PURCHASE AND SALE AGREEMENT
(RDA of Stoughton – Blake George)

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is entered into as of the 21st day of October, 2020 (the "Effective Date"), by and between the Redevelopment Authority of the City of Stoughton (the "RDA" or "Seller"), and Blake George and/or assigns ("Buyer"). The RDA and Buyer may be referred to in this Agreement individually as "Party" and collectively as "Parties".

RECITALS

1. Buyer proposes to purchase real property located at 314 West Main Street in the City of Stoughton, Dane County, Wisconsin (the "City") and to construct two multifamily buildings with four (4) one-bedroom rental units per building ("Project").

2. The RDA finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement are in the best interests of the RDA and the residents of the City, by expanding the tax base and living opportunities, thereby serving public purposes in accordance with state and local law.

AGREEMENT

In consideration of the Recitals, and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Buyer and the RDA agree as follows:

A. DEFINITIONS.

As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

1. Property. The real property located at 314 West Main Street in the RDA as depicted on Exhibit A attached hereto, together with all other rights and interests appurtenant thereto, and which may be more particularly described in a certified survey map to be obtained by Buyer at Buyer's sole expenses and discretion.

2. Project. Construction of two multifamily buildings with four (4) one-bedroom rental units per building in accordance with site and architectural plans approved by the City of Stoughton Plan Commission and a Conditional Use Permit approved by the City of Stoughton Common Council.

3. Title Company. First American Title Insurance Company National Commercial Services, located at 25 West Main Street, Suite 400, Madison, Wisconsin 53703.

B. AGREEMENT TO PURCHASE.

Subject to the terms and conditions of this Agreement, the RDA shall sell to Buyer, and Buyer shall purchase from the RDA, the Property located in the City of Stoughton, Dane County, Wisconsin.

C. PURCHASE PRICE.

1. Purchase Price. The Purchase Price for the Property shall be Seventy Two Thousand and no/100 Dollars ($72,000.00). The Purchase Price shall be payable as follows:

(a) Earnest Money Deposit. Within five (5) days of the Effective Date, Buyer shall deposit the current sum of Five Thousand and no/100 Dollars ($5,000.00) ("Deposit") with the Title Company. The Parties agree to enter into Strick Joint Order Escrow agreement, as may be required by the Title Company and the Deposit shall be held in a non-interest bearing escrow account. The Deposit shall be credited to the Purchase Price and released to the RDA at Closing.

(b) Balance. Buyer shall pay the balance of the Purchase Price, subject to the adjustments and prorations set forth in this Agreement, at Closing.

D. TITLE EVIDENCE.

Within twenty (20) days after the Effective Date, the RDA, at the RDA's expense, shall deliver to Buyer a commitment ("Commitment") prepared by the Title Company to issue a standard form ALTA owners' policy of title insurance, including gap coverage, for the Property in the amount of the Purchase Price naming Buyer as the insured, showing all liens, encumbrances and other matters of record. Within ten (10) days after Buyer's receipt of the Commitment, Buyer shall notify the RDA, in writing ("Buyer's Title Notice"), of any objections to the Title Commitment. The RDA shall use diligent good faith efforts to remove any objections Buyer has with respect to the Title Commitment. If one or more of such objections cannot be removed, the RDA shall notify Buyer in writing ("RDA's Notice"), within five (5) days after the RDA's receipt of Buyer's Title Notice, of which objections cannot be removed. Buyer shall elect, in writing within fifteen (15) days thereafter, either to: (i) terminate and cancel the Agreement, in which case the Deposit shall be returned to Buyer and, except as set forth in this Agreement, neither Party shall have further obligations hereunder; or (ii) waive the title objections and proceed to Closing. If Buyer does not timely give notice to terminate this Agreement, then the uncured defects shall become Permitted Exceptions and Buyer shall be deemed to have waived its right to terminate this Agreement under this Section.

E. CONTINGENCIES AND CONTINGENCY DEADLINE.

All of the contingencies in this Agreement shall be removed on or before ninety (90) days after the Effective Date (the "Contingency Deadline"), or this Agreement shall, at the Buyer's option, be null and void and the Deposit shall be returned to Buyer. Buyer reserves the right to waive any of Buyer's contingencies by delivering a signed notice of waiver to the RDA.

Buyer and the RDA hereby acknowledge that the contingencies set forth in this Agreement are significant and material terms and conditions of this Agreement and that the Buyer and the RDA will incur costs and obligations with reference to performing, or having performed, inspections and investigations of the Property to satisfy these contingencies. The Buyer and the RDA hereby each waive any and all rights to challenge the enforceability of the Agreement on the basis that any of the conditions and contingencies set forth herein is illusory.

In the event that Buyer has failed to provide the RDA with written objection to or waiver of the contingencies in this Agreement by the Contingency Deadline, then each such contingency shall be deemed satisfied and waived by Buyer.

Buyer's obligation to close on the purchase of the Property described by this Agreement is contingent upon:

1. Physical Inspections Contingency. Buyer or its designated architect, engineer, inspector or other representative, at Buyer's sole cost and expense, being granted access to the Property for a physical inspection of the Property and approval by the Buyer of the physical condition of the Property exercised in the use of the Buyer's reasonable opinion and discretion. This contingency does not include testing, defined as the taking of materials such as soils, water, air, or other materials from the Property and the laboratory or other analysis of those materials.

2. Environmental Assessment. Buyer obtaining, at Buyer's sole cost and expense, any environmental assessment, investigation or report or update of any prior environmental assessment, investigation or report from qualified independent consultants selected by Buyer, at Buyer's sole expense, which assessment, investigations and/or reports are satisfactory to the Buyer, in the use of the Buyer's reasonable opinion and discretion.

