



Legislation Details (With Text)

File #: 18116 **Version:** 1 **Name:** 8372 Central Park Offer to Gift Real Estate
Type: Resolution **Status:** Passed
File created: 4/13/2010 **In control:** BOARD OF ESTIMATES (ended 4/2017)
On agenda: 5/18/2010 **Final action:** 5/18/2010
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Title: Authorizing the execution of an Offer to Gift Real Estate between the City of Madison and the Center for Resilient Cities and Central Park Skate, LLC for two parcels located at 201 South Ingersoll Street and 215 South Brearly Street for the future Central Park.

Sponsors: David J. Cieslewicz, Marsha A. Rummel

Indexes:

Code sections:

Attachments: 1. 8372 Central Park Offer to Gift RE Resolution Exhibit.pdf

Date	Ver.	Action By	Action	Result
5/18/2010	1	COMMON COUNCIL	Adopt	Pass
5/12/2010	1	BOARD OF PARK COMMISSIONERS	Return to Lead with the Recommendation for Approval	
5/10/2010	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
4/26/2010	1	PLAN COMMISSION	Return to Lead with the Recommendation for Approval	Pass
4/20/2010	1	BOARD OF ESTIMATES (ended 4/2017)	Refer	
4/20/2010	1	BOARD OF ESTIMATES (ended 4/2017)	Refer	
4/20/2010	1	COMMON COUNCIL	Referred	Pass
4/13/2010	1	Community and Economic Development Unit	Referred for Introduction	

Fiscal Note

This resolution authorizes the acceptance of two parcels of land for the Central Park project. As the parcels are to be accepted as gifts, no funding is required for land acquisition costs. Some miscellaneous costs will be associated with acquisition of the land. Under the terms of the Offer, the City will obtain title insurance at its cost (Section 4). The estimated cost for both parcels is \$1,000. Section 7.c requires the City to pay any and all closing costs including up to \$3,000 towards the Grantor’s attorney’s fee. Other closing fees should not exceed \$2,000. The Parks Division will also incur modest operating costs for mowing and basic upkeep of the park.

The largest potential fiscal impact is related to environmental remediation of the two sites. As noted in Section 5, the City will take responsibility for the ongoing remediation of the Brearly Street site. This remediation is currently being funded through the State’s Petroleum Environmental Clean-up Fund (PECFA) Account. The rights for this PECFA funding will be assigned to the City, and would include a 5% deductible requirement to be paid by the City. Remediation of the site began in 1995, and the Department of Commerce has paid for \$370,500 of cleanup costs so far. At this time, additional costs for site remediation remain unknown. The latest round of sampling in 2009 indicated that the groundwater is still contaminated, and a contaminant was present in one of the wells. In addition, 16 surface soil samples showed that part of the site

exceeds direct contact standards. The City has the right to conduct its own environmental investigations including issues related to the PECFA funding, and if not satisfied can be released from the agreement. Staff from the Engineering Division are currently investigating the potential remediation issues, and are recommending a Phase 1 Environmental Site Assessment of the Brearly property.

Funding for capital related costs is available in the 2010 Engineering - Other Projects Capital Budget, Project #11 "Central Park". Funding for mowing and basic maintenance is included in the 2010 Parks Operating Budget. Additional funding for development and maintenance will be requested in future year capital and operating budgets. No additional appropriation is required in 2010.

Title

Authorizing the execution of an Offer to Gift Real Estate between the City of Madison and the Center for Resilient Cities and Central Park Skate, LLC for two parcels located at 201 South Ingersoll Street and 215 South Brearly Street for the future Central Park.

