WB-24 OPTION TO PURCHASE

~~BROKER DRAFTING THIS OPTION ON~~ _____ ~~[DATE] IS AGENT OF (SELLER)(BUYER)(DUAL AGENT)~~ ~~STRIKE TWO~~

The Seller, DONALD D. WAHLIN, hereby grants to Buyer, CITY OF STOUGHTON REDEVELOMENT AUTHORITY, an option to purchase (Option) the Property known as [Street Address] SEE ATTACHED ADDENDUM in the CITY of STOUGHTON, County of DANE, Wisconsin, (if this Option is to be recorded, insert legal description at lines 218-224 or attach as an addendum per line 225) on the following terms:

DEADLINE FOR GRANT OF OPTION This Option is void unless a copy of the Option which has been signed by or on behalf of all Owners is delivered to Buyer on or before March 10, 2010 (Time is of the Essence).

OPTION TERMS An option fee of $ 1,000.00 will be paid by Buyer within 10 days of the granting of this Option, and shall not be refundable if the Option is not exercised. If the Option is exercised, $ 1,000.00 of the option fee shall be a credit against the purchase price at closing. This Option may only be exercised by delivering written notice to Seller no later than midnight December 31, 2010. Buyer may sign and deliver the notice at lines 247-248, or may deliver any other written notice which specifically indicates an intent to exercise this Option. This Option shall be extended until December 31, 2011, upon payment of $ 1,000.00 in cash or equivalent to Seller on or before December 31, 2010, as an option extension fee which shall not be refundable if this Option is not exercised. If this Option is exercised, $ 1,000.00 of the option extension fee shall be a credit against the purchase price at closing. The option fee and option extension fee shall be (paid directly to Seller) ~~(held in listing broker's trust account until~~ _____) STRIKE ONE.

This Option, or a separate instrument evidencing this Option, (may) ~~(may not)~~ STRIKE ONE be recorded. ***CAUTION: FAILURE TO RECORD MAY GIVE PERSONS WITH SUBSEQUENT INTERESTS IN THE PROPERTY PRIORITY OVER THIS OPTION.***

TERMS OF PURCHASE If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

■ PURCHASE PRICE: One Hundred Ten Thousand _____ Dollars ($ 110,000.00) will be paid in cash or equivalent at closing unless otherwise provided below.

■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures, as defined at lines 172-175 and as may be on the Property on the date of this Option, unless excluded at lines 28-29, and the following additional items: NONE

■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: Seller shall remove all vehicles and other personal property from the Property prior to closing.

■ ~~CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein)** 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 and~~ _____ ~~(provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.~~

PLACE OF CLOSING This transaction is to be closed at the place designated by Buyer's mortgagee or as mutually agreed _____ within 60 days after the exercise of the Option, unless another date or place is agreed to in writing.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option (lines 218-224 or in an addendum per line 225). ~~Occupancy shall be given subject to tenant's rights, if any.~~ **Caution: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are The property is not leased or occupied by any tenant.

CLOSING PRORATIONS The following items shall be prorated at closing: real estate taxes, ~~rents, private and municipal charges, property owner's association assessments, fuel~~ and NONE OTHER _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. ~~Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) (~~ _____ ~~)~~. STRIKE AND COMPLETE AS APPLICABLE

CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

ZONING ~~Seller represents that the property is zoned~~ _____.

REPRESENTATIONS REGARDING PROPERTY AND TRANSACTION ~~Seller represents to Buyer that as of the date Seller grants this Option Seller has no notice or knowledge of conditions affecting the Property or transaction (as defined at lines 63 - 88) other than those identified in Seller's property condition report, dated~~ _____ ~~, which was received by Buyer prior to Buyer signing this Option~~ COMPLETE DATE OR STRIKE AS APPLICABLE and _____.