3. Utilities. Buyer determining that the Property is or can be, at Buyer's expense, reasonably served by utilities such as electricity, gas, cable, and telephone at a cost that is satisfactory to Buyer in its sole discretion. This paragraph in no way obligates the RDA to provide such utilities to the Property and Buyer acknowledges the RDA has no obligation to construct or provided any additional utilities.

4. Financing. Buyer shall provide the RDA with evidence of financing for the purchase of the Property and construction of the Project in the form of a loan commitment or similar evidence. The RDA acknowledges that Buyer's financing is premised upon receipt of a grant from the Wisconsin Economic Development Corporation Brownfields Grant Program.

F. AS-IS SALE.

Buyer acknowledges that Buyer will have full and adequate right and opportunity to inspect and review the Property prior to the Contingency Deadline. The waiver of Buyer's right to terminate the Agreement prior to the Contingency Deadline, and Buyer's completion of the Closing, shall each constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property. In closing and completing this transaction, Buyer will have relied exclusively on its own inspections and reviews, and not on any representation or warranty of the

RDA, or its agents or employees. Buyer understands and agrees (i) that the RDA has made no representation, warranty or guaranty, express or implied, oral or written, regarding the condition of the Property; and (ii) if Buyer satisfies or waives the contingencies contained in this Agreement, to accept the Property in its "AS-IS/WHERE-IS" condition, with all present and future faults or defects, and without any representation or warranty of the RDA, except for the warranty of title set forth in the Agreement.

G. CLOSING.

1. Closing Date. Except as otherwise set forth herein, the Closing shall occur at the offices of the Title Company within thirty (30) days after the removal of all contingencies ("Closing Date"), or at such other place or time as the Parties may agree in writing.

2. Closing Documents. At the Closing, the Parties shall deliver following documents:

(a) The RDA will execute and deliver to Buyer a general warranty deed (the "Deed") conveying the Property to Buyer, free and clear of all liens and encumbrances except: 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, general taxes levied in the year of closing, the Permitted Exceptions, Buyer Development/Construction Obligations set forth in Section I.3. below, the Access and Indemnification Agreement attached to this Agreement as Exhibit B, and the Environmental Indemnity Agreement attached to this Agreement as Exhibit C;

(b) Both Parties will complete a Wisconsin Real Estate Transfer Return in the form that is required by state statute in order to record the Deed;

(c) Both Parties will execute and deliver a closing statement setting forth the Purchase Price and any adjustments thereto as provided for in this Agreement;

(d) Both Parties will execute and deliver the Access and Indemnification Agreement regarding Buyer's access to the Property, ongoing maintenance obligations, indemnification obligations, and related matters, attached to this Agreement as Exhibit B. At the completion of the Project, Buyer shall convey to the RDA copies of all related documentation.

(e) Both Parties will execute and deliver any other documents that are necessary to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause title to be conveyed to Buyer in the form approved by Buyer pursuant to the terms of this Agreement.

3. Costs and Expenses. The RDA shall be responsible for paying the Wisconsin Real Estate Transfer Fee, if any, the cost of providing title insurance to Buyer, and any recording fees related to satisfying any existing mortgages against the Property. Buyer will pay any recording fees related to recording the Deed and any mortgages it grants on the Property. The Parties shall equally share any cost of the Title Company to act as the closing agent and escrow agent. Each Party will be solely responsible for paying its respective attorney's fees.

4. Prorations and Adjustments. The following items shall be prorated and adjusted between Buyer and the RDA as of 12:01 a.m. on the Closing Date as follows:

(a) General real estate taxes levied against the Property. The proration shall be based on the net general real estate taxes for the year of Closing, if known, otherwise on the net general real estate taxes for the year prior to Closing.

(b) Assessments, either general or special, for improvements completed prior to Closing, whether matured or unmatured, shall be paid in full by the RDA (including all principal and interest). Buyer shall pay all other assessments.

(c) Such other items as are required to be prorated pursuant to the terms hereof, or as are customarily prorated upon the transfer of ownership and possession of real estate in Dane County.

H. RDA OBLIGATIONS.

1. Cooperation. Upon the execution of this Agreement by both Parties, Buyer may commence any proceedings that are necessary to obtain any government approvals necessary for Buyer to develop the Property for the Project. The RDA agrees that it will, in its capacity as the current owner of the Property, cooperate with Buyer to the extent necessary for Buyer to apply for governmental permits or approvals. However, nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying other obligations, procedures or requirements pertaining to the future zoning, division or development of the Property. This Agreement does not alter the requirement that Buyer complies with all applicable City of Stoughton plans, policies and ordinances relating to applications for zoning, land division, development or other approvals.

I. BUYER'S OBLIGATIONS.

Buyer's obligations set forth in this Agreement shall survive the Closing Date.

1. Park and Permit Fees. On or before Closing, Buyer shall pay all park and permit fees relating to the Project.

2. Buyer Development/Construction Obligations.

(a) Buyer shall construct the Project with a slab on grade foundation with the top of the slab at or above surface level.

(b) Buyer shall install a vapor barrier beneath the slab of the building and a passive vapor mitigation system will be installed at each building. Buyer shall comply with this and all other requirements of the Wisconsin Department of Natural Resources approval of the Materials Management Plan, dated April 24, 2019 as it may be updated and/or revised. Buyer agrees to maintain the vapor mitigation system and other requirements as set forth in the Access and Indemnification Agreement attached as Exhibit B.

(c) No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed on the Property.

