Closing pertaining to the Lease that it feels are necessary.
8. Insurance.
 - a. The Buyer will require its authorized agents, engineers, consultants, appraisers, and contractors performing work on the Property associated with this Agreement to carry commercial general liability insurance naming the Seller, its officers, officials, agents and employees as additional insured’s, with a minimum limit of \$1,000,000 per occurrence as may be adjusted occasionally by the City of Madison’s Risk Manager. These policies shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the Seller thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement.
 - b. As evidence of this coverage, the Buyer will require its authorized agents, engineers, consultants, appraisers, and contractors to furnish the City of Madison (the “City”) with a certificate of insurance on a form approved by the Seller, and, if requested by the City’s Risk Manager, the Buyer’s authorized agents, engineers, consultants, appraisers, and contractors shall also provide copies of additional insured endorsements or policy to the Seller prior to the performance of any work on the Property. If the coverage required above expires while this Agreement is in effect, the Buyer will require its authorized agents, engineers, consultants, appraisers, and contractors to provide a renewal certificate to the Seller for approval.
9. Personal Property. The purchase of the Property does not include any personal property.
10. Survey. 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 12 shall be at the sole cost and expense of the Buyer.
11. Title Insurance. The Seller shall provide to the Buyer, at the Seller’s expense, within ten (10) days prior to Closing, a commitment from First American Title Company (the “Title Company”) to issue an ALTA Owner’s Title Insurance Policy in the amount of the Purchase Price upon the recording of proper documents, together with a gap endorsement. The 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 Agreement, and further subject only to liens which will be paid out of the proceeds of the Closing and to any exceptions acceptable to the Buyer (“Permitted Exceptions”). 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 seven(7) 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 Agreement by reason of a valid legal defect in title which the Buyer is unwilling to waive, this Agreement shall be void.

12. Limited Representations and Warranties; AS-IS Condition. Except as otherwise provided herein, the 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 the Seller, its agents or employees, in entering into this Agreement or in closing the transaction described herein. Except as provided below, the Buyer’s closing on the acquisition of the Property shall constitute conclusive evidence that the Buyer is satisfied with the condition of and title to the Property.
13. Broker Representation. The Seller shall acknowledge that it is not represented by a licensed real estate broker on its behalf in respect of the transaction contemplated herein. The Buyer shall acknowledge that it is not represented by a licensed real estate broker on its behalf in respect of the transaction contemplated herein.
14. Closing.
 - a. The Closing shall occur on or before April 8, 2026 or such other date agreed to in writing by the Parties.
 - b. The Seller agrees to execute and deliver to the Buyer at or before Closing the deed conveying the Property to the Buyer free and clear from all liens and encumbrances, excepting the following: Municipal and zoning ordinances and the Permitted Exceptions.
 - 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 Agreement.
 - d. The Seller shall be responsible for any and all special assessments, area assessments, interceptor charges or any other charges payable to any municipality or utility with regard to the Property as of the date of Closing.
 - e. The Seller is exempt from Wisconsin Real Estate Transfer fee pursuant to Wis. Stats. 77.25(2).
 - f. The Seller or Title Company shall prepare and deliver at or before Closing the Wisconsin Transfer Return due in connection with conveyance of the Property.
15. Entire Agreement. This Agreement contains the entire agreement between the Parties 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 written document signed by each of the Parties.
16. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.

17. 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.
18. 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.
19. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. 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.
20. Time of the Essence. Time is of the essence for the performance of this Agreement.

[signatures on following 2 pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

SELLER: CITY OF MADISON,
a Wisconsin municipal corporation

By: _____ Date: _____
Name: Satya Rhodes-Conway
Title: Mayor

By: _____ Date: _____
Name: Lydia A. McComas
Title: City Clerk

Approved:

David Schmiedicke, Finance Director Date

Approved:

Eric Veum, Risk Manager Date

Approved as to form:

Michael P. Haas, City Attorney Date

BUYER: DANE COUNTY,
a quasi-Wisconsin municipal corporation

By: _____
Name: Sharene Smith
Title: Real Estate Coordinator

Date: _____

Execution of this Purchase and Sale Agreement by the City is authorized by Resolution Enactment No. RES-26-_____, File I.D. No. _____, adopted by the Common Council of the City of Madison on April, 2026.

EXHIBIT A

Legal Description of The Property

Part of the Northeast 1/4 of Section 25, Town 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northeast corner of said Northeast 1/4, thence S 00°00'27" E, 1340 feet to the point of beginning; thence continuing along said bearing 1380 feet, thence S 47°30' W, 130 feet, thence S 85°50'50" W, 230 feet, thence N 74°30'50" W, 400 feet, thence N 65°30' W, 425 feet, thence N 72° W, 1650 feet, thence N 00°09'39" E, 200 feet, then ce S 71°44'33" E, 2166.88 feet, thence N 00°00'27" W, 400 feet, thence N 88°01'15" E, 400 feet, thence N 00°00'27" W, 750 feet, thence N 88°01'15" E, 210 feet to the point of beginning; EXCEPT that part deeded for highway right of way purposes recorded as Document No. 2870419; ALSO EXCEPT that part conveyed to Dane County Landfill as Parcel 'B-1' in a Warranty Deed recorded as Document No. 5078420, described as follows: Commencing at a City of Madison monument at the Northeast corner of said Section 25,

Thence S 0°23'43" W, 1344.33 feet to a point 24.75 feet South of the Southeast corner of the Northeast quarter of the Northeast quarter and the point of beginning;

Thence S 88°20'33" W, 200.13 feet;

Thence S 0°23'43" W, 725.25 feet parallel with the East line of the said NE ¼;

Thence N 89°36'17" W, 400.00 feet perpendicular to the said East line of the said NE ¼;

Thence S 0°23'43" W, 400.00 feet parallel with the East line of the said NE ¼;

Thence N 71°50'06" W, 492.74 feet;

Thence S 57°00'53" E, 439.54 feet;

Thence S 72°25'09" E, 410.47 feet;

Thence S 87°07'22" E, 275.30 feet to the westerly right of way line of CTH "A" (Brandt Road);

Thence N 54°10'05" E, 39.31 feet to the East line of the Southeast quarter of said Section 25;

Thence N 0°23'56" E along said East line, 33.92 feet to the East quarter corner of said Section 25;

Thence N 0°23'43" E, 1294.84 feet along the East line of the Northeast quarter of said Section 25, to the point of beginning; ALSO EXCEPT THAT PART DEEDED FOR STREET ROW IN DOCUMENT NO. 5811286.

Tax Key No. 251/0710-251-0098-5

EXHIBIT B