Seller agrees to notify Buyer of any condition affecting the Property or transaction which ~~is materially inconsistent with the above representations, which~~ arises after this Option is granted, but prior to exercise of this Option. Buyer shall have reasonable access to the Property, upon reasonable notice, from the time this Option is granted until the time for closing, for the purpose of inspecting and testing the Property to the extent reasonably necessary to fulfill the inspection and testing provisions of this Option. (See lines 110-124). A "condition affecting the Property or transaction" is defined as follows:

(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property:
(b) completed or pending reassessment of the Property for property tax purposes;
(c) government agency or court order requiring repair, alteration or correction of any existing condition;
(d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
(e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
(f) conditions constituting a significant health or safety hazard for occupants of Property; **Note: Possible LBP Disclosure Requirement.**
(g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
(h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
(i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
(j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
(k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
(l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
(m) cisterns or septic tanks on the Property which are currently not servicing the Property;
(n) subsoil conditions which would significantly increase the cost of building on the property including, but not limited to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
(o) a lack of legal vehicular access to the Property from public roads;
(p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program (Wis. Stats. §94.73);
(q) other conditions or occurrences which would reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

■ ~~**PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons, unless verified by survey or other means. ***CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.***~~

■ **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the purchase price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day this Option is exercised. If the damage is greater than 5% of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Option may be rescinded by Buyer and all Option fees paid by Buyer shall be immediately returned to Buyer. Should Buyer elect to exercise this Option despite such damage, Seller shall either repair the Property and restore it to the same condition that it was on the day of exercise of this Option, except for ordinary wear and tear or Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy.

■ **BUYER DUE DILIGENCE:** Prior to exercising this Option Buyer may need to perform certain inspections, investigations and testing. Buyer is only authorized to do those inspections, investigations and tests which are authorized at lines 196-200 or lines 218-225. In addition to these inspections, investigations and tests, Buyer may need to obtain financing, approvals or other information, including but not limited to building permits, zoning variances, Architectural Control Committee approvals, review of condominium documents, review of business records, estimates for utility hook-up expenses, special assessments, charges for installation of roads or utilities, etc. WARNING: If Buyer contemplates developing Property or a use other than the current use, there are a variety of issues which should be addressed in order to determine the feasibility of development of, or a particular use for, a property. Buyer is solely responsible for all expenses relating to financing, inspections, investigations, testing, approvals, permits, estimates, etc.

■ ~~**INSPECTIONS:** An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice for those inspections authorized at lines 197-198. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Option.~~

■ ~~**TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's testers reasonable access to the Property upon reasonable notice for those tests authorized at lines 199-200. Note: The authorization for testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the authorization. Unless otherwise agreed, Buyer shall return the Property to its original condition following testing. **Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.**~~

■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for changes approved by Buyer.

■ **CONDOMINIUM DISCLOSURES:** If the Property is a Condominium, Seller agrees to provide Buyer, at Seller's cost (see Wisconsin Statutes §703.20(2)), complete, current copies of the disclosure materials (organization and operational documents, plans, financial

statements, and in the case of a conversion condominium property information) as required by Wisconsin Statutes §703.33 no later than 15 days prior to closing and any amendment to these materials promptly after it's adoption (except as limited for small residential condominiums per Wisconsin Statutes §703.365). These materials are available at cost from the condominium association. As provided in Wisconsin Statutes §703.33(4), Buyer may, within five business days after receipt of these documents, including any material modification thereto, rescind this Option by written notice mailed or delivered to Seller, the date of mailing or actual delivery being the effective date of notice.

TITLE EVIDENCE

■ ~~FORM OF TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. *CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.*~~

■ ~~PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. *CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.*~~

■ ~~TITLE ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Option shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.~~

■ SPECIAL ASSESSMENTS: Special assessments, if any, for work actually commenced or levied prior to date this Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. CAUTION: Consider a special agreement if area assessments, property owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. §66.55(1)(c) & (f).

DELIVERY/RECEIPT

Unless otherwise stated in this Option, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery provisions in this Option may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 203-209).** Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Option to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

DATES AND DEADLINES

Deadlines expressed as a number of "days" from an event, such as exercise of this Option, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

FIXTURES A "fixture" is defined as an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures.

