

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2026, by and between the **City of Madison**, a Wisconsin municipal corporation ("Buyer") and **Madison Crushing & Excavating, Inc.** or its successors and assigns ("Seller").

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 the Seller (together, the "Parties", or each a "Party") hereto covenant and agree as follows:

1. The Property. The Buyer shall purchase and the Seller shall sell and convey by Special Warranty Deed ("Deed") its fee simple interest to the real property located in the Town of Burke and City of Sun Prairie, Wisconsin, together with all improvements located thereon (collectively, the "Property"), as described on attached Exhibit A and illustrated on attached Exhibit B. The Parties will adopt the legal descriptions for the Property as set forth by the Survey, as defined herein to be included in the Title Commitment, also as defined herein.
2. Effective Date. The "Effective Date" shall be the date first stated above.
3. Purchase Price. The total purchase price of the Property ("Purchase Price") shall be Six Million and no/100 (\$6,000,000.00) which amount shall be payable in cash at Closing, as defined herein, subject to the adjustments and prorations herein provided.
4. Personal Property. The transaction contemplated by this Agreement will not include any personal property.
5. Delivery of Documents.
 - a. The Seller shall, within (10) business days after the Seller's execution of this Agreement, provide the Buyer with complete copies of all material documents in the Seller's actual possession or control relating to the physical and environmental condition of the Property.
 - b. Within five (5) business day after the Seller's execution of this Agreement, the Seller shall order a title insurance commitment ("Title Commitment") from First American Title Insurance Company ("Title Company") with a policy amount of not less than the Purchase Price. The commitment shall include all supporting documents including, but not limited to, recorded declarations, use restrictions and annexation agreements. If the Title Commitment (or any update thereto) discloses any conditions, restrictions, liens, encumbrances, easements or covenants which in the Buyer's reasonable opinion would adversely affect the Buyer's intended use, the Seller shall have ten (10) business days from the date the Buyer notifies the Seller of such defects to make a good faith effort to cure such defects and furnish an updated title commitment showing such defects cured or removed. If Buyer fails to notify Seller of any title defects within thirty (30) days after the Title Commitment is issued, then Buyer will be deemed to

have approved and accepted the condition of title to the Property as set forth in the Title Commitment (but Buyer shall have the right to object to any new matters that arise in the gap between the date of the Title Commitment and Closing). If such defects in title are not cured within thirty (30) days, the Buyer may, at its option, within ten (10) business days following the thirty-day cure period, terminate this Agreement.

6. Limited Representations and Warranties; AS-IS Condition. Except as otherwise expressly provided in this Agreement, the Buyer shall purchase the Property in “AS-IS, WHERE-IS” condition and “with all faults,” and shall rely upon no warranties, representations, or statements by the Seller, its agents or employees, in entering into this Agreement or in closing the transaction described therein. 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.
7. Due Diligence Period.
 - a. The Buyer shall have sixty (60) days after execution of this Agreement by the Parties (“Due Diligence Period”) to review, test and inspect all aspects of the Property, at its sole cost and expense. In the event said, review, tests or inspections disclose matters which would make the Property unsuitable for the Buyer’s intended use, the Buyer may terminate this Agreement by providing written notice to the Seller prior to the end of the Due Diligence Period.
 - b. Should the Buyer desire to close prior to the end of the Due Diligence Period, the Buyer may provide the Seller with written notice of its intent to do so. The provision of such notice by the Buyer shall not affect the terms contemplated in this Agreement, except that the Closing shall occur on or before ten (10) business days from the date the Seller receives such notice, unless the Parties agree in writing to another date.
 - c. The Due Diligence Period in this Agreement may be extended upon written agreement of the Parties.
8. Inspections and Testing.
 - a. The Buyer and the Buyer’s authorized agents, contractors, surveyors and engineers shall be permitted access to the Property for the purpose of conducting inspections and testing, including but not limited to, including a Phase 1 Environmental Site Assessment report (“ESA”) and related testing, soils testing, boundary survey and any other inspections or testing deemed necessary by the Buyer. Access shall be at reasonable times with advance notice to the Seller. Buyer shall reimburse Seller for any material damage to the Property caused by Buyer or its agents (but not for the mere discovery of preexisting conditions).
 - b. In the event Buyer’s Phase 1 ESA recommends a Phase 2 ESA, the Buyer may notify the Seller in writing of its desire to extend the Due Diligence Period if necessary to conduct such investigation, together with the scope of work. If the Parties are unable to agree on an extension of the Due Diligence Period, the Buyer may declare this

Agreement null and void by providing notice as set forth in this Agreement. In no event shall the Seller be required to cure any matter to which the Buyer objects relating to the condition of the Property or any improvements located thereon.

