



## Legislation Text

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**File #:** 15113, **Version:** 1

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### **Fiscal Note**

The 2009 Fire Department Capital Budget includes funding to purchase land for a new eastside fire station (Project 4, 810490, \$300,000 G.O. Borrowing).

### **Title**

Authorizing the execution of an Offer to Purchase and Sell Real Estate with Metro Tech LLC, (the "Seller") for the purchase of a portion of Lot 2 of MetroTech Plat for the future siting of a fire station.

### **Body**

The Madison Fire Department ("MFD") has been looking for land for the future siting of a fire station to provide service to the east-central area of the City of Madison ("City"). The MFD has identified a site of approximately 1.4 acres generally located on Lot 2 of MetroTech Plat (the "Property") shown in Exhibit "A" that meets its selection criteria for the location of the fire station. The Property is currently owned by the MetroTech LLC (the "Seller"). Seller has presented the City with an Offer to Purchase and Sell Real Estate (the "Offer"). An appraisal of the Property has been performed that supports the purchase price of this Offer.

WHEREAS, the Seller is the owner of certain unimproved real property legally described as Lots 1 and 2 of MetroTech Plat, recorded on January 29, 2003 in Volume 58-012A of Plats on Pages 64-65 as Document No. 3642489, Dane County Register of Deeds, Madison, Wisconsin; and

WHEREAS, Seller has agreed to reconfigure Lots 1 and 2 of the MetroTech Plat and divide Lot 2 to create Lot 3 (the "Real Estate"), generally as shown on the attached Exhibit A; and

WHEREAS, the Seller desires to sell and convey to the City, and the City desires to purchase and acquire, the Real Estate under the terms and conditions hereinafter set forth.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute an Offer to Purchase and Sell Real Estate and a Shared Access Easement Agreement with the Seller concerning the vacant land located at Lots 1 and 2 of MetroTech Plat for the future siting of a fire station and access easement, on the following terms and conditions:

1. **Description.** The Seller agrees to sell to the City, and the City agrees to purchase from the Seller, the Real Estate. The legal description and total actual square footage of the Real Estate, including the thirty-five foot (35') access easement shown on Exhibit A ("Access Easement"), shall be established prior to closing and upon completion of the division of Lot 2 of MetroTech Plat. The Real Estate will be generally as laid out (with regard to location, size and shape) on Exhibit A.
2. **Purchase Price.** The total purchase price to be paid by the City to Seller for Seller's conveyance of fee simple ownership of the Real Estate (the "Purchase Price") shall be equal to the sum of the following two elements but shall not exceed \$300,000 less closing costs not to exceed \$3,000: (a) \$5.50 per square foot multiplied by the number of square feet of the Real Estate, excluding the area of the Access Easement; and (b) \$2.25 per square foot multiplied by the number of square feet within the Access Easement. The square footage of the Real Estate, including the Access Easement, shall be determined upon preparation of a certified survey map or other land division instrument. The Purchase Price shall be payable in cash at closing, subject to the adjustments and prorations provided in the Offer. In no instance shall the purchase price exceed \$300,000, less closing costs not to exceed \$3,000.

3. Shared Access: The proposed Access Easement, which will provide access to the remainder of Lot 2 upon the creation of Lot 3 and shall be as generally shown on Exhibit A, shall be maintained by the City from and after the closing. At closing, the parties shall enter into a Shared Access Easement Agreement setting forth the right of each party, and their successors in ownership, to use the Access Easement and the obligation of the City to construct and maintain the Access Easement area.
4. Title Insurance. The Seller shall provide to the City, at the Seller's expense, at least ten (10) business days prior to closing a commitment from a title insurance company licensed in Wisconsin to issue an owner's title insurance policy in the amount of the total Purchase Price upon the recording of proper documents, together with a gap endorsement.
5. Contingency Regarding Environmental Conditions. The City and its agents shall have the right to conduct investigations, inspections and testing relating to environmental conditions of the Real Estate including, but not limited to, soil samples, site assessments and surveys as the City deems reasonably necessary. If the results of such testing are not satisfactory to the City, the City shall so notify the Seller and Seller may either remediate the conditions or terminate the Offer.
6. Closing.
  - a) The purchase and sale of the Real Estate shall be closed within fifteen (15) days after Seller obtains the last of the Approvals required by the Offer, but no later than December 31, 2009, and shall occur 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 Seller agrees to execute and deliver to the City at closing a Warranty Deed conveying the Real Estate to the City free and clear from all liens and encumbrances, excepting any exceptions to title not objected to (or waived) by the City and 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.
  - c) The City 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 Real Estate to be in the condition called for by the Offer.
  - d) The Seller shall pay all real estate transfer taxes payable pursuant to Section 77.25, Wisconsin Statutes, if any.
7. Real Estate Taxes. Net general taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, or latest assessment times the latest known mill rate.
8. Special Assessments. The Seller shall be responsible for any and all special assessments, area assessments, connection charges, interceptor charges or any other charges payable to any municipality or utility with regard to the Real Estate as of the date of closing.
9. Land Division: The Offer is contingent upon the ability of Seller to obtain all of the following "Approvals":
  - a) Final approval by all approving authorities of a Certified Survey Map ("CSM") or other land division instrument which results in the reconfiguration of Lots 1 and 2 of MetroTech Plat and division of Lot 2 to create the Real Estate (including denoting the size and location of the Access Easement), as generally depicted on Exhibit A, provided that the Real Estate shall be no smaller than 60,000

- square feet and no larger than 61,000 square feet.
- b) Modification/amendment to the Metro-Tech PUD/GDP to:
    - i) Allow a Fire Station as a permitted use of the Real Estate; and
    - ii) Allow two (2) access points to the Real Estate from Town Center Drive-one in the location of the Easement Area (which will be a shared access with the remaining portion of Lot 2) and a second access point which shall be dedicated for the sole use of the Real Estate.

BE IT STILL FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute, deliver accept and record any and all documents and take such actions as shall be necessary or desirable to accomplish the purpose of this resolution in a form approved by the City Attorney.