ENTIRE CONTRACT This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the Parties to this Option and their successors in interest.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of the terms of purchase after exercise of this Option. A material failure to perform any obligation under the terms of purchase after exercise of this Option is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults under the terms of purchase after exercise of this Option, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the purchase agreement and have the option to sue for actual damages.

If Seller defaults under the terms of purchase after exercise of this Option, Buyer may:

(1) sue for specific performance; or

(2) terminate the purchase agreement and sue for actual damages.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the terms of purchase or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

RENTAL WEATHERIZATION Unless otherwise agreed Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis. Adm. Code Comm. 67), if applicable.

AUTHORIZATION FOR INSPECTIONS AND TESTS Buyer is authorized to conduct the following inspections and tests (see lines 110-121).

INSPECTIONS: N/A

TESTS: N/A

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Option, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 203-212. (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 206 or 208 (if any), for delivery to the Party's delivery address at lines 207 or 209.

Seller's recipient for delivery (optional): Donald D. Wahlin

Seller's delivery address: 416 South Academy Street, P.O. Box 606, Stoughton, WI 53589

Buyer's recipient for delivery (optional): City of Stoughton Finance Director

Buyer's delivery address: 381 East Main Street, Stoughton, WI 53589

(2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 206 or 208.

(3) By fax transmission of the document or written notice to the following telephone number:

Buyer: (608) 873-5519 Seller: (609) 873-2575

TIME IS OF THE ESSENCE "Time is of the Essence" as to payment of option fees and extension fee and all other dates and deadlines in this Option except: NONE. If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

This Option (is)~~(is not)~~ STRIKE ONE assignable. This Property (is) ~~(is not)~~ STRIKE ONE homestead property.

ADDITIONAL PROVISIONS

ADDENDA The attached Addendum is/are made part of this Option.

IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

This Option was drafted on 02/19/2010 [date] by [Licensee and Firm] Matthew P. Dregne City Attorney.

(x) _____ _____ _____

Buyer's Signature ▲ Print Name Here: ► Dan Kittleson, Chairman Social Security No. or FEIN (Optional) ▲ Date ▲

(x) _____ _____ _____

Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN (Optional) ▲ Date ▲

SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

(x) _____ _____ _____

Seller's Signature ▲ Print Name Here: ► Donald D. Wahlin Social Security No. or FEIN (Optional) ▲ Date ▲

(x) _____ _____ _____

Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN (Optional) ▲ Date ▲

This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

THIS OPTION IS REJECTED _____ THIS OPTION IS COUNTERED [See attached counter] _____

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

NOTICE OF EXERCISE OF OPTION By signing below and delivering this notice (see lines 201-212) Buyer exercises the Option to Purchase.

(x) _____ (x) _____

Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

ADDENDUM TO WB-24 OPTION TO PURCHASE

SELLER: Donald D. Wahlin

BUYER: City of Stoughton Redevelopment Authority

PROPERTY: 623 Eighth Street, Stoughton, Wisconsin

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1. Addendum. This Addendum to the WB-24 Option to Purchase between the above named Seller and Buyer forms a part of the WB-24 Option to Purchase (Option) to which it is attached. In the event of a conflict between the terms and conditions of the Addendum and the terms and conditions of the Option the terms and conditions of the Addendum shall govern and prevail.

2. Property Description. The property is vacant land located at approximately 623 Eighth Street, in the City of Stoughton, Dane County, Wisconsin, and is more particularly described on Attachment A to this Addendum.

3. Cooperation with Development Approvals. Prior to the exercise of the Option, Seller shall cooperate with Buyer in applying for and obtaining any change in zoning, zoning permits or other governmental approvals needed to allow the Property to be developed for multi-family housing.

4. Title Evidence. In the event Buyer exercises the Option, Seller, at Seller's expense, shall promptly (and no later than 20 days before Closing) obtain and deliver to Buyer a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by a title insurance company licensed to issue title insurance in Wisconsin ("Title") showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing, naming Buyer as the proposed owner-insured of the Property in the amount of the Purchase Price (the "Commitment"). Buyer within 15 days after receipt of the Commitment, will make objections to the title to the Property based upon examination of the Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, Seller shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed 60 days after the making of such objections by Purchaser to cure such objections and obtain appropriate endorsements to the Commitment indicating that any such objections have been cured. Pending the correction of the title, the Closing Date and the payments hereunder required shall be postponed, but upon correction of the title and within 15 days after written notice of such correction given by Seller to Buyer, Seller and Buyer shall close and perform this Agreement according to its terms.