9. Title Insurance. The Seller shall provide to the Buyer, at the Seller's expense, within ten (10) days prior to Closing, an updated title commitment in its final form from 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. Prior to Closing, the Buyer shall notify the Seller in writing of any valid objections to title that remain after review of the draft title commitment provided pursuant to Paragraph 5b. 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 Agreement by reason of a valid legal defect in title which the Buyer is unwilling to waive, this Agreement shall be void.
10. Survey. The Parties agree that the Seller shall obtain a boundary survey ("Survey") of the Property per an ALTA/NSPS Land Title Survey in conformance with the Minimum Standard Detail Requirements for an ALTA/NSPS Land Surveys effective February 23, 2026 including the additional Optional Survey requirements 1, 4, 8 and 18 of Table A of the standard requirements. A preliminary title report encompassing the lands to be conveyed to the Buyer, together with an access easement area pursuant to Paragraph 11, shall be provided the surveyor for the initial Survey work. The final configuration and legal descriptions of Property and access easement area shall be developed and provided by the surveyor for use for a final Title Commitment based upon actual surveyed boundaries as provided by attached Exhibit A and Exhibit B. The final completed Survey shall be prepared based upon the final title commitment. The Buyer shall reimburse the Seller for cost to complete the Survey at Closing, estimated to be \$10,300.00.
11. Access Easement Agreement. The Parties shall execute and deliver to Title Company on or before Closing, an Access Easement Agreement ("Easement") granting permanent access from Nelson Road to the Property over portions of the property currently owned by the Seller, as illustrated in Exhibit 3 in the form of the Easement attached as Exhibit C. The dimensions of the access easement area shall be determined, as agreed upon between the Parties, so the easement area may be depicted on the Survey of the Property.
12. Closing.
 - a. Closing shall occur on or before ten (10) business days from; (a) the expiration of the Due Diligence Period; or (b) the date of the Seller's receipt of notice from the Buyer requesting an earlier date of Closing; or (c) such other date agreed to in writing by the Parties, conducted by the Title Company issuing the commitment for title insurance, either in person or remote, unless the Parties agree in writing to an alternate Closing location.

- b. The Seller agrees to execute and deliver to the Buyer at Closing the Deed, reviewed and accepted by the Buyer prior to Closing, conveying the Property to the Buyer free and clear from all liens and encumbrances, excepting the following: Municipal and zoning ordinances and agreements entered under them; recorded easements for the distribution of utility, municipal services; easements; recorded building and use restrictions and covenants, and the title exceptions permitted under Paragraphs 5b, 9, and 10 above.
- 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. Real estate taxes applicable to the Property in the year of Closing shall be prorated between the Buyer and the Seller as of the date of Closing based upon the latest known assessment and latest known mill rate.
- e. The Seller shall be responsible for the payment of any existing special or area assessments, sewer interceptor charges, or any other charges payable to any municipality or utility with regard to the Property as of the date of Closing.
- f. The Seller shall pay any fees related to the Wisconsin Real Estate Transfer fee.
- g. The Title Company shall prepare and deliver at Closing the Wisconsin Transfer Return due in connection with conveyance of the Property.
- h. The Seller shall pay any and all broker commissions or fees due in connection with the sale of the Property.
- i. Prior to Closing, the Buyer shall obtain authorization from the City of Madison Common Council for the approval and execution of this Agreement by the Buyer.
- j. All other costs charged by the Title Company to facilitate Closing shall be equally shared between the Parties.

2. Representations. The Seller represents and understands the following:

- a. No Prior Right to Purchase. No party has any option, right of first refusal or similar right to purchase all or any portion of the Property.
- b. No Adverse Possessors. To the best of Seller's knowledge, there are no parties in possession of any portion of the Property as tenants at sufferance or trespassers.
- c. No Lessees. The Seller will represent that the Property is not currently leased and the Seller will agree that it shall not enter into any lease or rental agreement for the Property, or any portion thereof, during the Buyer's Due Diligence Period, and through the date of Closing, without the prior written consent of the Buyer.

