

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 **Starkweather, LLC** a Wisconsin limited liability company, or their 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”) 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”) Seller’s fee simple interest of lots 6, 9, 10 & 13 to the real property located at 3450 Milwaukee Street in the City of Madison, Wisconsin, together with all improvements located thereon (collectively, the “Property”), as legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. Effective Date. The “Effective Date” shall be the date first stated above.
3. Purchase Price. The total purchase price of the Property shall be Four Million One Hundred Sixty-Five Thousand Dollars (\$4,165,000) (the “Purchase Price”). The Buyer shall pay the Purchase Price 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. Earnest Money. The Buyer will deposit with First American Title Insurance Company, 25 West Madison Street, Suite 400, Madison, WI (the “Title Company”), Twenty-Five Thousand Dollars (\$25,000.00) as “Earnest Money” within ten (10) days of the Effective Date, which will be non-refundable except that the Earnest Money shall be forfeited by Seller and returned to the Buyer: (1) if the Seller defaults on the terms of this Agreement; or (2) this Agreement is terminated pursuant to any of the contingencies described in Paragraphs 8, 9, 10, or 11. The Earnest Money shall be applied toward the Purchase Price at Closing in accordance with Paragraph 3 [.
6. Delivery of Documents. The Seller shall, within (5) business days after the Seller’s execution of this Agreement, provide the Buyer with complete copies of all documents in the Seller’s actual possession or control relating to the physical and environmental condition of the Property.
7. Limited Representations and Warranties; AS-IS Condition. Except as otherwise provided in this Agreement, 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 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.

8. Due Diligence Period. The Buyer shall have ninety (90) days from the Effective Date (the “Due Diligence Period”) to review, test and inspect all aspects of the Property, at its sole cost and expense. If within the Due Diligence Period, the Buyer determines, in its sole discretion, that it does not desire to purchase the Property because of one of the contingencies set forth in Paragraphs 9, 10, or 11 below, the Buyer may provide written notice to the Seller of such desire, and this Agreement shall terminate immediately. If the Buyer does not provide written notice terminating this Agreement on or prior to the ninetieth day (90th) day of the Due Diligence Period, this Agreement shall remain in full force and effect.

The Due Diligence Period in this Agreement may be extended upon written agreement of the Parties.

- a. Environmental Contamination by Seller. Provided Buyer does not exercise its right to terminate this Agreement during the Due Diligence Period, Seller shall remain solely responsible for the remediation of any environmental contamination located on the Property caused by Seller or its agents prior to Closing (but not including environmental contamination that existed prior to the date the Seller acquired the Property). Buyer may require Seller to perform any such environmental remediation before proceeding to Closing, and Seller’s obligation to remediate under this Paragraph 8.a. shall survive Closing.
9. Inspections and Testing. The Buyer and the Buyer’s authorized agents, contractors, and engineers shall be permitted access to the Property for the purpose of conducting inspections and testing, including, but not limited to, Phase 1 or 2 Environmental Site Assessment reports (“ESA”) and related testing, soils testing and any other inspections or testing deemed necessary by the Buyer. Access shall be at reasonable times with advance notice to the Seller.

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. 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 and Buyer shall be entitled to a refund of all Earnest Money. The Buyer shall repair, at its sole cost and expense, all damages caused by any of its assessments and inspections so that the condition of the Property is returned to as good or better condition as existed prior to the assessment(s) and inspections.

In addition to environmental testing during the Due Diligence Period, Buyer shall have the right, at Buyer’s own cost, to update the Phase 1 ESA report prior to Closing as may be necessary for liability purposes under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), other state or federal environmental statutes or regulations, or due to environmental contamination caused by Seller as contemplated by Paragraph 8.a.. In the event the updated Phase 1 ESA recommends an updated Phase 2 ESA

or a hazardous building materials survey (“Additional Assessments”), Buyer may, at Buyer’s cost, obtain such Additional Assessments, each in a form reasonably acceptable to Buyer.

10. Title Insurance. Seller shall provide to the Buyer, at the Seller’s expense, within fifteen (15) days of the Effective Date, a commitment from First American Title Insurance 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”). 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 Buyer (the “Permitted Exceptions”).

Buyer shall notify Seller of any objection to title in writing, no later than forty-five (45) days of actual receipt of the Commitment and all applicable documents, including but not limited to any survey and Schedule B Part II exception documents (collectively, the “Title Evidence”). Seller shall have reasonable time, but not to exceed thirty (30) days, to remove objections and Closing shall be extended as necessary for this purpose. Buyer shall have the continuing right to object in writing to revisions to the Commitment and Title Evidence as the same may be revised or endorsed by the Title Company.

Should Seller be unable or unwilling to remove an objection to which Buyer is unwilling to waive, this Agreement shall be null and void. Seller shall ensure that all mortgages and other monetary liens to which the Property are subject are released and discharged prior to or at Closing. Between the effective date of the Commitment and Closing, Seller shall not place any additional encumbrances against the Property (except for such encumbrances that Seller shall remove at or prior to Closing or easements mutually acceptable to both parties).

The Buyer acknowledges that Seller intends to record against the Property prior to Closing an assessment agreement for future improvements to Milwaukee Street such that each lot in the Starkweather Plat shall pay it prorata share based on lot square footage of any assessments or levies arising from the pending reconstruction of Milwaukee Street.