J. NOTICES.

All notices or directions desired or required to be given under this Agreement shall be in writing and personally delivered, sent by commercial overnight courier, email (confirmed by read receipt requested) or confirmed facsimile transmission and directed as follows:

If to Buyer:

And: Blake George
Telephone: 608-209-9996
Email: bgeorge@lee-associates.com

If to the Redevelopment Authority: RDA of Stoughton
207 S. Forrest Street
Stoughton, WI 53589
Attn: Jamin T. Friedl
Telephone: 608.873.6677
Email: jfriedl@ci.stoughton.wi.us

With a copy to: Stafford Rosenbaum, LLP
222 West Washington Avenue, Suite 900
Madison, Wisconsin 53701-1784
Attention: Michelle Affatati
Telephone: 608.259.2643
Email: maffatati@staffordlaw.com

Notices personally delivered shall be deemed received when given. Notices sent by email shall be deemed received when given, if prior to 5 PM, recipient's local time, on a business day, otherwise on the next occurring business day. Notices or demands sent by commercial overnight courier shall be deemed received on the next business day following deposit.

K. DEFAULT AND REMEDIES.

1. In the event the Closing is not consummated due to default by the RDA, the Deposit and interest shall be returned to Buyer, and Buyer may pursue any remedy available to Buyer at law or in equity, including an action for specific performance of this Agreement. In the event the transaction contemplated herein is not consummated due to default by Buyer hereunder, then the Deposit shall be delivered to the RDA, and the RDA may (i) sue for specific performance; or (ii) terminate the Agreement and sue for actual damages.

2. With respect to defaults other than the failure to consummate Closing, a default is defined herein as a Party's breach of, or failure to comply with, the terms of this Agreement and

the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting Party. The Parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.

L. BROKERS.

Buyer and the RDA represent and warrant that neither Buyer nor the RDA have retained the services of any real estate broker or agent, with the exception of Blake George, Lee and Associates. The RDA agrees to pay Lee and Associates six percent (6%) of the Purchase Price at Closing, less Five Hundred and 00/100 Dollars ($500.00). The Parties agree to indemnify and hold the other harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any other real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions of such person.

M. GENERAL CONDITIONS.

1. Immunity. Nothing contained in this Agreement alters or changes the RDA's sovereign immunity under applicable law.

2. Dates and Deadlines. Unless otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday. Time is of the Essence as to all dates and deadlines in this Agreement.

3. Assignment. Buyer may assign its rights and obligation under this Agreement at any time to an entity that is related to, and/or controlled by, Buyer. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their permitted successors and assigns.

4. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the RDA and Buyer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either Party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other Party hereto.

5. Force Majeure. Neither Party shall be responsible for any loss or delay caused by any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

6. Entire Agreement. This Agreement (and all exhibits hereto) represents the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior understandings and agreements (including written agreements) among the Parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of such agreement unless signed and delivered to the other Party by the Parties to be charged. Any prior agreement is hereby null and void.

7. Modifications. This Agreement may only be modified in writing signed by both the RDA and Buyer.

8. Further Assurances. The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out the terms of this Agreement and to fully consummate the transaction contemplated hereby. This Agreement does not bind the RDA to approve any land division, zoning or other application or development activity for the Property.

9. Construction of Agreement. Each Party participated fully in the drafting of every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either Party. It shall be construed simply and fairly to each Party.

10. Captions. The captions at the beginning of the several paragraphs and subparagraphs, respectively, are for convenience in locating the context only, and are not part of the text.

11. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin without giving effect to principles of conflicts of law thereof.

12. Severability. In the event any term or provision of this Agreement shall be held illegal, invalid or unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby but each such term and provision shall be valid and shall remain in full force and effect.

13. Attorney's Fees. If either Party commences an action to enforce the terms of, or to resolve a dispute concerning, this Agreement, the substantially prevailing Party in any such action shall be entitled to recover from the substantially non-prevailing Party all costs and expenses incurred in connection with such action, including, but not limited to, reasonable attorney's fees and court costs.

14. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Signatures transmitted by facsimile or PDF by email shall be deemed to be original signatures for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

RDA:

REDEVELOPMENT AUTHORITY
CITY OF STOUGHTON
Dane County, Wisconsin

By_____
Dale Reeves, Chair

ATTEST:

_____
Holly Licht, RDA Clerk

Provision has been made to pay the liability that will accrue under this Agreement:

Countersigned:

_____ 10-21-20
Jamin T. Friedl, Finance Director Date

Approved as to Form:

Stafford Rosenbaum LLP

By: _____

Matthew P. Dregne
RDA Attorney

BUYER:

BLAKE GEORGE

Exhibits:
Exhibit A – Description of the Property
Exhibit B – Access and Indemnification Agreement
Exhibit C – Environmental Indemnification Agreement