3. Miscellaneous.

- a. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties.
- b. Benefit and Burden. This Agreement 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 Deed and shall not be merged therein.
- c. Entire Agreement. This Agreement will contain the entire agreement between the Parties and any modification, alteration or addendum to this Agreement shall be valid only when written and executed by the Parties.
- d. 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 this 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, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.
- e. Severability. If any non-material part, paragraph, or article of this Agreement is 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.
- f. Choice of Law, Venue, and Forum Selection. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.
- g. Headings. The headings in this Agreement will be for reference purpose only and shall not in any way affect the meaning or interpretation herein.

[Signature pages to follow]

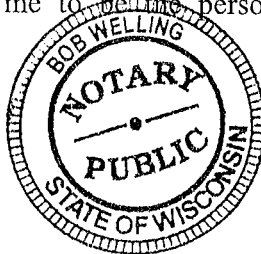
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

SELLER: MADISON CRUSHING & EXCAVATING, INC.

By: William Ziegler Date: 6/18/26
(Signature) William Ziegler

State of Wisconsin
) ss.
County of Dane)

Personally came before me this 18 day of June, 2026, the above named William Ziegler (name), President (title), acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.



Bob Welling
Notary Public, State of Wisconsin

Bob Welling
(print or type name)

My Commission expires: 7-15-26

BUYER: CITY OF MADISON

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 Haas, City Attorney

Date

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

Drafted by the City of Madison Office of Real Estate Services

Project No. 13221

EXHIBIT A

Description of the Property

Parcel 014/0810-241-8500-1 (except the south 10 acres to be retained by Seller)

SEC 24-8-10 NW1/4 NE1/4

Town of Burke, Dane County, WI

Parcel 014/0810-242-8000-5 (except the south 10 acres to be retained by Seller)

SEC 24-8-10 NE1/4 NW1/4

Town of Burke, Dane County, WI

Parcel 014/0810-134-9000-4

SEC 13-8-10 SW1/4 SE1/4

Town of Burke, Dane County, WI

Parcel 014/0810-134-8730-3

SEC 13-8-10 PRT NW1/4 SE1/4 LYG S OF RR R/W

Town of Burke, Dane County, WI

Parcel 014/0810-134-9500-9

SEC 13-8-10 N3/4 SE1/4 SE1/4

Town of Burke, Dane County, WI

Parcel 014/0810-134-8000-6

SEC 13-8-10 PRT NE1/4 SE1/4 LYG S OF RR R/W

Town of Burke, Dane County, WI

Parcel 282/0810-131-9790-2

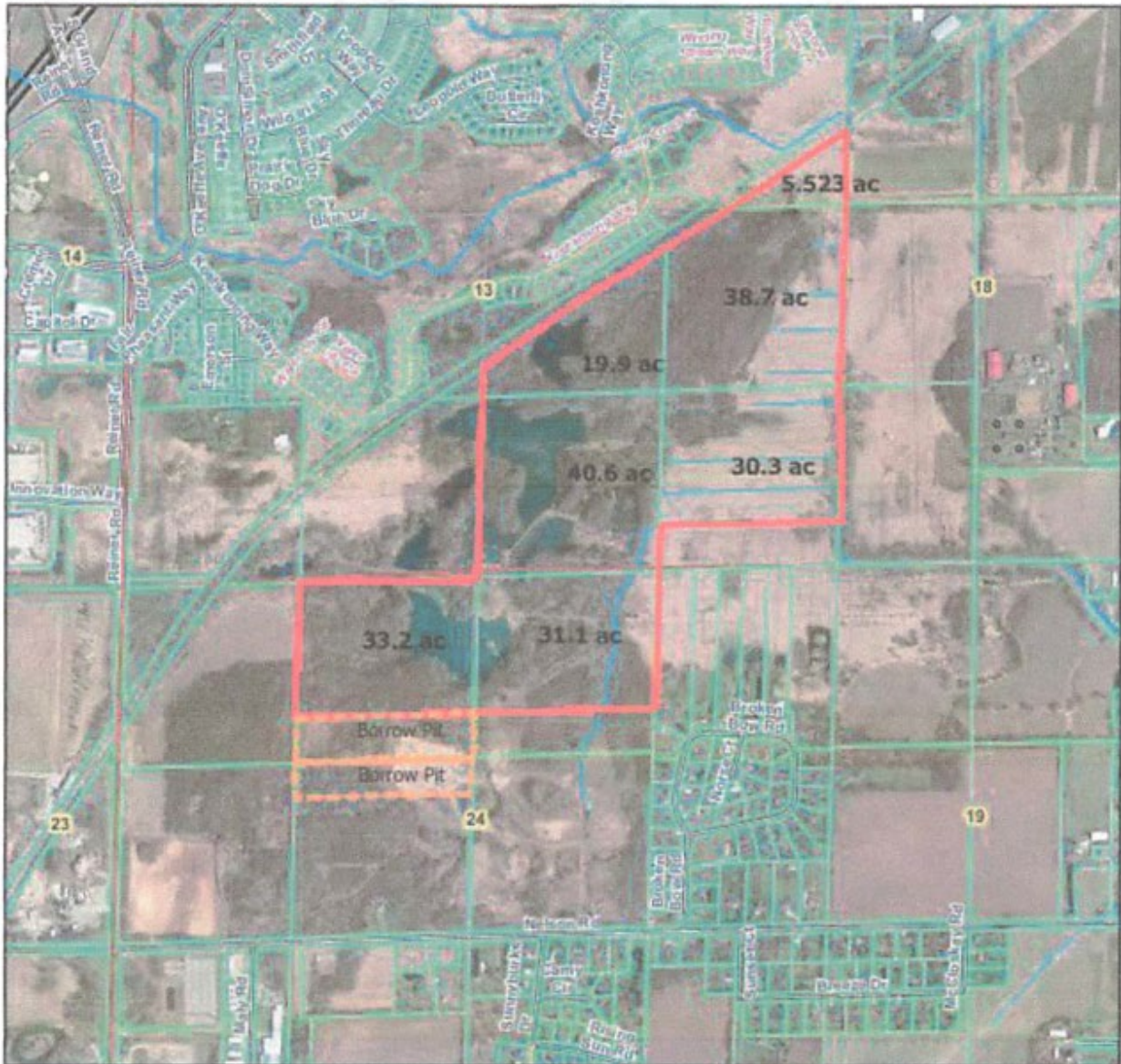
SEC 13-8-10 PRT SE1/4 NE1/4 LYG S OF RR R/W

