

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of the date of the last signature on the signature page, by and between the **City of Madison**, a Wisconsin municipal corporation (“City”) and **South Central Library System** and/or an approved assignee (“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 parties hereto covenant and agree as follows:

1. Property. The City is the owner of the parcel legally described in Exhibit A (“City Parcel”). At Closing, Buyer shall purchase and City shall sell and convey by Special Warranty Deed (the “Deed”) fee simple ownership of a newly platted lot, having the area, dimensions, and boundaries as shown in Exhibit B for the Property (defined below), of the City Parcel pursuant to a Certified Survey Map to be furnished and recorded with the Dane County Register of Deeds prior to Closing in a form consistent with Exhibit B. Attached in Exhibit B is a draft of the Certified Survey Map of the newly platted Lot 1 being approximately one hundred seventy nine thousand six hundred and fifteen (179,615) square feet (“Property”) to be conveyed to Buyer, including all rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping, foliage, and, to the extent such rights exist, all mineral, oil, gas, hydrocarbon substances, development rights, air rights, water rights, and water stock thereon.
2. Effective Date. The “Effective Date” shall be the later of execution of this Agreement by City or Buyer, as indicated on the signature page herein.
3. Purchase Price. The purchase price for the City’s interest in the Property shall be Three Hundred Forty Eight Thousand Four Hundred Eighty and no/100 Dollars (\$348,480.00) (“Purchase Price”). The Purchase Price shall be payable in cash at Closing, as described in Paragraph 15, subject to the adjustments and prorations provided in this Agreement.
4. Earnest Money. Within five (5) business days of the Effective Date, Buyer shall deposit with the Madison office of First American Title Insurance Company (“Title Company”) the amount of Fifteen Thousand and 00/100 Dollars (\$15,000) as “Earnest Money,” which will be non-refundable except as otherwise provided in Paragraphs 6, 13, 19, and 21, and shall be applied toward the Purchase Price at Closing.
5. Delivery of Documents. Within ten (10) business days of the Effective Date, City will send to Buyer copies of all available Property related documents (if applicable) including: plans/drawings, service contracts, leases, any environmental studies, soil reports, permits, applications, existing title insurance policy, and remediation plans or assessments of the Property in City’s possession or control. At any time prior to Closing, City shall provide any additional or supplemental documents at Buyer’s reasonable request.
6. Due Diligence Period. Within one hundred and eighty (180) calendar days following the Effective Date (“Due Diligence Period”) Buyer may perform the following: (i) obtain, at Buyer’s sole cost, acceptable financing, appraisal, and certified survey map; (ii) conduct any physical and/or environmental tests, studies, or investigations deemed necessary by Buyer, and (iii) confirm whether Buyer is able to obtain any and all municipal, state, and federal approvals, permits, licenses, consents of use, and zoning approvals from all governmental or private bodies/agencies having jurisdiction over Buyer’s intended use of the Property. In the event that municipal approvals are delayed or stalled due to unforeseen events out of the control of either party, then the Due Diligence Period shall be extended a commensurate period of time.

If within the Due Diligence Period Buyer determines, in its sole discretion, that it does not desire to purchase the Property, Buyer may provide written notice to City of such desire to terminate this Agreement, and the Earnest Money shall be refunded to Buyer no later than five (5) days thereafter and the parties shall have no further obligation or liability under this Agreement, except for any which survive the Closing or early termination of this Agreement. In all cases where the Earnest Money is to be returned to the Buyer

in connection with termination the City will promptly, after written request from Buyer, provide notice to the Title Company to return the Earnest Money to Buyer and this obligation and Buyer's rights to the Earnest Money all will survive termination.

Buyer agrees that if it terminates this Agreement, as provided for herein, or fails to close the transaction contemplated hereby for any reason, then, Buyer shall deliver to City, at no cost to City, but without representation or warranty with respect to the findings or information provided therein about the Property, complete copies of all third party consultant produced of Buyer's due diligence reports other than any attorney work product or attorney-client privileged documents.