Body

The Common Council adopted a resolution (File ID: 17568) on April 20, 2010 that authorized the Mayor and City Clerk to enter into a Memorandum of Understanding with the Center for Resilient Cities, Inc. and Central Park Skate, LLC (collectively the "Grantors") that provides the terms of City park operations on lands to be gifted to the City by the Grantors for the future Central Park. The lands to be gifted by the Grantors are located at 201 South Ingersoll Street and 215 South Brearly Street (collectively the "Properties"). The terms of an Offer to Gift Real Estate (the "Offer") have been negotiated between the City and the Grantors. This resolution will authorize the execution of the Offer which will provide for the gift of the Properties to the City.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison (the "Council") hereby authorizes the Mayor and City Clerk to execute an Offer to Gift Real Estate with The Center for Resilient Cities, Inc. ("CFRC") and Central Park Skate, LLC ("CPS") (collectively, the "Grantors") for their property located at 201 South Ingersoll Street (the "Ingersoll Property") and 215 South Brearly Street (the "Brearly Property") (collectively the "Properties"), as legally described on the attached Exhibits A-1 and A-2 and shown on the attached map, for the proposed Central Park, on the following terms and conditions:

1. Description. The Grantors agree to gift to the City, and the City agrees to accept from Grantors, the Properties.
2. No Personal Property. The transaction contemplated by the Offer does not include any personal property.
3. Stewardship Grant and Evjue Foundation. The City acknowledges that the Ingersoll Property is subject to a Stewardship Grant and Management Contract dated May 14, 2003, with the Wisconsin Department of Natural Resources (the "DNR"). As a result, the Grantors' obligations hereunder are contingent upon, and City agrees to execute and deliver, an Assignment of Stewardship Grant and Management Contract with the DNR on or prior to closing (the "**Grant Assumption**"). The Grantors' obligations hereunder are further contingent upon the Evjue Foundation, Inc. agreeing to forgive any and all amounts owed it by CFRC upon the transfer of the Ingersoll Property to the City. In the event the Evjue Foundation, Inc. does not agree to such forgiveness in writing on or before 5:00 p.m. thirty (30) days after acceptance of this Offer pursuant to Section 15 below, this Offer shall become null and void and be of no further force or effect.
4. Title Insurance. The City may obtain, at its expense, a commitment from a title insurance company licensed in Wisconsin to issue title insurance policies. The City shall promptly provide Grantors with copies of such commitments, showing title to the Properties. The City shall notify Grantors in writing (the "**Notice**") of any objections to title on or before 5:00 p.m. thirty (30) days after acceptance pursuant to Section 15 below. If the Grantors fail on within fifteen (15) days of their receipt of the Notice (the "**Title Clearance Date**") to reasonably demonstrate to City that the objectionable exceptions have been

removed, or in the alternative, that Grantors have obtained a commitment for title indemnification or title insurance over such exceptions, then the City shall have the option (the “**Title Election**”) to either (i) terminate this Offer as to both Properties (but not as one or the other, singly) whereupon the parties hereto shall have no further obligations hereunder (except for obligations which are expressly intended to survive the termination of this Offer) or (ii) proceed with Closing and take title subject to the objected items. If the City fails to notify Grantors of its Title Election within ten (10) days of the Title Clearance Date, the City shall be deemed to have waived its rights to terminate this Offer. The provisions of this Section 4 shall survive the termination of this Offer or the closing of the transactions contemplated hereunder.

5. Contingency Regarding Environmental Conditions. Within ten (10) days of this Offer’s acceptance pursuant to Section 15 below, Grantors agree to make available to City for review and copying by City any and all environmental studies, permits, applications, remediation plans or assessments of the Properties in Grantors’ possession or control. The City and its agents shall have the right to conduct investigations and inspections relating to environmental conditions of the Properties, including, site assessments and surveys as the City deems reasonably necessary. Notwithstanding the foregoing, City may not conduct any testing of the Properties’ soil or groundwater without Grantors’ consent, which consent the Grantors may withhold in their sole and absolute discretion. The City acknowledges and agrees that Hazardous Substances (as defined herein) may be present on the Properties. Furthermore, the City acknowledges that (A) the Brearly Property is the subject of an open enforcement action brought by the DNR and (B) the Ingersoll Property is subject to deed restrictions recorded as document #4321574, document #3730755 and document #3294449 with the Dane County Recorder’s office (the “**Deed Restrictions**”). Funds for the remediation of the Brearly Property are currently being provided through the State of Wisconsin’s Petroleum Environmental Clean-up Fund Account (“**PECFA**”). As is more fully set forth below, at the closing CPS will assign to the City any and all its rights with regard to the PECFA funds available for the remediation of the Brearly Property. In the event the City is not satisfied with the results of its environmental investigations, the City may terminate this Offer as to both Properties (but not as one or the other, singly) by providing a written notice of its election to terminate to Grantors on or before 5:00 p.m. sixty (60) days after acceptance of this Offer pursuant to Section 15 below, whereupon the parties hereto shall have no further obligations hereunder (except for obligations which are expressly intended to survive the termination of this Offer). In the event the City makes no written objections on or before 5:00 p.m. sixty (60) days after acceptance of this Offer pursuant to Section 15 below, this contingency shall be deemed waived.

