

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2025, by and between the **City of Madison**, a Wisconsin municipal corporation (“Seller”) and **James P. and Maribeth B. Torzewski** (“Buyer”).

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer (together, the “Parties”) hereto covenant and agree as follows:

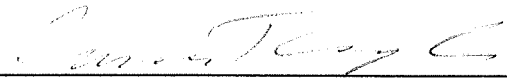
1. The Property. The Buyer shall purchase, and the Seller shall sell and convey by Quit Claim Deed (“Deed”) fee simple title to a portion of the real property commonly known as Spring Harbor Beach Park, located at 1918 Norman Way, City of Madison, Dane County, Wisconsin (“Property”), as legally described in attached Exhibit A, and depicted on attached Exhibit B.
2. Effective Date. The “Effective Date” shall be the later date of execution of this Agreement by the Seller or the Buyer, as indicated on above.
3. Purchase Price. The total purchase price for the Property (“Purchase Price”) shall be Seventeen Thousand Dollars and 00/100 (\$17,000.00). The Purchase Price shall be payable in cash at Closing, as defined herein, subject to the adjustments and prorations herein provided.
4. Personal Property.
 - a. The transaction contemplated by this Agreement does not include any personal property belonging to the Seller; however, any existing improvements or fixtures located on the Property, particularly the fencing within the new Property boundary, shall remain as-is on the Property and transfer to the Buyer.
 - b. That portion of the existing fence that is slightly encroaching upon the adjacent Spring Harbor Beach Park property shall be removed prior to Closing, as evidenced by the remaining stakes that mark the new boundary of the Property.
5. 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 herein. 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.
6. Closing.
 - a. Closing shall occur on or before fifteen (15) days from (a) the removal of the fence encroachment from the City’s adjacent Spring Harbor Beach Park property; or (b) the date of the Seller’s receipt of notice from the Buyer requesting a later date of Closing.
 - b. At or prior to Closing, the Seller agrees to draft, execute and deliver the Deed conveying the Property to the Buyer.


11. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.
12. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.
13. Governing Law and Venue. Interpretation and enforcement of this Agreement shall be in accordance with the laws of the State of Wisconsin. The Parties agree that the proper and exclusive venue to resolve any dispute arising out of or in any way related to this Agreement shall be the Circuit Court for Dane County, Wisconsin. The Parties agree to submit to the jurisdiction of the courts of the State of Wisconsin with regard to any litigation resulting from such dispute and waive any objection to such jurisdiction.

[Signatures on following pages]

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

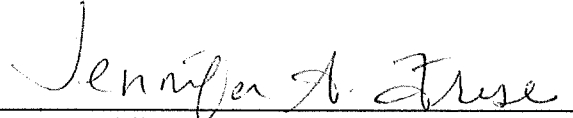
JAMES P. AND MARIBETH B. TORZEWSKI

By: 
(signature)

By: 
(signature)

State of Wisconsin)
County of Dane) ss.

Personally came before me this 3rd day of February, 2025, the above named James P. and Maribeth B. Torzewski, known to me to be the persons who executed the above and foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin

Jennifer A. Frese
(print or type name)

Commission expires: 3/2/2025



CITY OF MADISON,
a Wisconsin municipal corporation

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

By: _____ Date: _____
Name: Maribeth Witzel-Behl
Title: City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 2025.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Approved:

Approved:

David Schmiedicke, Finance Director Date

Eric Veum, Risk Manager Date

Approved as to form:

Michael Haas, City Attorney Date

Execution of this Purchase and Sale 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 _____ 2025.

Drafted by the City of Madison Office of Real Estate Services

Project No. 13022

EXHIBIT A

Legal Description of the Property

**1918 Norman Way
251-0709-181-0412-9**

Area to be transferred:

Part of Lot 9, Block 7, Mendota Beach Subdivision, recorded as Document No. 213041, Dane County Register of Deeds, in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the western most corner of said Lot 9, also being the intersection of the northeasterly line of Lake Mendota Drive with the north line of Norman Way (platted as Richmond Ct.); thence S 89°49'32" E, 102.11 feet along the south line of said Lot 9 and the said north line of Norman Way to the intersection with a line lying 50 feet southeasterly of and parallel with the northwesterly line of said Lot 9, said intersection being the **Point of Beginning**; thence N 60°51'18" E, 80.90 feet (previously recorded as N 58°E, 80.9 feet) parallel with and 50 feet southeasterly of the northwesterly line of said Lot 9; thence S 38°31'12" W, 50.51 feet (previously recorded as S 37°13' W, 52 feet and S 78°47' W, 52 feet) along the southeasterly side of an Ingress and Egress Easement as described in Document No 886706, Dane County Register of Deeds; thence N 89°49'32" W, 39.20 feet (previously recorded as S 87°30' W, 39.2 feet) along the aforesaid south line of Lot 9 to the **Point of Beginning**.

Containing 776 square feet (.0178 acres).