Buyer shall keep the Property free of all liens arising through its inspection of the Property, and shall cause all such liens to be removed immediately upon being notified of the same.

If Buyer does not provide written notice to City terminating this Agreement on or prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect.

Should Buyer desire to close prior to the end of the Due Diligence Period, Buyer may provide City with written notice of its intent to do so. The provision of such notice by Buyer shall not affect the terms contemplated in this Agreement, except that the closing date shall occur on or before thirty (30) days from the date City receives such notice, unless the parties agree in writing to another date.

7. Construction Contingency. Buyer agrees to commence construction, which includes the pouring of the footings and the foundation, on the Property within eighteen (18) months of the Closing Date ("Construction Deadline"). In the event Buyer fails to commence construction in that timeframe, City shall have the right, but not the obligation, exercisable by written notice to Buyer given prior the commencement of construction by Buyer to the extent required above to purchase the Property back from Buyer at the Purchase Price plus any reasonable out-of-pocket costs and expenses incurred by Buyer with respect to site planning and due diligence associated with the purchase described in this Agreement, but less any closing fees, title fees, Broker Fee (as defined below) and transfer costs incurred by the City associated with the sale described in this Agreement ("Repurchase Option"). Buyer shall provide City with invoices of the aforementioned out-of-pocket costs. The City shall provide written notice to Buyer of its election to exercise the Repurchase Option of the Property. The Repurchase Option shall be documented and recorded at Closing. This paragraph shall survive the approved assignment or transfer of this Agreement. If the City does not exercise its rights under this paragraph within 5 years after the Closing Date then the City's rights in this paragraph will be deemed waived. If requested by Buyer in writing the City will within 30 days after request provide an estoppel to Buyer confirming compliance or non-compliance (which ever may then be the case) by Buyer of the Buyer's commencement of construction obligations under this paragraph.
8. Access to the Property. Buyer and Buyer's authorized agents, engineers, consultants, appraisers, and contractors shall be permitted access to the Property for the purpose of conducting the inspections and testing during the Due Diligence Period (and thereafter if Buyer does not terminate during the Due Diligence Period) including, but not limited to, a Phase 1 or 2 environmental assessment of the Property and/or a physical inspection of the Property at reasonable times with at least twenty-four (24) hours' prior written notice to City. Buyer's and Buyer's authorized agents, engineers, consultants, appraisers, and contractors seeking access to, and inspection of, the Property shall be at Buyer's sole risk and expense, and City shall have no responsibility therefor. Buyer shall, at Buyer's sole cost, repair all damage caused by its inspections or testing so that the condition of the Property is returned to substantially the same condition that existed prior to the inspections or testing.
9. Assignment/Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives. Buyer shall not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

10. Insurance. Buyer and any of its authorized agents, engineers, consultants, appraisers, and contractors performing work on the Property (the “Contractors”) shall carry commercial general liability insurance, including but not limited to bodily injury, property damage, personal injury, covering as insured as applicable Buyer or the applicable Contractors and name the City as additional insured, with a minimum limit of one million dollars (\$1,000,000) per occurrence. These policies shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement. As evidence of this coverage, Buyer and any of its authorized agents, engineers, consultants, appraisers, and contractors shall furnish City with a certificate of insurance on a form approved by City not to be unreasonably withheld, and, if requested in writing by the City Risk Manager, Buyer and any of its authorized agents, engineers, consultants, appraisers, and contractors shall also provide copies of additional insured endorsements or policy to City prior to the performance of any work on the Property. If the coverage required above expires while this Agreement is in effect, Buyer and any of its authorized agents, engineers, consultants, appraisers, and contractors shall provide a renewal certificate to City for approval.

