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

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is entered into as of the _____ day of _____, 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 an environmental grant from the State of Wisconsin.

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:

_____ _____
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

[To be inserted.]

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 solely 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: _____

BUYER:

BLAKE GEORGE

_____
Date: _____

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

EXHIBIT C

ENVIRONMENTAL INDEMNITY AGREEMENT

[Attached]