11. Buyer’s Contingencies for Closing. Prior to Closing, the contingencies listed below shall have been met. If the contingencies have not been met by December 31, 2026, the Seller and Buyer may, in their respective sole direction, agree to extend this contingency date, or either party may terminate this Agreement.
 - a. Common Council Authorization. Prior to Closing, the Buyer shall obtain from the City of Madison Common Council, budget authorization for \$4,165,000 to purchase the Property and authorizing the execution of this Agreement by the Buyer.
 - b. Installation of Infrastructure Improvements. Prior to Closing, the Seller shall have completed the installation of all necessary infrastructure to serve the Property, including fully improved roads, sanitary sewer, stormwater, water service, gas and electric service, phone, and cable (the “Infrastructure Improvements”), and any of the

Infrastructure Improvements subject to a Contract for the Construction of Public Improvements between Seller and the City of Madison shall have been accepted by the City of Madison City Engineer.

- c. Access Easement. Buyer and Seller shall have mutually agreed upon the form of an easement granting to the Buyer a thirty foot (30') wide access easement centered on the common boundary of Lot 6 and Lot 7 to provide access to Lot 6 and Lot 7 (the "Access Easement"). The improvements providing vehicular access over said Access Easement shall be constructed and maintained by the owner of Lot 7 with a right of contribution from the ultimate owner/developer of Lot 6 as set forth in the Access Easement. The Access Easement shall be recorded at Closing.

12. Closing.

- a. Closing shall occur on or before thirty (30) days from: (a) the date that the City Engineer accepts the Infrastructure Improvements contemplated by Paragraph 11.b. herein ; 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, at the office of the Title Company, unless the Parties agree in writing to an alternate Closing location.
- a. 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 Permitted Exceptions.
- b. 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.
- c. 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.
- d. The Seller shall be responsible for the payment of any existing special or area assessments, sewer interceptor charges, municipal bills, or any other charges payable to any municipality or utility with regard to the Property as of the date of Closing.
- e. The Seller shall pay any fees related to the Wisconsin Real Estate Transfer fee.
- f. The Title Company shall prepare and deliver at Closing the Wisconsin Transfer Return due in connection with conveyance of the Property.
- g. All costs charged by the Title Company to facilitate Closing shall be prorated equally between the Parties.

- h. The Seller shall pay any and all broker commissions or fees due in connection with the sale of the Property. Buyer represents and warrants that no party has a claim for a broker commission or fee through the actions of Buyer.
13. Seller's Representations. The Seller warrants and represents the following to the best of its actual knowledge:
- a. Environmental. Seller has no notice or knowledge that there is now, or ever has been, present in, on or under the Property any above-ground or underground storage tank(s) used for the storage of petroleum, petroleum by-products or other Hazardous Substances or any Hazardous Substances present in, on, or under the Property in violation of any applicable federal, state, or local environmental law. For purposes of this Agreement, Hazardous Substances shall mean: any substance discharged, spilled or otherwise released which is designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any applicable law currently in effect as of the Effective Date; petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; PCBs; lead; friable asbestos; flammable explosives; infectious materials; or radioactive materials
 - b. 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.
 - c. No Adverse Possessors. There are no parties in possession of any portion of the Property as tenants at sufferance or trespassers.
 - d. 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, from the Effective Date through the date of Closing, without the prior written consent of the Buyer.
 - e. Exclusive Right. The Buyer shall have the exclusive right to negotiate with the Seller concerning acquisition of the Property and the Seller agrees that it shall not directly or indirectly solicit or entertain any other proposals for such acquisition of the Property from the date of execution of this Agreement until Closing, unless otherwise released by the Buyer ("Exclusive Right"). The Seller recognizes that in consideration of the Exclusive Right, the Buyer is diligently pursuing approval of this Agreement and is expending both time and money to achieve such approval. It is therefore agreed that the Exclusive Right cannot be challenged due to a lack of consideration. This provision shall be effective and in full force upon signature of this Agreement by the Seller.
 - f. Authority. Seller represents that it has the power and authority to sell, transfer and convey the property to Buyer, and those persons signing below on behalf of Seller personally warrant that they have the authority to act as Seller's agent or agents in the sale for the transfer and conveyance of the property by the Deed to Buyer. Seller shall

provide Buyer with documents evidencing that the sale of the Property has been properly authorized by Seller no later than ten (10) days after the Effective Date.

14. 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. Governing Law. 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.

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

BUYER: CITY OF MADISON

By: _____ Date: _____

Name: Satya Rhodes-Conway
Title: Mayor

By: _____ Date: _____

Name: Lydia A. McComas
Title: City Clerk

Approved:

Approved:

David Schmiedicke, Finance Director Date

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-25-_____, File I.D. No. _____, adopted by the Common Council of the City of Madison on the _____ day of _____ 202_.

Drafted by the City of Madison Office of Real Estate Services

Project No. 13096

Signatures continue on the following page

Exhibit A
Legal Description of Property

LOTS 6, 9, 10, AND 13 OF THE STARKWEATHER PLAT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN DANE COUNTY, WISCONSIN, RECORDED ON OCTOBER 09, 2025 IN VOLUME 62-040A, PAGES 213-219, AS DOCUMENT NO. 6056273, SAID PLAT BEING A PART OF LOTS 21 AND 22, AND ALL OF LOT 23, SAUTHOFF PLAT AND ALSO PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 05 AND PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 04, ALL IN TOWNSHIP 07 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

Exhibit B Depiction of the Property