Buyer need not object to mortgages or other liens against the Property. If not sooner satisfied, Seller shall satisfy them at closing.

If Seller does not cure Buyer's objections by the Closing Date, or if title to the Property is not good and marketable of record in Seller at the Closing Date, then Buyer may chose to not close and terminate the exercised Option, or Buyer may elect to waive the objection and accept the title to Seller's interest in the Property in its unmarketable condition.

Seller shall also provide at Seller's cost gap insurance coverage to insure merchantable title through the recording of the warranty deed.

5. Inspections. An "inspection" is defined as an observation of the Property which includes testing of the Property, including testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. Seller agrees to allow Buyer and others approved by Buyer reasonable access to the Property upon reasonable notice for inspections. Buyer agrees to promptly restore the Property to its original condition after inspections are completed, unless otherwise agreed.

6. Testing: Except as otherwise provided, Seller's authorization for inspections authorizes Buyer and others approved by Buyer to conduct testing of the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's testers reasonable access to the Property upon reasonable notice for testing purposes. Unless otherwise agreed, Buyer shall return the Property to its original condition following testing. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

7. No Displacement and Acknowledgment and Waiver of Rights Under Chapter 32. Seller represents and warrants that the sale of the Property to Buyer will not result in the displacement of persons or business concerns for purposes of Chapter 32, Wis. Stats. Seller acknowledges that Seller is not required to grant this Option and the City will not use its power of eminent domain for the purpose of acquiring the Property if Seller chooses to not grant this Option. Seller acknowledges Seller's agreement to grant this Option is voluntary. Seller acknowledges receipt of the Wisconsin Department of Commerce pamphlets entitled *The Rights of Landowners Under Wisconsin Eminent Domain Law* and *Wisconsin Relocation Rights – Business, Farm and Nonprofit Organizations* (the "Pamphlets"). Seller acknowledges that having received and reviewed the Pamphlets, and being aware of rights, remedies, requirements and conditions referred to therein, Seller specifically waives the following:

a. Any right of Seller to receive a full narrative appraisal from Buyer or for Seller to obtain Seller's own appraisal, the reasonable cost of which, if timely produced, would have been paid by Buyer;

b. Any right of Seller to receive any maps or names of other owners relating to Buyer's purchase of the Property;

c. Any requirement that Buyer prepare, serve on Seller, or record a certificate of compensation concerning the Property;

d. Any requirement that a notice of the right to appeal the amount of compensation (the consideration paid and agreed to be paid in exchange for the Property) be served by Buyer or Seller, and any right Seller may have to appeal the amount of compensation paid or agreed to be paid herein.

8. Additional Covenants and Warranties of Seller. Seller covenants with and warrants to Buyer as follows:

a. Prior to the Closing Date, Seller will not permit any lien or encumbrance to be placed against the Property or any part thereof and will not commit waste on the Property.

b. There are and at closing there will be no tenants, persons or entities occupying or having a right to occupy the Property or any part thereof, whether pursuant to a lease or other occupancy agreement or otherwise.

c. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to Seller's best knowledge, threatened against Seller or the Property which could affect the Property, any portion thereof or title thereto. Seller shall give Buyer prompt written notice if any such action, litigation, investigation, condemnation, or proceeding is commenced on or prior to the Closing Date.

d. Seller shall promptly notify Buyer in writing if it acquires any knowledge which changes any representation or warranty set forth above or elsewhere in the Option or this Addendum. The notice shall describe in detail the nature of the change and the basis therefore. If there is a material adverse change in any of the foregoing representations between the time the Option is exercised and prior to Closing, Buyer will have the right to terminate the Option by giving written notice to Seller within ten (10) days after it receives written notice of such material change. If Buyer so terminates the Option, neither party shall have further rights or obligations hereunder.