11. Lease/Pre-Closing Covenants/Conditions. City represents that the Property is not leased or occupied, and City agrees that it shall not enter into any lease or rental agreement for the Property, or any portion thereof, or allow the occupation of the Property during the Due Diligence Period and through the date of Closing, without the prior written consent of Buyer.
 - a. Operation of the Property. Until the earlier of the Closing or the termination of this Agreement, City shall:
 - i. Not do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Title Commitment other than releasing liens.
 - ii. Maintain the Property in the same manner as immediately prior to the Effective Date, reasonable wear and tear excepted.
 - iii. Not enter into any contract that, following Closing, will be binding upon Buyer or the Property without, in each instance, obtaining the prior written approval of Buyer.
 - iv. Not cause or permit transfer, conveyance, sale, grant of easement, assignment, pledge, mortgage, or encumbrance of any of the Property.
 - v. City agrees to withdraw the Property from the market and not offer the Property or any interest therein for sale to any other party and to not engage in any other negotiations for the sale of the Property.
 - b. Advise Buyer. Until the earlier of the Closing or the termination of this Agreement, City shall notify Buyer in writing promptly upon learning or receiving notice of:
 - i. Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property.
 - ii. Any pending or threatened litigation that affects any of the Property or that could affect the transaction contemplated hereby.
 - c. Conditions. Buyer shall not be obligated to close the transaction contemplated hereunder unless each of the following conditions shall be satisfied on the Closing Date.
 - i. The Title Company shall issue (or commit unconditionally to issue) the Title Policy subject only to the Permitted Exceptions.

- ii. The representations and warranties of City in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.
 - iii. The Property shall have been platted or subdivided so that the Property is a separate tax and legal parcel in the configuration and dimensions shown on Exhibit B and all land division requirements shall have been complied with.
 - iv. The CSM will have been approved by all applicable governmental authorities and recorded.
 - v. City shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by City on or before the Closing Date.
 - vi. The City shall have granted the Buyer and the Property an easement for a drainage swale on mutually agreeable terms and conditions reasonably acceptable to Buyer and City with respect to the real property owned by the City north of the Property which easement would generally, though not exclusively, provide that (a) the Buyer and Property would have the drainage swale easement which would allow Buyer to dig/build a swale to handle water by cutting into a hill just north of the Property, (b) Buyer may remove trees needed to create the swale, and (c) Buyer would agree to maintain the swale and remove the trees at Buyer's cost (the "Swale Easement").
- d. If any condition specified herein is not satisfied on or before the Closing, then at Buyer's option, (a) Buyer may extend the Closing Date for such period as Buyer may determine necessary to allow for the satisfaction of such condition, (b) Buyer may waive such condition either at the time originally established for Closing or at any time thereafter, or (c) Buyer may terminate this Agreement by written notice thereof to City, either at the time originally established for Closing, in which case the Earnest Money shall be promptly returned to Buyer.
- e. City represents and warrants to Purchaser as follows:
- i. City has not granted to any party any option, contract or other agreement with respect to the purchase or sale of the Property.
 - ii. The City has not received notice that the Property is in violation of any applicable statutes, ordinances, codes, and rules and regulations of any governmental authority having jurisdiction over the Property.
 - iii. There are no actions, suits, proceedings or claims pending or, to the best of City's knowledge, threatened with respect to or in any manner affecting any of the Property or the ability of the City to consummate the transaction contemplated by this Agreement.
 - iv. There are no threatened condemnation or similar proceedings affecting any of the Property and, to the best of City's knowledge, no such proceeding is contemplated by any governmental authority.
 - v. The entering into and consummation of the transactions contemplated hereby will not conflict with or, with or without notice or the passage of time or both, constitute a default under, any contract, lease or other agreement, including, without limitation, the contracts to which City is a party or by which City may be bound or any law, rule, license, regulation, judgment, order or decree governing or affecting City or the Property.