6. Condition of Real Estate. Grantors hereby represent and warrant to the City that, to the actual knowledge of the Grantors, without investigation or inquiry, that:

- a. Grantors have all necessary power and authority to enter into this Offer and to consummate all of the transactions contemplated herein. This Offer and all documents to be executed by Grantors and delivered to City hereunder (A) are and will be the legal, valid and binding obligations of Grantors, enforceable in accordance with their terms, (B) do not or will not contravene any existing laws and regulations applicable to Grantors or the Properties and (C) will not conflict with or result in a violation of any agreement, instrument, order, writ, judgment or decree to which the Grantors are party or are subject or which governs the Properties;
- b. Grantors have fee simple title to the Properties as of the date of this Offer free and clear of any and all monetary liens or encumbrances; the City shall have fee simple title to the Properties as of the closing date; Grantors have no homestead rights in the Properties; and except as contained in the Deed Restrictions, no other person or entity has any right of first refusal, option or similar rights to acquire any interest in the Properties or any part thereof;
- c. Grantors have paid all taxes due and owing which if not paid could constitute a lien on the

Properties or impose liability on City; and

- d. There are no persons in possession or occupancy of the Properties, or any part thereof, nor are there any persons who have possessory rights with respect to the Properties or any part thereof.

The City agrees to indemnify and hold Grantors, their officers, directors, employees, successors, assigns and agents, harmless from and against any and all losses, claims, damages, liabilities, expenses (including without limitation attorneys' fees and costs), fees, actions or rights of action incurred by Grantors as a result of or arising, directly or indirectly, from the City's inspections and investigations of the Properties. It is understood and agreed that, except as expressly provided in this Section 6, Grantors are not making any, and specifically disclaim all, representations and warranties with respect to the Properties, including, without limitation, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, operating history, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Properties, including, but not limited to, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use. City has not relied upon and will not rely upon, *either directly or indirectly*, any representation or warranty of Grantors or any agent of Grantors unless expressly set forth in this Offer. City acknowledges and agrees that upon Closing, the Grantors shall transfer and convey to City and City shall accept the Properties "AS IS, WHERE IS" with all faults. City further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Properties by Grantors, any agent of Grantors or any third party. The City hereby agrees upon the Closing to release Grantors and to waive any and all future claims it may have against Grantors as a result of the Properties. City further waives any rights and agrees not to assert any claims for contribution, cost recovery or otherwise, against Grantors, relating directly or indirectly to the existence of Hazardous Substances on, or environmental conditions of, the Properties whether known or unknown. The terms and conditions of this Section 6 shall expressly survive Closing and the delivery of deed hereunder and shall be incorporated into the deed.

7. Closing.

- a. This transaction is to be closed on or before ninety (90) days after acceptance of this Offer pursuant to Section 15 below, at the office of the title insurance company issuing the commitment for title insurance, unless the parties agree in writing to another date or place.
- b. The Grantors agree to execute and deliver to the City at closing a quit claim deed conveying the Properties to the City 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 and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing. Notwithstanding the foregoing,
 - i. The Ingersoll Property shall be transferred subject to the following restriction which shall be contained in the deed: "This property is subject to Deed Restrictions in favor of the Wisconsin Department of Natural Resources recorded as document #3294449, document #373055 and document #4321574 with the Dane County Recorders Office."
 - ii. The Properties shall also be subject to the following use restrictions contained in the deeds: "The property is to be set apart, dedicated, treated and maintained by the City of Madison exclusively as a public park or open space for the benefit of the general public. The property, or any part of the property, must never be transferred, sold, or exchanged by the City. The City shall provide sufficient funds for the proper maintenance of the property as park or open space. These covenants may be enforced by CFRC, its successors and assigns."
- c. The City shall pay any and all the costs of closing, including but not limited to Three Thousand and No/100 Dollars (\$3,000) towards Grantor's attorneys' fees, recording and filing fees,