EXHIBIT A

DESCRIPTION OF PROPERTY

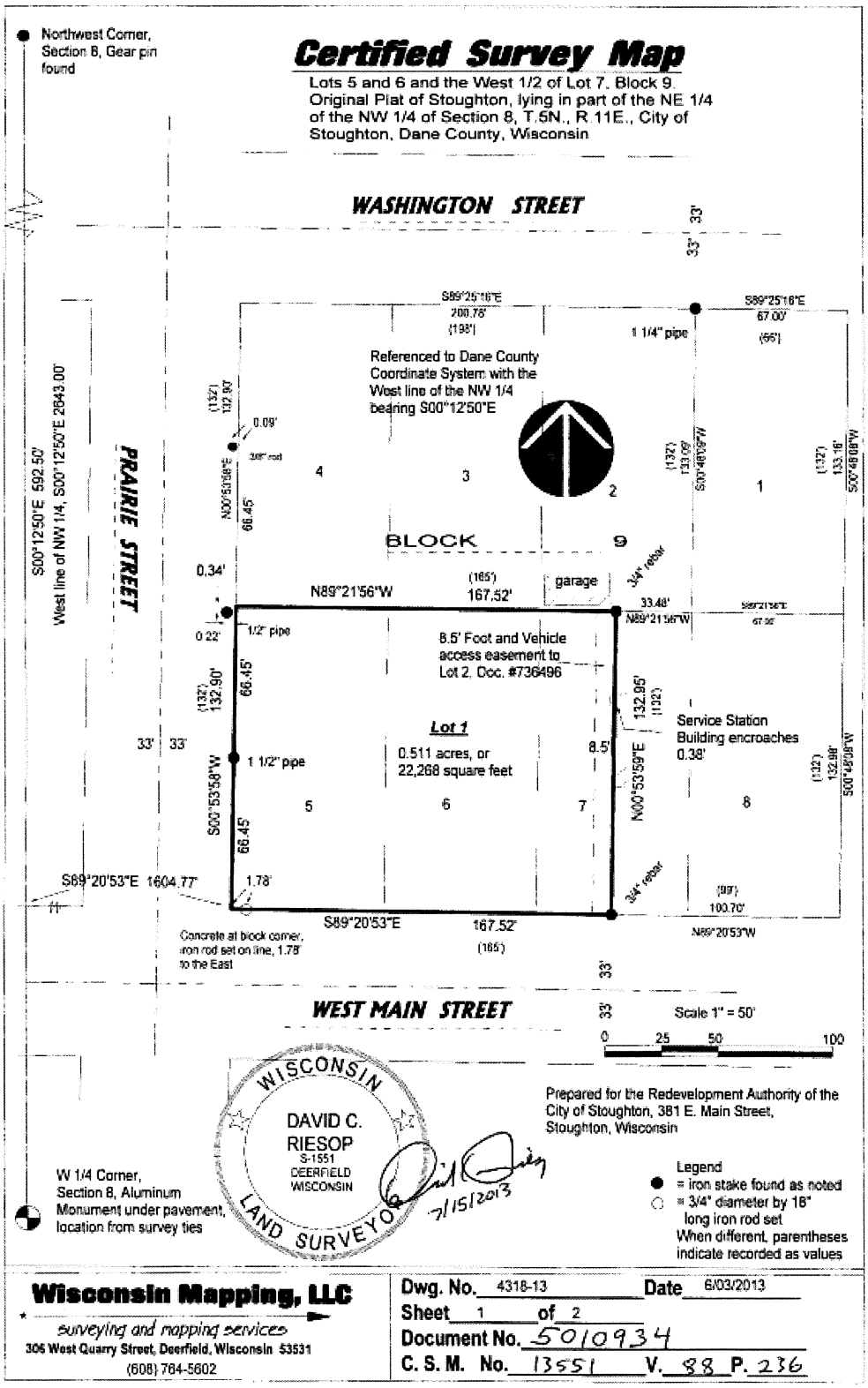

EXHIBIT B

ACCESS AND INDEMNIFICATION AGREEMENT

This ACCESS AND INDEMNIFICATION AGREEMENT (the "Agreement"), effective as of the last signature date below, is by and between the Redevelopment Authority of the City of Stoughton, Wisconsin ("RDA" or "Seller") and Blake George and/or assigns ("Buyer"). The parties may be referred to individually as "Party" or collectively as "Parties."

WHEREAS, the RDA and Buyer are Parties to an accepted Purchase and Sale Agreement ("PSA") whereby the RDA agrees to sell and Buyer agrees to purchase vacant real estate located at 314 West Main Street, Stoughton, Wisconsin (the "Property"); and

WHEREAS, as part of the transaction, the RDA and Buyer have agreed that Buyer will engage in environmental clean-up for redevelopment of Property and continue to have ongoing obligations relating to the maintenance and management of environmental hazard mitigation system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Access. Prior to Closing, the RDA shall provide Buyer, their contractors and agents, with reasonable access to the Property. Buyer shall perform the environmental work described in: (i) the Summary of Estimated Environmental Cost for Redevelopment of 314 West Main Street, Stoughton, Wisconsin 53589 ("Summary"), provided by SCS Engineers ("SCS"), dated May 21, 2018, attached as Exhibit A, and other related work resulting from the work being done by SCS, and including any other or additional work that may be needed based on an update to the Summary; and (ii) the Approval of Materials Management Plan for Former Speedway #2068 issued by the Wisconsin Department of Natural Resources on April 24, 2019 ("WDNR Approval") attached as Exhibit B, including all documents referenced therein, as the WDNR Approval and referenced documents may be updated and/or revised (collectively, the "Work"). Buyer and SCS or any other environmental consultant, or any contractor or subcontractor engaged by Buyer shall comply with all applicable statutes, laws, regulations, and ordinances in doing such environmental clean-up Work. Buyer shall keep the Property free and clear of liens and encumbrances arising from or related to the Work. Buyer, on behalf of himself, contractors employed by him, and for all other persons, including contractors and subcontractors, performing any labor or furnishing any materials for the Work, hereby waives, to the fullest extent permitted by law, all liens for or on account of the Work. Buyer shall not assign his rights or obligations under this Agreement without the written consent of the RDA. Buyer's obligation to complete the Work shall survive and continue after Closing.

2. Ongoing Maintenance Obligation. Pursuant the WDNR Approval, Buyer shall be required to install a vapor mitigation system at each building. Buyer shall be solely

responsible for ongoing maintenance and management that may be required for such vapor mitigation system and any other ongoing maintenance and obligations for compliance with the WDNR Approval ("Maintenance Obligation"). This Maintenance Obligation shall survive Closing.

3. Indemnification. Buyer shall indemnify and hold harmless the RDA, its officers, directors, employees, agents, subcontractors, invitees and successors (individually, "Indemnified Party" and collectively, "Indemnified Parties"), from and against any and all claims, demands, suits, liabilities, judgments, losses, costs, damages, fines, penalties, and expenses (including reasonable attorneys' fees and costs of litigation) because of any injury to person, life, or property or injury resulting in the death of any person or persons, arising out of or in connection with the performance or progress of the Work to be done hereunder, arising out of Buyer's access on or presence at or upon the Property prior to Closing, or arising out of Buyer's ongoing Maintenance Obligation, except the portion of liability that shall be determined or mutually agreed to be caused by the negligence of one or more of the Indemnified Parties.