City of Sun Prairie, Dane County, WI

In the event of any conflict between Exhibit A and Exhibit B, Exhibit B shall govern and control, pursuant to the Survey.

EXHIBIT B

Madison Crushing & Excavating, Inc., approx. 199 acres
Town of Burke



 Subject Parcel

 Borrow Pits

Landowner shall grant access from Nelson Road to subject parcel.

0 370 740 1,480 2,220 Feet

Location in Dane County



Data Sources:
Digital Orthophoto (Dane County 2022)
Created by Dane County Land & Water Resources Department, June 20, 2024

EXHIBIT C

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (the “**Agreement**”) is entered into this ____ day of _____, 2026 (the “**Effective Date**”), between Madison Crushing & Excavating, Inc., a Wisconsin corporation (the “**Grantor**”) and the City of Madison, a Wisconsin municipal corporation (the “**City**”). Grantor and City are each referred to herein as a “**Parcel Owner**” and collectively as the “**Parcel Owners**.”

RECITALS

- A. Grantor is the owner of certain property located in Dane County, Wisconsin, legally described on **Exhibit 1** and graphically depicted on **Exhibit 3**, attached hereto and made a part hereof (the “**Grantor Parcel**”).
- B. The City is the owner of certain property located in Dane County, Wisconsin, which property is adjacent to the Grantor Parcel and legally described on **Exhibit 2** and depicted on **Exhibit 3**, attached hereto and made a part hereof (the “**City Parcel**”; the Grantor Parcel and the City Parcel are each referred to herein as a “**Parcel**” and collectively as the “**Parcels**”).
- C. The Grantor is willing to grant this Easement (as defined below) over the Grantor Parcel subject to and in accordance with the terms and conditions set forth herein.

RETURN TO: City of Madison
Economic Development Division
Office of Real Estate Services
PO Box 2983
Madison, WI 53701-2983

Tax Parcel Nos.: See attached Exhibit A and Exhibit B

Now therefore, in consideration of the recitals to this agreement and the mutual promises contained herein, the Parcel Owners agree as follows.

Agreement

1. **Access Easement.** Grantor hereby grants and conveys to and for the benefit of the City, as an appurtenance to the City Parcel, a 40-foot-wide non-exclusive access easement (the “**Easement**”) over and through a portion of the Grantor Parcel as mapped and described on Exhibit 3 attached hereto (the “**Easement Area**”). The Easement shall include the 30-foot-wide existing gravel drive with five feet of open space on either side of said drive for any fencing and gates to allow for free and unobstructed vehicular and pedestrian ingress and egress between the City Parcel and Nelson Road, in common with Grantor and its agents, contractors, and invitees.
2. **Fence and Gate.** The Grantor shall install a fence and gates in the following manner: the fence shall use the area of five feet on either side of the entire length of the existing gravel road within which to place the fence and gates. The fencing should meet DOT spec. 6161.2.2.1.