escrow closing fees, surveys expenses, the costs of all the City's investigations, title commitment fees or fees for the title policy and any endorsements (except that the Grantors shall pay the recording, filing fees and any endorsement fees filed in order to cause title to the Properties to be clear of any defects which the Grantors elect to cure pursuant to Section 4 above).

- d. The Properties are tax exempt; therefore, no proration of real estate taxes shall be required. The Grantors shall be responsible for any and all installments of special assessments, area assessments, connection charges, interceptor charges or any other charges due to any municipality or utility with regard to the Properties as of the date of closing. Any other items which are customarily prorated in a transfer of the type contemplated hereunder shall be prorated as of the closing date.
 - e. On the closing date, CPS and/or CFRC as the case may be shall deliver the following documents (the "**Closing Documents**") to City, in form and substance reasonably acceptable to City all duly executed, where appropriate, each of which shall be a condition precedent to the City's obligation to close the transaction contemplated by this Agreement: (a) quitclaim deeds as described in Section 7(b) above; (b) an owners affidavit for the title company executed by the appropriate Grantors; (c) Grantors' counterpart of a closing and proration statement, (d) a certification of non-foreign status satisfying Section 1445 of the Internal Revenue Code, executed by Grantors; (e) executed counterparts of real estate transfer declarations executed on behalf of Grantors; (f) a gap undertaking, executed by Grantors; and (h) such other documents, instruments, consents or agreements as may be reasonably requested by (I) the City, in order to consummate this Offer or (II) the title company or the escrow agent, in order to issue the title policy, in the form and with the endorsements required by this Offer and to otherwise consummate the Closing.
 - f. On the closing date, the City shall deliver the following to Grantors, in form and substance reasonably acceptable to Grantors, all duly executed where appropriate, each of which shall be a condition precedent to Grantors' obligation to close the transaction contemplated by this Offer: (A) the Grant Assumption executed by the City and the DNR; (B) executed counterparts of the real estate transfer declarations described above; (C) counterparts of the closing and proration statement, executed by the City; and (D) such other documents, instruments or agreements as may be reasonably requested by (i) the Grantors in order to consummate this Offer or (ii) the title company or the escrow agent to otherwise consummate the Closing.
8. Gift. The Grantors hereby agree to transfer and gift the Properties to the City for no monetary consideration. The parties acknowledge and agree that the Grantors purchased the property located at 201 South Ingersoll Street for \$609,000 and the property located at 215 S. Brearly Street for \$115,000. The parties hereby agree that this Offer is supported by material consideration. The parties hereby agree that this Offer is supported by material consideration. For instance, the City and Grantors acknowledge that City will expend material sums of money in reliance on Grantors' obligations under this Offer in connection with negotiating and executing this Offer, conducting the inspections contemplated by this Offer, and preparing for closing. Likewise the City and Grantors acknowledge that the Grantors will expend material sums of money in connection with negotiating and executing this Offer and preparing for closing. Furthermore, in making this gift, the Grantors are relying on City's agreement, among other things, to assume any and all obligations with regard to Hazardous Substances on the Properties. City and Grantors, therefore, agree that adequate consideration exists to support the parties' obligations under this Offer, and the Grantors and City waive any and all rights to challenge the enforceability of this Offer on the basis of any lack of consideration or on the basis that any of the agreements contained herein are illusory.