4. Insurance. Buyer shall ensure that SCS or any other environmental consultant and any contractors and subcontractors carry the following insurance coverages in the amounts required by statutes: workers compensation, commercial general liability, and business automobile.

5. Termination. This Agreement shall automatically terminate on the date that the Work by SCS or any other environmental consultant is completed, as evidenced by satisfactory documentation from the Wisconsin Department of Natural Resources ("WDNR") and any other applicable government agency. If the transaction between the RDA and Buyer for the Property does not close as agreed to by the Parties, and the Parties execute a Cancellation Agreement and Mutual Release, Buyer agrees that the RDA will have no obligation to Buyer for any Work completed by SCS, any contractor or subcontractor, or any other environmental consultant or remediation contractor. Notwithstanding any provision in this Section 5, if the transaction between the RDA and Buyer for the Property does close as agreed to by the Parties, Buyer's Maintenance Obligation and related Indemnification obligation shall not terminate but rather, shall run with the land and bind Buyer and Buyer's heirs, successors, and assigns.

[*Signatures on following page.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date signed below.

SELLER:
REDEVELOPMENT AUTHORITY OF THE CITY OF STOUGTON

By: _____
Name: Dale Reeves
Title: Chair, RDA
Date: 10.16.2020

BUYER:

BLAKE GEORGE

_____
Date: 10-21-2020

Exhibit A – Summary of Estimated Environmental Cost for Redevelopment of 314 West Main Street, Stoughton, Wisconsin 53589, from SCS Engineers, dated May 21, 2018

Exhibit B – Approval of Materials Management Plan for Former Speedway #2068 issued by the Wisconsin Department of Natural Resources on April 24, 2019

Environmental Consultants
and Contractors

2830 Dairy Drive
Madison, WI 53718-6751

608 224-2830
FAX 608 224-2839
www.scsengineers.com

SCS ENGINEERS

May 21, 2018
File No. 25071218

Mr. Todd Nelson
710 Clyde Street
Stoughton, Wisconsin 53589

Subject: Summary of Estimated Environmental Cost for Redevelopment of 314 West Main Street, Stoughton, Wisconsin 53589

Dear Todd:

SCS Engineers (SCS) reviewed available environmental reports and plan sheets provided by you for the proposed redevelopment of the property at 314 West Main Street, and is providing the following opinion of probable environmental cost for redevelopment of the site including: estimated costs for handling and disposal of petroleum contaminated soil and groundwater, SCS field services and management costs, and reporting to the Wisconsin Department of Natural Resources (WDNR). Actual costs will depend on building design, construction methods, schedule, and site conditions related to groundwater levels, among other factors.

The cost estimate also takes into consideration observations made by SCS during the test pit investigation conducted on May 15, 2018. Those observations include the presence of groundwater at depths of 3 to 4 feet below ground surface and soft or loose fill soils present to varying depths. Petroleum contamination was evident in soil and groundwater at some locations at the site. Soil and groundwater samples were collected, but analytical results from the laboratory have not yet been received by SCS.

The estimated costs are summarized on the attached **Table 1**. Following is an explanation of each item listed on the table.

Item 1. Planning, Permitting, Coordination

Included are SCS consulting services as follows:

- Client and contractor correspondence and meetings, and internal planning and scheduling.
- Preparation of soil disposal profiles and contract coordination with a soil disposal facility.
- Coordination with a septic hauler and tank rental company for dewatering during construction.
- Permitting for disposal of dewatering water to the Madison Metropolitan Sewage Disposal facility.
- Preparation of a Materials Management Plan for submittal to the WDNR.

- Vapor barrier and venting system design.

Item 2. Field Work

Included are SCS services for the following:

- Field screening soil, confirmation soil sampling and laboratory analysis, documentation of soil disposal, and excavation extents.
- Dewatering coordination, documentation, and reporting.
- Vapor barrier and venting system installation documentation.
- Site visits related to environmental concerns as needed.

We assume a normal 7 to 10 business day turn time for laboratory analysis of soil and samples, and that SCS staff will be on-site for portions of up to 7 days.

Item 3. Documentation Report

Preparation of a report by SCS for submittal to the WDNR summarizing soil data, and documenting contaminated soil and groundwater disposal, vapor barrier venting system installation, and the residual contaminant degree and extent.

Item 4. Water Disposal

Installation of building footing, foundation, and utilities will require dewatering of excavations in lower portions of the site especially if construction occurs when the groundwater table is high as observed on May 15, 2018. We assume the following contractor costs for the cost estimate:

- Pumping and disposal of up to 30,000 gallons of water, temporary storage in an on-site rented tank, and hauling to the MMSD facility by a septic waste hauler.

Item 5. Vapor Barrier Upgrade

The contractor cost includes upgrading the vapor barrier to a minimum 15-mm thick barrier meeting tensile strength and permeability criteria, installation of a geotextile, clear stone venting layer, and perforated piping.

Item 6. Soil Disposal

The estimated cost assumes a $25 per ton tipping fee for disposal of 860 tons of petroleum contaminated soil at a Waste Management facility (Madison Prairie or Deer Track Park Landfill) billed directly to you. Excavation and hauling costs are not included in the estimate.

Installation of building footing, foundation, and utilities in lower portions of the site will encounter contaminated soil. Generally, most of the contaminated soil that will be encountered during construction is located near the groundwater table. If over excavation is needed because

of soft soils or flowing sand at the water table, additional contaminated soil disposal may be required.

Please contact us at 608-224-2830 if you have any questions or comments.