12. Survey. Buyer will be responsible at its cost for the preparation of a Certified Survey Map for the creation of the Property as a separate legal parcel consistent with Exhibit B (“CSM”). If Buyer chooses to obtain an ALTA survey of the Property the Buyer will pay for the ALTA survey. Without binding any discretionary commission or common council of the City, the City shall provide reasonable cooperation with respect to the preparation, recording, and approval of the CSM and will cooperate to have the CSM recorded prior to Closing so that the Property will be a legally existing separate parcel of land as of Closing.
13. Title Insurance. City shall provide to Buyer, at City’s expense, within 15 days after the Effective Date a commitment (“Title Commitment”) from Title Company to issue an ALTA Owner’s Title Insurance Policy in the amount of the Purchase Price (“Title Policy”). The commitment shall show the title condition of the Property as of a date no more than thirty (30) days before such title proof is provided to Buyer; however, the title shall be updated for Closing as may be required by the Title Company. The title commitment shall be subject only to liens, which will be paid out of the proceeds of the Closing and to any exceptions acceptable to Buyer (“Permitted Exceptions”). Buyer shall notify City of any objection to title, in writing, no later than forty-five (45) days of receipt of the title commitment from City. City shall have a reasonable time, but not to exceed thirty (30) days, to remove the objections and Closing shall be extended as necessary for this purpose. Should City be unable or unwilling to remove an objection and which Buyer is unwilling to waive, this Agreement shall be void and the Buyer shall be entitled to a return of the Earnest Money. City shall ensure that all mortgages and other monetary liens to which the Property is subject are released and discharged at or prior to Closing.
14. Limited Representations and Warranties: AS-IS Condition. Except as otherwise provided herein, and in the Deed, 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 City, its agents or employees, in entering into this Agreement or in closing the transaction described therein. Except as provided below, Buyer’s closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied the due diligence requirement provided in Paragraph 6 above. As the City of Madison is providing the site as-is, where-is, the Buyer retains the right to renegotiate the Purchase Price in the event that development conditions are not reasonable for Buyer’s development project; any adjustments to the Purchase Price would only result in a reduction of the Purchase Price and any adjustments to the Purchase Price must be approved by City staff and then the City of Madison Common Council. Site conditions may include, but are not limited to, soil conditions, environmental conditions, or other site conditions that have a financial impact on the viability of the Buyer’s proposed project.
15. Closing.
 - a. Closing shall occur within thirty (30) days of the expiration of the Due Diligence Period, or within thirty (30) days after Buyer’s earlier waiver of its due diligence requirements, unless the parties mutually agree to a different date (the date of Closing being the “Closing Date”).
 - b. City agrees to execute and deliver to Buyer at Closing the Deed conveying the Property to Buyer subject only to Permitted Exceptions. At or prior to Closing the City shall sign and deliver the Swale Easement to Buyer.
 - c. Buyer shall pay all recording/filing fees, except that City 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 per Paragraph 13 above.
 - d. City shall be responsible for any and all special assessments against the Property existing as of the date of Closing, including any accrued interest. Buyer shall be responsible for any future special assessments against the Property assessed or levied on or following the date of Closing. City has

disclosed or will disclose during the Due Diligence Period anticipated special assessments upon the Property from and after the Effective Date.