Two gates should be placed in a located specified by Grantor and agreed upon by City, approximately 800 feet north of the Nelson Rd. right of way, each gate being two 14-foot sections to create a 28-foot opening on each side of said drive, straight across from each other, consisting of typical 6 bar farm gates, colored green. The Grantor agrees to install fencing and gate within 30 days of Closing. The City shall be responsible for the estimated cost of \$50,000 for the fence and gate improvements to be paid at Closing.

3. **Temporary Reservation of Use by Grantor.** The public shall be restricted (the “**Temporary Restriction**”) from the use of the Easement Area until such time that the fence and gate are complete, as set forth in Paragraph 2. Therefore, the use of the Easement Area shall be temporarily restricted to the City and its employees, agents, contractors, vendors, invitees, successors, and assigns, together with the continued use of the Grantor until the completion of the fence and gate improvements, rendering the Temporary Restriction null and void.
4. **Maintenance and Repair of Easement Area.**
 - a. Until such time that the Temporary Restriction becomes null and void, the Easement Area shall be maintained by Grantor at all times in substantially the same condition existing on the Effective Date, subject to temporary closures as may be reasonably necessary to carry out construction and maintenance work in the Easement Area; provided, however, that the City shall be responsible for any maintenance or repairs necessary because of damage to the Easement Area caused by the City and its employees, agents, contractors, vendors and/or invitees.
 - b. After the completion of the fence and gate, causing the Temporary Restriction to become null and void, all maintenance and repairs to the Easement Area shall be shared equally by Grantor and City, with the scope of work for any such maintenance or repair being agreed upon by the Parties in advance of any required work. All maintenance and repair work performed in connection with this Agreement shall be undertaken and completed in a good and workmanlike manner and in accordance with all applicable statutes, laws, ordinances, rules, and regulations. Grantor shall have no obligation to improve the Easement Area beyond the condition in which it exists as of the Effective Date. The City may improve the Easement Area to improve its functionality for the permitted access use, but if the City improves the Easement Area beyond a simple gravel road, then Grantor shall have no further obligation to maintain or repair the Easement Area.
5. **Development Restriction & Agreement Termination.** Grantor hereby imposes a development restriction upon the Grantor Parcel such that no future development of the Grantor Parcel shall be permitted that does not grant to Grantee a public access easement in an alternative location over the Grantor’s Property, or a public street dedication at least 66 feet in width (or less with City prior written approval) over the Grantor’s Parcel to the City Parcel. If this Agreement is not sooner terminated by mutual agreement of the Parcel Owners, it shall be released by an instrument recorded in the Dane County Register of Deeds if the City Parcel obtains alternative direct access to a public right of way, either by use of the Grantor’s Property

other adjacent lands.

6. **Indemnification.** Each Parcel Owner shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and invitees, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and invitees. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
7. **Failure of Performance.** Without limiting any other remedies as set forth in this Agreement below, if a Parcel Owner fails (the “**Defaulting Owner**”) to perform any of its duties or obligations provided under this agreement, the other Parcel Owner (the “**Non-defaulting Owner**”) may at any time give a written notice to the Defaulting Owner setting forth the specific failures to comply with this Agreement. If those failures are not corrected within thirty (30) days after the date of the delivery of the notice (or if such failure is not capable of correction within thirty (30) days, then such longer period of time as may be reasonably necessary to effect such cure provided the defaulting owner promptly commences to correct the failures within the initial thirty (30) days and thereafter to continuously and diligently prosecute them to completion), then, upon the expiration of such thirty (30) days or the failure of the defaulting owner to continuously and diligently prosecute the cure to completion, the Non-defaulting Owner shall have the right to correct the failures, including the right to enter upon the Defaulting Owner’s parcel to correct the failures, and the Defaulting Owner shall pay the costs thereof on demand. The defaulting owner shall pay such amount with interest thereon from the date of demand until paid in full at a rate of ten percent (10%) per annum.
8. **Injunctive and Other Remedies.** In the event of a breach by either party to this Agreement, the non-defaulting party shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other party hereto.
9. **Non-waiver.** No delay or omission by either Party in the exercise of any right accruing upon any default of the other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either Party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and all remedies at law or in equity shall be available.
10. **Binding Effect.** This Agreement shall benefit and bind the Parties and their successors,

assigns and legal representatives. This Agreement and all the provisions hereof shall run with the land so as to be binding upon and inure to the benefit of the Parcel Owners and their successors, assigns, tenants, subtenants and invitees.