Sincerely,

Betty J. Socha, PhD, PG
Senior Project Manager
SCS ENGINEERS

Tony Kollasch
Project Engineer
SCS ENGINEERS

BJS/AJR/TJK

Enclosures: Table 1 – Summary of Estimated Environmental Costs for Site Redevelopment

I:\25218094.00\Deliverables\Cost Summary\2018 05 21 Cost Estimate Summary.docx

Table 1. Summary of Estimated Environmental Costs for Site Redevelopment
314 W. Main St., Stoughton, WI
File # 25218094.00

Item	Task	Consulting Labor	Consulting Expenses	Laboratory	Contractors	Total
1	Planning, Permitting, Coordination	$6,085				$ 6,085
2	Field Work	$9,960	$650	$1,100		$ 11,710
3	Documentation Report	$5,365				$ 5,365
4	Water Disposal				$5,200	$ 5,200
5	Vapor Barrier Upgrade				$6,000	$ 6,000
6	Soil Disposal				$21,600	$ 21,600
	Subtotals	**$21,410**	**$650**	**$1,100**	**$32,800**	
		Estimated Total Costs				**$55,960**

A description of each items including assumptions is provided in correspondence dated May 21, 2018.

I:\25218094.00\Deliverables\Cost Summary\[2018 05 21 Redevelopment Cost Estimate.xls]Summary

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
3911 Fish Hatchery Road
Fitchburg WI 53711-5397

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463

April 24, 2019

File Ref.: 03-13-002716

Mr. Blake George
314 West Main Street Stoughton, LLC
6430 Bridge Road, Suite 230
Madison, WI 53713

Subject: Approval of Materials Management Plan for Former Speedway #2068
314 West Main Street, Stoughton, Wisconsin
BRRTS Number: 03-13-002716
Property Parcel Number: 281/0511-082-0710-2

Dear Mr. George:

The Wisconsin Department of Natural Resources ("Department") has received your request for approval of a materials management plan (MMP) for the former Speedway #2068, 314 West Main Street, Stoughton ("Property"). The MMP was submitted on behalf of 314 West Main Street Stoughton LLC by True North Consultants (True North) and was received on March 28, 2019. The technical assistance fee for providing review and response in accordance with s. NR 749, Wis. Adm. Code was received on March 28, 2019. Approval is granted contingent upon the purchase and redevelopment of the Property by 314 West Main Street Stoughton, LLC and the conditions included in this letter.

Summary of Proposed Materials Management Activities

The 0.5-acre Property was formerly occupied by a gasoline station which was investigated and closed in September of 2005 with continuing obligations for residual soil and groundwater contamination. In 2010 as part of a site assessment grant, the underground storage tank system and buildings were removed from the Property. In May of 2018 work associated with a Phase II Site Investigation confirmed the presence of residual soil and groundwater contamination at the Property.

Redevelopment of the Property at 314 West Main Street, Stoughton consists of construction of two separate multi- story apartment buildings with slab on grade construction. Foundation wall, footings, sub-grade site preparation and a stormwater detention basin will require soil excavation. It is estimated that approximately 900 cubic yards of soil, of which 600 cubic yards (1,200 tons) is anticipated to be contaminated, will be removed from the Property. During excavation, True North will screen excavated soil to segregate contaminated soil which will be properly disposed at a licensed landfill. Soil samples will be obtained at the extent of excavation to denote areas of residual soil contamination at the Property. Groundwater dewatering will be required during excavation/ foundation construction. Approval/ issuance of a Wisconsin Pollutant Discharge Elimination System (WPDES) permit from the Department Wastewater program will be required prior to dewatering. A vapor barrier will be installed beneath the slab of the buildings and a passive vapor mitigation system will be installed at each building. The system will be constructed so that it may be converted to an active system if post construction testing indicates exceedance of indoor air standards. After construction, a post closure modification (PCM) request will be submitted to the Department. The PCM will add, as appropriate, a requirement to maintain a cap or barrier consisting of the buildings and asphalt parking areas as a continuing obligation.

The Department reviewed the following in evaluating the request:

- Department Speedway #2068 closed site file; BRRTS# 03-13-002716
- True North Consultants "Material Management Plan, 314 West Main St. Stoughton LLC (fka Speedway #2068) ..." dated March 14, 2019
- General Engineering Company "Brownfield Documentation Report for City of Stoughton 314 West Main Street..." dated March 2011
- SCS Engineers "Limited Site Investigation Report 314 West Main Street, LLC Property..." dated May 2018

The Materials Management Plan is **approved** subject to the purchase and redevelopment of the Property by 314 West Main Street Stoughton, LLC and the following conditions:

1. Excavation, landfill disposal and dewatering activities at the Property shall be completed within one year of the date of this letter, unless a written extension of this condition is obtained from the Department.
2. 314 West Main Street Stoughton, LLC/ True North shall manage excavated soil in conformance with the approved materials management plan.
3. If areas of unanticipated soil/ groundwater contamination or underground storage tanks, piping, drums, etc. are encountered, the Department shall be notified within 24 hours of discovery and appropriate actions to investigate, evaluate and address the discovery shall be proposed. Notification of a discharge shall be submitted to the Department in accordance with s. NR 706.05(1).
4. 314 West Main Street Stoughton, LLC/ True North is responsible for obtaining any local, state, federal or other applicable permits required to implement this project.
5. 314 West Main Street Stoughton, LLC/ True North shall submit a documentation report to the Department within 90 days of substantial completion of the redevelopment project. The report shall contain the following:
    - As-built drawings documenting compliance with the above conditions of approval;
    - A narrative description of how the above conditions were accomplished including relevant documentation;
    - Color photographs documenting excavation, construction, etc. addressed in this approval;
    - Documentation of excavation and landfill disposal. The report shall include the total volume and final location/disposition of relocated material; and description of the areas of residual soil contamination based on the extent of excavation sampling.
    - A letter under the seal of a professional engineer registered in the State of Wisconsin certifying that the project has been constructed in substantial compliance with the above conditions and explaining any deviations from the approved plans.
6. 314 West Main Street Stoughton, LLC/ True North shall submit a Continuing Obligation Modification request to the Department within 90 days of substantial completion of the redevelopment project. The request shall include a maintenance plan and indicate areas at the Property where buildings or asphalt cover act as a cap or barrier to direct contact to residual contaminated soil.