- e. City shall complete a Wisconsin Real Estate Transfer Return and pay any Wisconsin Real Estate Transfer fee due in connection with the conveyance of the Property.
 - f. City agrees to execute and deliver to the Title Company any affidavits required to issue an owner's policy in the condition called for by this Agreement.
 - g. City shall pay all costs of providing the title commitment, Owner's Policy of Title Insurance and a GAP endorsement to Buyer. Buyer shall be responsible for any simultaneous issue premium for a Lender's Policy, and any endorsements requested by Buyer or its Lender. Buyer shall also pay all of its Lender's fees due at Closing, if any.
 - h. Buyer and City shall share equally the closing fee charged by the Title Company.
 - i. There are no general real estate taxes that are payable with respect to the Property. Buyer is responsible for all taxes assessed as a result of the acquisition of the Property subsequent to Closing.
 - j. The final storm water bill for the Property as of the date of Closing shall be paid by City.
 - k. The City shall provide the centennial tree on the Property in healthy condition. The Buyer shall develop around the centennial tree at a clear distance not nearer than the tree's drip line boundary.
16. Fees. Buyer will be responsible for any future fees related to any development on the Property after Closing including, but not limited to: MMSD fees, installation of all private utilities and utility hook-up charges, and any work in the right of way required by City Engineering (if any), connection fees, impact fees, interceptor fees, curb-cut/driveway apron fees, CARPC fees, etc. If the City needs to pay any MMSD fees or any municipal fees to record the CSM prior to Closing, then these costs will be added to the Closing settlement statement and paid for by the Buyer at Closing.
17. Broker Representation. City acknowledges that Lighthouse Commercial Real Estate LLC ("Broker") represents Buyer in this transaction as a broker, and City shall be solely responsible for payment of Thirteen Thousand Nine Hundred Thirty Nine Dollars 20 cents (\$13,939.20) ("Broker Fee") due to Broker if the Buyer purchases the Property. City will pay at Closing the Broker Fee to Broker. Buyer and City each hereby represent and warrant to the other that they have not dealt with any other real estate broker, or agent in a manner that could create any legal right or claim in any broker, or agent for a real estate commission or similar fee or compensation with respect to the negotiation and/or consummation or closing of this transaction or conveyance of the Property by the City to the Buyer, except for Lighthouse Commercial Real Estate LLC.
18. Indemnification. Buyer shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damages to Property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Buyer or its officers, officials, members, agents, employees, invitees, or subcontractors in the performance of any inspections or testing of the Property, whether caused by or contributed to by the negligence of the City or its officers, officials, agents, or employees. This paragraph shall survive termination, assignment, or transfer of this Agreement.
19. Eminent Domain. City warrants and represents that it has received no written information of any pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor has

City direct knowledge that any such action is presently contemplated. If, prior to Closing, the Property or any portion thereof is taken by power or exercise of eminent domain or any proceedings are instituted to effect such a taking or the threat of eminent domain arises the City shall immediately give notice to Buyer and the following provisions shall apply with Buyer having the option to select which would apply: (a) this Agreement shall terminate, whereupon all Earnest Money is paid and any interest accrued thereon shall be returned to Buyer, and the parties shall have no further obligation or liability under this Agreement, except for any which survive the closing or early termination of this Agreement; or (b) the transaction would proceed to Closing (unless Buyer terminates under another provision of this Agreement) and the City would assign and transfer to City at Closing all condemnation or eminent domain proceeds and all rights thereto. The City shall not, and shall cause its affiliates not to, engage in any condemnation or eminent domain proceedings with respect to the Property prior to Closing.

20. Notices. All notices required or permitted to be given hereunder shall be in writing, dated and signed by the person sending the notice and shall be sent by electronic mail to the designated representatives for Buyer and City listed below. When sending notices via electronic mail, said emails shall be sent to the email addresses provided below and shall include a statement therein that the electronic mail constitutes notice under the terms of this Agreement. All time periods with respect to notice shall commence on the date that electronic notice is sent.

CITY: City of Madison
Office of Real Estate Services
Attention: Kris Koval
215 Martin Luther King Jr Blvd., Suite 300
Post Office Box 2983
Madison, WI 53701-2983
Email: kkoval@cityofmadison.com

With a copy to: City Attorney's Office
Attention: Kevin Ramakrishna
City County Building, Room 401
210 Martin Luther King Jr. Blvd.
Madison, WI 53703
Email: kramakrishna@cityofmadison.com

BUYER: South Central Library System
Gary Poulson
4610 S Biltmore Ln., Suite 101
Madison, WI 53718
Email: garypoulson@gmail.com

With a copy to: Attorney Andrew J. Clarkowski
Axley Brynelson, LLP
2 E. Mifflin St., Suite 200
Madison, WI 53703
P.O. Box 1767
Email: aclarkowski@axley.com

With an additional copy to: Martha Van Pelt
South Central Library System
4610 S. Biltmore Lane, Suite 101
Madison, WI 53718-2153
Email: mvanpelt@scls.info

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other email address in substitution of the email address shown above to which notices shall be given.