9. Environmental Covenants. In the event the City elects to accept title to the Properties hereunder, the City agrees with CPS to undertake the continued remediation of the Hazardous Substances on the Brearly Property, including but not limited to those actions as may be necessary to receive the PECFA funds. Upon the closing of the transfer from CPS to the City, the City shall become the responsible party for the payment of costs incurred from and after closing and for the receipt of the PECFA award for those costs expended after closing as provided by Wis. Admin. Code. Comm. 47.50. At closing, CPS agrees to assign to the City its rights to receive PECFA funds for costs incurred after closing and, if elected by the City, to assign all existing contracts connected with the Brearly Property's remediation. Said remediation shall be conducted in accordance with any applicable rules and regulations. The City agrees to promptly forward to CPS and PECFA funds it receives which are allocable to remediation expenses incurred by CPS prior to closing. The following obligations survive closing and govern the parties rights and obligations with respect to environmental remediation and rights to reimbursement under the PECFA:

- a. Upon closing the City shall be the responsible party to undertake the remediation of the Brearly Property in accordance with any applicable state rules and regulations.
- b. CPS shall be responsible for costs and invoices for work approved by CPS and/or performed prior to the date of closing, regardless of when the work is invoiced. City shall be responsible for costs and invoices for work performed on or after the date of closing.
- c. CPS and the City agree to notify the Department of Commerce pursuant to Wis. Admin Code § Comm 47.50(1) that the Brearly Property is being transferred to the City, that the City is responsible for the payment of costs incurred as of the date of closing and that City is to be the recipient of the full amount of all PECFA awards applicable to work done after the closing.
- d. CPS has a contract with Metco, Inc. to undertake the scope of work in accordance with a bid approved by the Department of Commerce (the "**Metco Contract**"). Upon the closing, CPS shall terminate the Metco Contract, and City shall enter into a new contract with Metco, or such other contractor as the City may elect, to undertake the remaining tasks under the terms and scope of work approved by the Department of Commerce.
- e. The City shall be the recipient of the PECFA award; but City agrees to reimburse CPS to the extent that costs paid by CPS prior to closing are reimbursed by PECFA proceeds paid to City.

From and after Closing, the City shall release the Grantors, their directors, officers, employees, agents, successors and assigns, from and against any and all claims, losses, damages, costs, expenses, or liabilities directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence of Hazardous Substances on, under, or about the Properties, including without limitation: (a) all consequential damages, (b) the cost of any required or necessary repair, cleanup, or detoxification of the Properties and the preparation and implementation or any closure, remedial or other required plans, and (c) all reasonable costs and expenses incurred by the Grantors in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees. The terms and provisions of this Section 9 shall survive the closing of the transaction contemplated herein.

10. Default. If Grantors default hereunder and fails to cure such default within five (5) days after written notice of such default, or if the representations and warranties set forth in this Offer shall not be true and correct in all material respects on the date of this Offer, the City may, as its sole and exclusive remedies, either (a) terminate this Offer, in which case neither party shall have any further rights or obligations hereunder or (b) pursue specific performance of this Offer, together with the costs of enforcing, by specific performance, this Offer. If the City defaults hereunder and fails to cure such default within five (5) days of written notice of such default, the Grantors may as their sole and

exclusive remedies, either (a) terminate this Offer, in which case the parties shall have any further rights or obligations hereunder or (b) pursue specific performance of this Offer, together with the costs of enforcing, by specific performance, this Offer. Notwithstanding the foregoing, the parties must terminate this Offer or seek specific performance as to both the Ingersoll Property and the Brearly Property. Grantors are two separate and distinct entities. The rights obligations of CPS under this Offer with regard to the Brearly Property have not been and are not assumed by or granted to CFRC. The rights and obligation of CFRC under this Offer with regard to the Ingersoll Property have not been and are not assumed by or granted to CPS.