The Department reserves the right to require the submittal of additional information or to modify or revoke this MMP approval if 314 West Main Street Stoughton, LLC/ True North fails to comply with the requirements of the proposed MMP. The Department also retains its right to modify or revoke this approval if circumstances or conditions change, or if information is discovered which would warrant modification or revocation of this approval. This approval is only applicable if 314 West Main Street Stoughton, LLC proceeds with the Property redevelopment as proposed.

If you have any questions regarding this decision or anything outlined in this letter, please contact Larry Lester at (608) 275-3465 or by e-mail at lawrence.lester@wisconsin.gov.

Sincerely,

Steven L. Martin, P.G.
South Central Region Team Supervisor
Remediation and Redevelopment Program

cc: Thomas Culp, True North Consultants (electronically)
Jamin Friedl, City of Stoughton Redevelopment Authority(electronically)
Janet DiMaggio, SCR (electronically)
Michael Prager, CO (electronically)

EXHIBIT C

ENVIRONMENTAL INDEMNITY AGREEMENT

[Attached]

ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement ("Agreement") made as of the 25th day of June, 2020, between Speedway LLC, a Delaware Limited Liability Company with its principal place of business in Enon, Ohio, formerly known as Speedway SuperAmerica LLC, the City of Stoughton Redevelopment Authority ("RDA"), a public body created pursuant to Wis. Stats. § 66.1333(3) and Stoughton City Ordinances Chapter 2, Article IV, Division 13, and the City of Stoughton ("City"). Speedway LLC, the RDA, and the City are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the RDA holds title to the real property legally described on Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the RDA's predecessor in title to the Property, Speedway LLC, formerly known as Speedway SuperAmerica LLC, recorded a Special Warranty Deed on November 15, 2000 in the Dane County Register of Deeds, Doc No. 3266602 that included an exposure restriction, as more fully described in Exhibit B attached hereto and made a part hereof (the "Exposure Restriction"); and

WHEREAS, the RDA intends to sell the Property to a buyer who plans to use the Property in violation of and inconsistent with the Exposure Restriction; and

WHEREAS, the RDA and City desire to terminate the Exposure Restriction of record in exchange for an agreement to fully indemnify Speedway LLC, its assigns, successors, employees, agents, insurers, successor corporations, subsidiary corporations, and parent corporations from any and all losses, damage, claims, suits or actions, judgments and costs (including reasonable

attorneys fees), that arise out of or relate to any use of the Property inconsistent with the Exposure Restriction.

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Speedway LLC, the RDA, and the City, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference as if repeated at length.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

a. "Environmental Damages" shall mean all claims, judgment, damages (including consequential damages), losses, penalties, fines, liabilities, (including strict liabilities), obligations, encumbrances, liens, costs and expenses (including costs and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and have any good faith settlement), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including reasonable attorney's fees and disbursements and consultant fees, any of which are incurred at any time, including:

i. damages, losses or costs for personal injury, or injury to property or natural resources or livestock or crops (including costs of assessment), occurring upon or off of the Property, including lost profits, consequential damages, punitive damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

ii. fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs and expenses incurred in connection with investigation, removal, remediation or post-remediation monitoring, operation and maintenance, of any Hazardous Materials or in connection with the actual or alleged violation of any Environmental Law, including the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, treatment, investigation work or monitoring work, in

each case as required by any Environmental Law, or required to settle or otherwise respond to any third-party claim, or reasonably necessary to make and secure the full economic use and value of the Property or any other property, or otherwise expended in connection with such conditions, and further including any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder;

iii. any additional costs required to take necessary precautions to protect against a release of Hazardous Materials at, on, in, under, migrating from, migrating to, or affecting the Property, whether into the subsurface, air, any body of water, any building or structure on or near the Property, any other public domain or any surrounding or adjoining areas;

iv. any costs incurred to comply, in connection with the Property or any area surrounding or adjoining the Property, with Environmental Law;

v. liability to any third persons or governmental authority for costs expended in connection with the items referenced in clause (ii) above; and

vi. diminution in the value of the Property, and damages for the loss of business and restriction on the use or adverse impact on the marketing of rentable or usable space or of any amenity of the Property.

b. "Environmental Law" shall mean all federal, state or commonwealth and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance and policy statements from regulatory agencies, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State where the Property is located.

c. "Hazardous Materials" shall mean any substances, chemicals, materials, or elements in any physical state (liquid, solid, gaseous/vapor, etc.) that are prohibited, limited or regulated by the Environmental Laws, or any other substances, chemicals, materials, or elements that are defined as "hazardous" or "toxic," or a "pollutant" or "contaminant", or otherwise regulated, under the Environmental Laws, or that are known or considered to be

potentially harmful, hazardous or injurious to human health, the safety of occupants or users of the Property or the environment. The term Hazardous Materials shall also include any substance, chemical, material, or element in any physical state (liquid, solid, gaseous/vapor, etc.) (i) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601, et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act (42 U.S.C. Sections 6991-6991i), as amended from time to time, and regulations promulgated thereunder; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1321), as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), as amended from time to time, and the regulations promulgated thereunder; (iv) defined as "hazardous", "toxic", or a "pollutant", or "contaminant" or otherwise regulated, under any Environmental Laws adopted by the State in which the Property is located, or its agencies or political subdivisions; (v) which is petroleum, petroleum products, ethanol, methyl tertiary butyl ether or derivatives or constituents of or vapors from any of the foregoing; (vi) which is asbestos or asbestos-containing materials; (vii) the presence of which requires notification, investigation or remediation under any Environmental Laws or common law; (viii) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; (ix) the presence of which on

adjacent properties would constitute a trespass; (x) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xi) which is lead based paint or lead based paint-containing materials; (xii) which are polychlorinated biphenyls or polychlorinated biphenyl-containing materials; (xiii) which is radon or radon-containing or producing materials; (xiv) which is or contains excessive moisture.