21. Default. If City defaults in the full and timely performance of any of its obligations hereunder, Buyer shall be entitled to all remedies available hereunder or otherwise at law or in equity, including, without limitation: (i) sue for specific performance, or (ii) terminate the Agreement and receive the return of the Earnest Money, sue for actual damages, or both, or (iii) exercise any other remedy at law or in equity. If Buyer defaults in the full and timely performance of any of its obligations hereunder and does not cure the default within 10 days following written notice from the City of the default, then City may terminate the Agreement and request the Earnest Money as liquidated damages and as City's sole remedy at law or equity; it being understood and agreed that City's actual damages in the event of such default are difficult to ascertain and that the amount of the Earnest Money represents the parties' best current estimate of such damages. In the event of litigation to enforce this Agreement the prevailing party will be entitled to collect its reasonable attorney fees incurred in the litigation from the non-prevailing party.
22. Entire Agreement. This Agreement contains the entire agreement between City and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Agreement may be amended only by a further written documents signed by each of the parties.
23. Authority. Each party hereby warrants and represents to the other that it has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer and City have been duly and properly authorized by each party's proper company action in accordance with applicable law and each party's governing documents.
24. Intent. It is the intent of the Buyer and City that this Agreement be binding on both parties and not illusory. City acknowledges and agrees that Buyer's efforts to fulfill the conditions set forth herein shall require the expenditure of significant time and money and that such expenditures constitute good, sufficient, and valuable consideration to City for City's acceptance of the Agreement at the Purchase Price stated herein. In addition as independent consideration for this Agreement \$100 of the Earnest Money will be nonrefundable to the Buyer and will be disbursed to the City at the termination of this Agreement notwithstanding any provision herein to the contrary. For the foregoing reasons, all parties waive any right to challenge the enforceability of this Agreement on the basis that it lacks consideration or is illusory.
25. Captions. The captions of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.
26. 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.
27. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and 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
28. Time of the Essence. Time is of the essence for the performance of this Agreement.

29. Choice of Law. This Agreement shall be interpreted under the laws of the State of Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to conflicts of laws principles

SIGNATURES FOLLOWING ON THE NEXT TWO PAGES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later date of signature by Buyer or City as indicated below:

BUYER: South Central Library System

By: _____
Gary Poulson, Board President

Date: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2022, the above named Gary Poulson, Board President of South Central Library System, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print or type name)
My Commission: _____

SIGNATURES FOLLOWING ON THE NEXT PAGE

CITY: CITY OF MADISON

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

By: _____ Date: _____
Name: Maribeth Witzel-Behl
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 Purchase and Sale Agreement by the City of Madison is authorized by Resolution Enactment No. RES-21-00803 File I.D. No. 68291, adopted by the Common Council of the City of Madison on December 7, 2021.

Drafted by the City of Madison Office of Real Estate Services

Project No. 12406

EXHIBIT A

LEGAL DEFINITION OF “CITY PARCEL”

Lot 3 of Certified survey map 14524 recorded with the Office of the Register of Deeds Dane County, Madison on May 31, 2017 as Document No. 5329587 in Volume 100 of Certified Survey Maps on Pages 120-126.