11. Notices. Any notice, demand, request or other communication which the parties hereto may be required or may desire to give under this Offer shall be in writing and shall be deemed to have been properly given if (a) hand delivered (effective upon delivery), (b) mailed (effective three (3) days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested, or (c) sent by a nationally recognized overnight delivery service (effective one (1) day after delivery to such courier), in each case, addressed as follows:

To the Grantors: Central Park Skate, LLC
C/o Thomas Dunbar, Executive Director
Center for Resilient Cities, Inc.
200 North Blount Street
Madison, WI 53703

With a copy to: Douglas S. Buck
Foley & Lardner LLP
P. O. Box 1497
150 East Gilman Street
Madison, WI 53701-1497

To the City: Real Estate Manager
City of Madison
Post Office Box 2983
Madison, WI 53701-2983

12. Recognition. The City will give the Grantors appropriate public recognition for their gift of the Properties and agrees to recognize the Grantors (as well as any donors secured by Grantors to fund the maintenance and upkeep of the Properties) in publicity and printed materials as may be reasonably request by the Grantors.
13. Brokers. The parties represent and warrant to each other that they have not dealt with any brokers or other third parties who are, or could be, entitled to any brokerage fees, commissions or other payments as a result of this Offer. The parties shall indemnify, defend and hold each other harmless from and against any and all costs, expenses, fees (including attorneys' fees), commissions or other payments which are claimed, awarded or due to any third party claiming through such party.
14. Hazardous Substances. "**Hazardous Substances**" as used herein means (I) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, polychlorinated biphenyls or radon gas and (II) any chemicals, materials or substances defined as or included in the definitions of "hazardous substances," "hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "bio-hazard," "biological waste," "medical waste" or words of similar import, under any applicable federal, state or local environmental

safety or health laws, ordinances, rules of common law, regulations or directives.

15. Acceptance. Acceptance of the Offer may occur upon approval by the Common Council of the City of Madison and execution by authorized City officials. The Grantors will receive notification of acceptance of the Offer by the City delivering or mailing via certified mail, return receipt requested, a fully-executed original of the Offer to the Grantors at any time on or before June 10, 2010, or such other date agreed to by the parties, whereupon the Offer and the acceptance thereof shall become a binding contract. If the City does not accept the Offer within the prescribed time period, the Offer shall become null and void and be of no further force or effect.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign any and all documents that are necessary to complete the transaction contemplated in this resolution.

EXHIBIT A-1

PARCEL A: A parcel of land being part of Block 185, Madison according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin, to wit:

Commencing at the most Westerly corner of said Block 185; thence S44°57'27"E, 13.40 feet to the point of beginning; thence N44°58'38"E, 594.83 feet; thence S45°04'40"E, 105.61 feet to a point of curve; thence Southwesterly along a curve to the right which has a radius of 2,834.04 feet and a chord which bears S37°40'21"W, 600.01 feet; thence N44°57'26"W, 181.90 feet to the point of beginning.

PARCEL B: A parcel of land being part of Block 199 and 200, Madison, according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin, to-wit:

Beginning at the most Westerly corner of said Block 199 and 200; thence N44°58'38"E, 311.42 feet to a point on a curve; thence Southwesterly along a curve to the right which has a radius of 2,441.67 feet and a chord which bears S25°03'27"W, 172.93 feet to a point of compound curve; thence continuing Southwesterly along a curve to the right which has a radius of 2,834.04 feet and a chord which bears S28°39'14"W, 154.99 feet thence N45°04'40"W, 102.48 feet to the point of beginning.

PARCEL C: Part of vacated South Few Street, Madison, according to the recorded plat thereof, in the City of Madison, Dane County, Wisconsin, described as follows:

Commencing at the North corner of Lot 9, Block 185, of the Original Plat of the City of Madison, said North corner being the intersection of the Southeast right-of-way line of Railroad Street as platted in said Original Plat and the Southwest right-of-way line of South Few Street as platted in said Original Plat; thence S45°04'40"E, 13.40 feet on said Southwest right-of-way line to the point of beginning; thence N44°58'38"E, 33.00 feet to the centerline of said South Few Street; thence N45°04'40"W, 13.40 feet on said centerline to said Southeast right-of-way line of Railroad Street thence N44°58'38"E, 33.00 feet on said Southeast right-of-way line to the West corner of Lot 1, Block 199-200, of said Original Plat and the Northeast right-of-way line of said South Few Street; thence S45°04'40"E, 102.48 feet on said Northeast right-of-way line to the point of intersection with the Northwest right-of-way line of the Chicago & Northwestern Railroad and a point of curve; thence on a curve to the right convex to the Southeast, having a radius of 2,834.04 feet and a long chord that bears S30°57'49"W, 68.02 feet on said Northwest right-of-way line of said railroad to the Southwest right-of-way line of said South Few Street at the point of intersection with said Northwest right-of-way line of said railroad; thence N45°04'40"W, 105.61 feet on said Southwest right-of-way line of said South Few Street to the point

of beginning.