3. **Indemnification.** The RDA and the City covenant and agree, at their sole cost and expense, to indemnify, defend, protect, save and hold harmless Speedway LLC, its assigns, successors, employees, agents, insurers, successor corporations, subsidiary corporations, and parent corporations against and from any and all Environmental Damages, which may at any time be imposed upon, threatened against, incurred by or asserted or awarded against Speedway LLC, including any Environmental Damages caused or alleged to be caused by Speedway LLC's action, inaction, or negligence, that arise directly or indirectly from or out of:

i. The use or occupancy (if used or occupied at all) of the Property for residential purposes or the purpose of a childcare or eldercare facility, nursing home facility or hospice, hotel or motel, and medical or dental facility, a school, a church, a park, or a hospital;

ii. Any building constructed on the Property that does not have a slab on grade foundation with the top of the slab at or above surface level; or

iii. Water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) installed on the Property.

4. Indemnification Actions. All claims for indemnification under Section 3 shall be asserted and resolved as follows:

(i) For purposes of this Section 4, the term "Indemnifying Party" when used in connection with particular Environmental Damages shall mean the Party having an obligation to indemnify the other Party with respect to such Environmental Damages

pursuant to Section 3, and the term "Indemnified Party" when used in connection with particular Environmental Damages shall mean the Party having the right to be indemnified with respect to such Environmental Damages by the other Party pursuant to Section 3.

(ii) In the event that an Indemnified Party receives notice of the assertion of any claim or the commencement of any action by a third party in respect of which indemnity may be sought under Section 3 ("Third Party Claim"), an Indemnified Party shall promptly notify the Indemnifying Party of such claim (the "Claim Notice"). Failure or delay in notifying an Indemnifying Party will not relieve the Indemnifying Party of any liability it may have to an Indemnified Party, except and only to the extent that such failure or delay causes actual harm to the Indemnifying Party with respect to such Third Party Claim.

(iii) If the Indemnifying Party does not admit its liability or admits its liability but fails to diligently prosecute or settle the Third Party Claim, then the Indemnified Party shall have the right to defend against the claim at the sole cost and expense of the Indemnifying Party, with counsel of the Indemnified Party's choosing, subject to the right of the Indemnifying Party to admit its liability and assume the defense of the Third Party Claim at any time prior to settlement or final determination thereof.

(iv) Mitigation. A Party entitled to indemnification under Section 3 shall use such Party's reasonable efforts in good faith to mitigate all claims promptly upon such Party's knowledge of any event or circumstance which may reasonably be expected to give rise to any claims indemnifiable or recoverable hereunder or in connection herewith.

5. **Release of Exposure Restriction.** In consideration of the indemnity in paragraph 3, Speedway LLC will execute a Release of Restrictive Covenant/Exposure Restriction in the form attached hereto as Exhibit C.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understanding of the Parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the Parties hereto that this Agreement should serve as the complete and exclusive statement of the terms of their agreement. No amendment, waiver or modifications hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the Party or Parties to be affected thereby.

7. **Binding Effect.** The Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8. **Governing Law.** The Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

9. **Opportunity for Consultation.** The Parties acknowledge and agree that each of them has been given the opportunity to consult with counsel and other advisors of their choice and after having such opportunity to consult with their counsel and advisors, enter into this Agreement, and the Parties further acknowledge that this Agreement has been entered into in exchange for good and valuable consideration, the receipt of which each of the Parties hereby acknowledges and that they have carefully and completely read all of the terms and provisions of this Agreement.

10. **Construction.** This Agreement is the product of negotiation and preparation by and among each Party and their respective attorneys, and shall be construed accordingly, and shall not be construed against any Party as being the drafter of this Agreement.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be construed one in the same Agreement, and shall be effective when all such

counterparts have been signed by each of the Parties and delivered (which includes, but is not limited to, electronic transmission) to the other Parties.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement as of the date appearing next to their signatures.

SPEEDWAY LLC

Date:_____ By: Mark A. Redicker Digitally signed by Mark A. Redicker Date: 2020.07.09 14:17:57 -04'00'

Authorized Representative

CITY OF STOUGHTON REDEVELOPMENT AUTHORITY

Date: 06/25/2020 By:_____

Authorized Representative

CITY OF STOUGHTON

Date: 06/25/2020 By:_____

Authorized Representative

Approved by the Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

Lee & Assoc of Madison
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Buyer and Seller agree to amend the Offer dated October 21, 2020, and accepted October 21, 2020, for the purchase and sale of real estate at 314 West Main Street, Stoughton, WI _____, Wisconsin as follows:

Closing date is changed from _____, _____, to _____, _____.

Purchase price is changed from $ _____ to $ _____.

Other: The date for removal of all contingencies is extended to March 1st of 2021.

The attached None. is/are made part of this Amendment.

ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before January 21, 2021 at 5:00 pm (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.

NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 30-33.

This Amendment was drafted by Blake George of Lee and Associates on 01/16/2021
Licensee and Firm ▲ Date ▲

This Amendment was presented by Blake George of Lee and Associates on 01/16/2021
Licensee and Firm ▲ Date ▲

(x) _____ 01/16/2021
Buyer's Signature ▲ Date ▲
Print name ▸ Blake George

(x) _____ 01/19/2021
Seller's Signature ▲ Date ▲
Print name ▸ Dale Reeves, Chair RDA

(x) _____
Buyer's Signature ▲ Date ▲
Print name ▸

(x) _____
Seller's Signature ▲ Date ▲
Print name ▸

This Amendment was rejected _____ _____ _____ _____
Party Initials ▲ Date ▲ Party Initials ▲ Date ▲