Parcel #: 0710-221-0425-3

EXHIBIT B

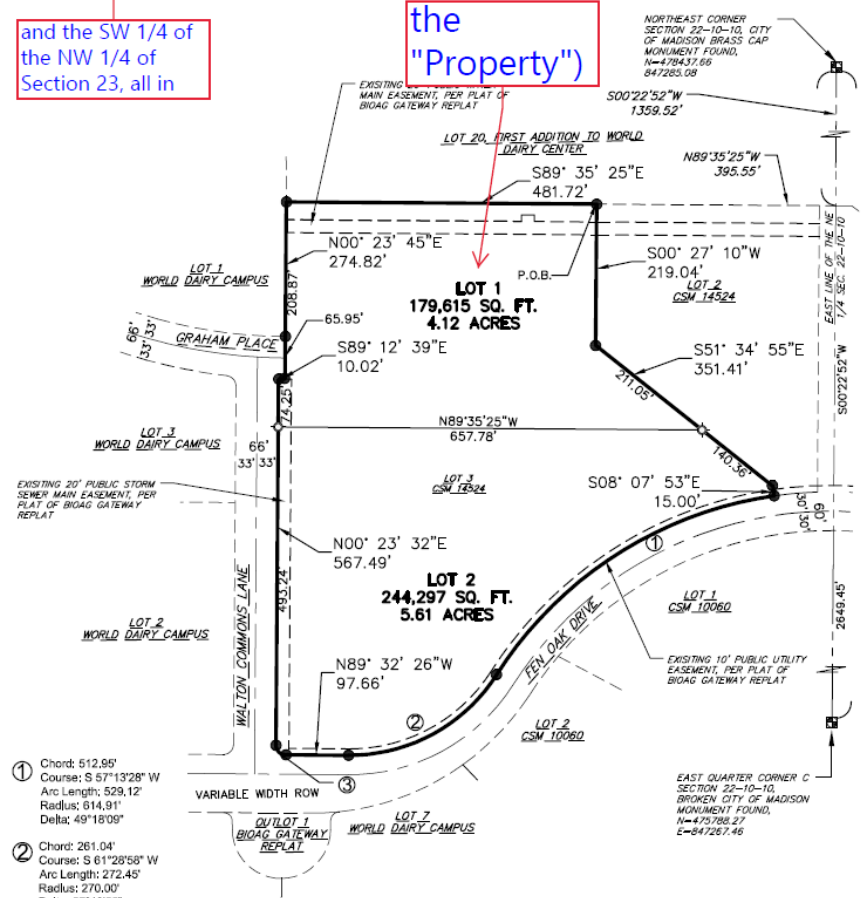
DRAFT CSM DEPICTING THE PROPERTY

CERTIFIED SURVEY MAP

Being all of Lot 3 of Certified Survey Map 14524, located in the SE 1/4 of the NE 1/4 of Section 22, Township 10 North, Range 10 East, City of Madison, Dane County, Wisconsin.

and the SW 1/4 of the NW 1/4 of Section 23, all in

the "Property")

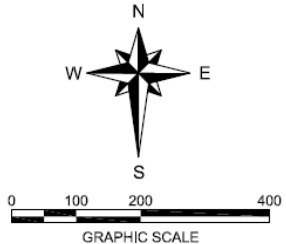


- ① Chord: 512.95'
Course: S 67°13'28" W
Arc Length: 529.12'
Radius: 614.91'
Delta: 49°18'09"
- ② Chord: 261.04'
Course: S 61°28'56" W
Arc Length: 272.45'
Radius: 270.00'
Delta: 57°48'55"
- ③ Chord: 21.20'
Course: N 44°42'28" W
Arc Length: 23.56'
Radius: 15.00'
Delta: 89°56'59"

- SURVEY LEGEND**
- PLS MONUMENT FOUND
 - ⊕ 1 1/2" O.D. IRON PIPE SET 18" LONG AND 1.13 LBS / PER FOOT
 - FOUND 3/4" O.D. IRON ROD

PREPARED FOR:
Keller Inc.
711 Lois Drive
Sun Prairie, WI 53590

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188



DRAFT

Chris Ruetten, P.L.S. 2942



Dated this 22nd day of November, 2021

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ
CHECKED BY: CHRIS RUETTEN, PLS (11/22/21)

u:\30\2016\0534\1_siter\pic\10054_soum\central\library\img\3sk\20211119_CSM.dwg