9. Closing. The closing shall take place at the offices of Title or such other place as Seller and Buyer mutually agree. At the closing, Seller shall deliver to Buyer:

a. A Warranty Deed properly executed by Seller in recordable form conveying the Property to Buyer and warranting title thereto subject to no exceptions except those to which Buyer has not objected or has expressly agreed to pursuant to section 3 a hereof.

b. A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Seller.

c. A "marked-up" commitment (initialed by the appropriate title company officer) to issue a policy of title insurance subject to no exceptions except those to which Buyer has not objected or has expressly agreed to pursuant to Section 3 a hereof. Seller shall be responsible for the payment of the premium for such policy of title insurance.

10. Real Estate Taxes and Special Assessments. Real estate taxes due and payable for all years prior to that in which Closing occurs, including any amounts otherwise payable for such years which may have been deferred pursuant to applicable law, shall be paid by Seller. Real estate taxes due and payable for the year in which closing occurs, including any amount otherwise payable for such year which may have been deferred pursuant to applicable law, shall be prorated between Seller and Buyer based on the actual Closing Date. 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 preceding year. If proration is based on the taxes for the preceding year, an adjustment shall be made when the amount of taxes for the year of closing becomes available.

11. Notices. All documents to be delivered and all correspondence and notices to be given in connection with this Agreement shall be in writing and given by personal delivery, by facsimile, or sent by a nationally recognized overnight courier or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Donald D. Wahlin
416 South Academy Street
P.O. Box 606
Stoughton, WI 53589
Fax: (608) 873-2575

If to Buyer: Laurie Sullivan, Finance Director
City of Stoughton
381 East Main Street
Stoughton, WI 53589
Fax: (608) 873-5519

With a copy to: Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
Fax: (608) 259-2600

A notice delivered personally shall be delivered personally to the person whose attention mailed notices are addressed. A notice sent by facsimile shall be deemed given to the party to whom it is sent on the date actually transmitted. A notice sent by mail shall be deemed to have been given to the party to whom it is addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed to such party at its then current address for the giving of notices. Either party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other party hereto, in the manner above specified ten (10) days prior to the effective date of said change.

12. Commissions. Seller hereby warrants to Buyer that all commissions, finder's fees or like charges incurred in connection with this transaction as a result of Seller's actions shall be paid by Seller and Seller will hold Buyer harmless for those charges.

13. Default. Should Seller default in the performance of its obligations hereunder or breach any warranty contained herein, and such default shall not be cured within ten (10) days after notice from Buyer, Buyer shall have and may pursue all rights and remedies available to it hereunder, at law or in equity, or otherwise, including, but not limited to, an action for damages or specific performance. Should Buyer default in the performance of its obligations hereunder or breach any warranty contained herein, and such default shall not be cured within ten (10) days after notice from Seller, Seller shall have and may pursue all rights and remedies available to it hereunder, at law or in equity, or otherwise, including, but not limited to, an action for damages or specific performance.

14. Risk of Loss. Risk of loss to the Property prior to the time of closing shall remain in Seller. In the event that prior to the time of closing, proceedings for the condemnation of the Land or any portion thereof are commenced by governmental authority having jurisdiction to do so, Buyer may, at its option, terminate this Agreement

by written notice to Seller whereupon neither party shall have any further rights, obligations or liability hereunder. In the event of any such condemnation, and if this Agreement is not terminated on account thereof, Seller shall assign to Buyer at closing its rights to any such condemnation award.

15. Miscellaneous. All of the covenants, warranties, and provisions of this Agreement shall survive and be enforceable after the closing of this transaction. This is a final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. Delivery of an executed copy of this Agreement by facsimile or email shall be deemed delivery of the executed original.

16. Governing Law. The Option and this Addendum shall be governed by and construed in accordance with the laws of the State of Wisconsin.

SELLER:

_____ _____

Date Donald D. Wahlin

BUYER:
STOUGHTON REDEVELOPMENT AUTHORITY

_____ By_____

Date Dan Kittleson, Chair

Attachment A: Legal description and survey map