PARCEL D: A parcel of land being part of Block 185, Original Plat, City of Madison, Dane County, Wisconsin, to-wit:

Beginning at the most Westerly corner of said Block 185; thence N44°58'38"E, 594.83 feet to the most Northerly corner of Block 185; thence along the Southwest right-of-way line of South Few Street S45°04'40"E, 13.40 feet; thence S44°58'38"W, 594.83 feet to the Northeast right-of-way line of South Ingersoll Street; thence along the Northeast right-of-way line of said street N44°57'26"W, 13.40 feet to the point of beginning. This parcel contains 7,974.00 square feet, 0.183 acres.

PARCEL E: A parcel of land being part of Block 185, Original Plat, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the most Westerly corner of said Block 185 of the Original Plat; thence S44°57'26"E, 195.30 feet to a point on a curve and the point of beginning; thence Northeasterly along a curve to the left which has a radius of 2,834.04 feet and a chord which bears N37°40'21"E, 600.01 feet to the Southwest right-of-way line of South Few Street; thence along said right-of-way line S45°04'40"E, 11.34 feet to a point on a curve; thence Southwesterly along a curve to the right which has a radius of 2,845.04 feet and a chord which bears S37°42'05"W, 600.00 feet to the Northeast right-of-way line of South Ingersoll Street; thence along said right-of-way line N44°57'26"W, 11.00 feet to the point of beginning. This parcel contains 6,637.52 square feet, 0.152 acres.

PARCEL F: A parcel of land being part of Block 199-200, Original Plat, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the most Westerly corner of said Block 199-200 of the Original Plat; thence S45°04'40"E, 102.48 feet to a point on a curve and the point of beginning; thence Northeasterly along a curve to the left which has a radius of 2,834.04 feet and a chord which bears N28°39'14"E, 154.99 feet to a point of compound curve; thence continuing Northeasterly along a curve to the left which has a radius of 2,441.67 feet and a chord which bears N25°03'27"E, 172.93 feet to the Southeast right-of-way of Railroad Street; thence along said line which bears N44°58'38"E, 29.59 feet to a point on a curve; thence Southwesterly along a curve to the right which has a radius of 2,452.67 feet and a chord which bears S24°44'35"W, 200.62 feet to a point of compound curve; thence continuing Southwesterly along a curve to the right which has a radius of 2,845.04 feet and a chord which bears S28°40'58"W, 158.47 feet to the Northeast right-of-way line of South Few Street; thence along said right-of-way line N45°04'40"W, 11.37 feet to the point of beginning. This parcel contains 3,674.89 square feet, 0.084 acres. **EXHIBIT A-2**

Part of Lots 1, 2, 3, 4, 15, 16, 17, and 18, Block 173, Original Plat, in the City of Madison, Dane County, Wisconsin, which is more fully described as follows:

Commencing at the most Westerly corner of said Block 173; thence S45°00' East, along the Southwest line of said Block 45.55 feet to a point which is 9.0 feet Southeast of the centerline of the Chicago and Northwestern Railway Company Spur Track I.C.C. No. 82, measured at right angles to said track, and the point of beginning of this description; thence continue S45°00' East, along said Southwest line of Block 173, 149.6 feet to a point which is 44.0 feet Northwesterly from the centerline of the Eastbound Main Track of the Chicago and Northwestern Railway Company, measured at right angles to said main track; thence N45°00' East, parallel to said centerline of main track, 240.0 feet; thence N45°00' West 160.35 feet to a point which is 9.0 feet Southeast of the centerline of the Chicago and Northwestern Railway

Company Spur Track I.C.C. No. 82, measured at right angles to said Spur Track I.C.C No. 82; thence S42°26' West parallel to said centerline of Spur Track I.C.C. No. 82, 240.25 feet to the point of beginning.