11. **Notices.** All notices to be given under the terms of this Agreement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the Parcel Owners specified below. If electing to utilize electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Agreement.

If to Grantor: Madison Crushing & Excavating, Inc
5185 Reiner Road
Madison, WI 53718
Attn: Bill Ziegler
Email: billz@madisoncrushing.com

If to city: City of Madison
Economic Development Division
Office of Real Estate Services
P. O. Box 2983
Madison, WI 53701-2983
mhermann@cityofmadison.com &
ores@cityofmadison.com

With courtesy
Copy to: City Parks Division
Attention: Parks Superintendent
330 E. Lakeside Street
Madison, WI 53715
parks@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 address in substitution of the address shown above to which notices shall be given.

12. **Estoppel Certificate.** Each Parcel Owner, from time to time and upon at least ten (10) days' prior written request by the other Parcel Owner, shall deliver a statement to such other Parcel Owner, or to the person or persons that such other Parcel Owner designates, that this Agreement has not been modified and is in full force and effect, that there is no dispute pending or threatened between the Parcel Owners, and that no Parcel Owner is in default of its obligations hereunder or, in the event any or all of the foregoing statements are not true, the reason or reasons therefor.

13. **Miscellaneous.**

- a. If any provision of this Agreement, or portion thereof, or the application thereof to

any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- b. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.
 - c. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and no third party is intended to, or shall have, any rights hereunder.
 - d. It is the intention of the parties that, notwithstanding the fact that the benefit of the easement herein granted and the fee underlying such easement may be owned by the same person or entity, the easement in each case created hereby shall not merge into such fee.
 - e. This Agreement may be amended, modified, or terminated at any time only by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.
14. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Agreement and the same shall continue to be effective to the fullest extent permitted by law.
15. **Amendment.** This Agreement may not be amended, modified, terminated, or released without the written consent of the Parcel Owners, or their respective successors-in-interest.
16. **Public Record.** This Agreement will be recorded at the office of the Dane County Register of Deeds.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned Parcel Owners has executed this Agreement as of the date set forth above.

MADISON CRUSHING & EXCAVATING, INC

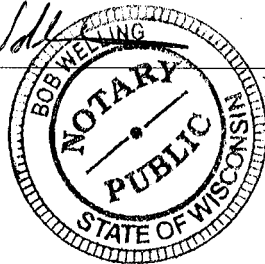
By: William Ziegler
Name: William Ziegler
Its: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
COUNTY OF Dane)

Personally came before me this 18 day of June, 2026,
William Ziegler, to me known to be the President of the
Madison Crushing & Excavating, Inc., and to me known to be the person who executed the foregoing
instrument and acknowledge the same.

[SEAL]



Notary Public Bob Welles

My Commission Expires: 7-15-26

CITY OF MADISON, a Wisconsin municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Lydia McComas, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Lydia McComas, City Clerk, on behalf of the City of Madison, are authenticated on this _____ day of _____, 2026.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-26-_____, File ID No._____, adopted _____, 2026, by the Common Council of the City of Madison.

Drafted by: City's Office of Real Estate Services
Real Estate Project No. 13221

EXHIBIT 1
LEGAL DESCRIPTION OF GRANTOR PARCEL

[FORTHCOMING, BUT THIS WILL BE THE PROPERTY ASSOCIATED WITH DANE COUNTY
TAX PARCEL NO. 014/0810-241-9000-4]

EXHIBIT 2
LEGAL DESCRIPTION OF CITY PARCEL

[FORTHCOMING PENDING SURVEY, BUT THIS WILL BE THE PROPERTY DESCRIBED IN EXHIBIT A TO THE OFFER TO WHICH THIS INSTRUMENT IS ATTACHED AS AN EXHIBIT]

EXHIBIT 3
GRAPHIC DEPICTION OF GRANTOR PARCEL, CITY PARCEL & EASEMENT
AREA

[TO BE REPLACED BY SURVEY IN RECORDABLE FORMAT PER DANE COUNTY
REGISTER OF DEEDS]

