AGREEMENT IN CONNECTION TO THE SALE OF PROPERTY

BY SAUK COUNTY TO THE CITY OF BARABOO

WHEREAS, Sauk County, a political subdivision of the State of Wisconsin (hereinafter County), and the City of Baraboo, a municipal body corporate (hereinafter City), have agreed on certain conditions in regard to the sale of certain real property located at 314 Depot St. and 325 Lynn St in the City of Baraboo; and,

WHEREAS, the respective governing bodies of the two government entities have passed resolutions approving the sale and purchase of the above referenced property on certain terms and conditions;

WHEREAS, the City and County will seek to use the conveyance of the property from the County to the City without recoupment of the delinquent taxes on the parcels below as part of the local match for Department of Natural Resources and Environmental Protection Agency grants that will be used to study and cleanup these lands, and;

NOW, THEREFORE, in recognition of the mutual promises and agreements made herein, the parties agree as follows:

1. The property at 314 Depot St. (parcel #206-0851-00000) is considered environmentally contaminated based on previous soil tests in the area on the east side of the City Services Center. The contamination is presumed to have originated from the old Onikul junk yard and the former railroad operations of the Chicago & North Western Railroad. The City of Baraboo is acquiring this property and intends to attach it to the City Services Center yard and use it for municipal operations.

a. Environmental cleanup of the property will only be done by the City as necessary after consulting with the Department of Natural Resources.

b. The City does not intend to sell the property but agrees that if the property is sold the City will split the net proceeds of the sale with the County. The net sales proceeds are defined as the gross sales price, less expenses, i.e., less the cost of title insurance, normal and customary closing costs, and any special assessments, demolition costs or environmental cleanup costs.

c. The City of Baraboo shall be responsible for all costs to raze the buildings, if they choose to do so.

d. The City will pay the County for any special assessments or itemized miscellaneous fees as outlined on the County Treasurer’s report in the amounts of $2,535.94 and $289.86 respectively at the time of issuance of a quit claim deed. A total of $2,825.80.

e. The County agrees to provide non-monetary support to the City on any EPA, DNR or other grant application applied for as part of the cleanup of this property.

2. The property at 325 Lynn St. (parcel #’s 206-1759-00000 and 206-0947-00000) are considered environmentally contaminated based on previous soil tests the City conducted in Phase I and II environmental reports by Ayres Associates. The contamination is presumed to have originated from previous business operations on the property. The estimated cost for environmental cleanup of the property is approximately $300,000, including building demolition. Based on past experience with EPA and DNR cleanup grants the City would expect to pay approximately 20% of the cleanup cost or about $60,000.

a. The City of Baraboo is acquiring this property for the purposes of redeveloping it as marketable land.

b. Environmental cleanup of the property will be done by the City as necessary after consulting with the Department of Natural Resources.

c. The City of Baraboo assumes all responsibility for the property cleanup and to raze the building(s).

d. The City will pay the County for any special assessments or itemized miscellaneous fees as outlined on the County Treasurer’s report in the amounts at the time of issuance of a quit claim deed:

i. Parcel # 206-1759-00000 of $2,082.98 and $300.29 respectively. A total $2,383.27. The County will not recoup the back taxes, penalties and interest owed on the property.

ii. Parcel # 206-0947-00000 of $2,111.87 and $292.38 respectively. A total of $2,404.25. The County will not recoup the back taxes, penalties and interest owed on the property.

e. The City intends to sell the property for redevelopment and, when it is sold, the City will split the net proceeds of the sale with County. The net sales proceeds are defined as the gross sales price, less expenses, i.e., the cost of title insurance, normal and customary closing costs, and any special assessments, demolition costs or environmental cleanup costs.

f. The City may obtain Voluntary Party Liability Exemption (VPLE) for the property from the Dept of Natural Resources if necessary.

3. Sauk County agrees to sell and the City of Baraboo agrees to buy the properties described in paragraphs one and two, for the amounts as set forth in those respective paragraphs.

FOR THE COUNTY FOR THE CITY

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Marty Krueger Mike Palm

Sauk County Board Chairperson Mayor of the City of Baraboo

Pursuant to Resolution No. \_\_\_ - 15

ATTEST

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Rebecca DeMars Cheryl Giese

Sauk County Clerk City of Baraboo Clerk

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_