

VACANT LAND OFFER TO PURCHASE

IF ACCEPTED, THIS OFFER CREATE A LEGALLY-ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

The undersigned BUYERS, Rebecca Angle and Tracie Blumentritt, spouses, hereby offer to purchase the property identified with the legal description set forth below (herein "Property"), at the price of Three Thousand Two Dollars (\$3,002.00), and on the terms and conditions as follows:

Legal Description:

A parcel of land being part of Lot 8, Block 3, Plat of McLoone's Hillside Addition to the City of La Crosse, located in the Northeast Quarter of Section 4, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin bounded and described as follows: Commencing at the north one quarter corner of said Section 4; thence South 79°48'24" East, 1361.06 feet to the southwest corner of Lot 8, Block 3 of McLoone's Hillside Addition; thence North 89°24'35" East, 158.00 feet (R.A. S89°47'W, 158') to the southeast corner of said Lot 8; thence North 4°21'56" East (R.A. S4°37'W), 41.83 feet along the east line of said Lot 8 to the point of beginning of the parcel to be described; thence North 85°27'03" West, 26.48 feet; thence North 21°02'02" West, 43.60 feet to the north line of said Lot 8; thence North 89°24'35" East (R.A. S89°47'W), 45.35 feet along said north line to the northeast corner of said Lot 8; thence South 4°21'56" West, 43.39 feet to the beginning. Said described parcel is subject to all easements and restrictions of record. Said described parcel contains 1,501 square feet more or less. Bearings referenced to the west line of the Northeast Quarter of said Section 4, which is assumed to bear South 2°35'37" West.

TIME IS OF THE ESSENCE AS TO: ACCEPTANCE, LEGAL POSSESSION, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER.

Included in the purchase price are such of the following items as may be on the Property on the date of this Offer, which will be delivered free and clear of encumbrances: all fixtures; and all garden bulbs, plants, shrubs and trees.

ADDITIONAL ITEMS INCLUDED IN THE SALE: None.

ITEMS NOT INCLUDED IN THE SALE: None.

SELLER shall, upon payment of the purchase price, convey the Property by warranty deed, or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the Property, recorded building and use restrictions and covenants, general taxes levied in the year of closing, provided none of the foregoing prohibit present use, and SELLER shall complete and execute the documents necessary to record the conveyance.

This offer is binding upon both parties only if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail or a commercial delivery system, addressed to BUYERS at tiblumentritt@gmail.com, with a copy to Attorney Kevin J. Roop at kjr@haleskemp.com or by personal delivery of the accepted offer to BUYERS on or before August 13, 2020. Otherwise, this offer is void and all earnest money shall be promptly returned to BUYERS.

This transaction is to be closed at the office of Hale, Skemp, Hanson, Skemp & Sleik on or before October 16, 2020, or at such other time and place as may be agreed in writing.

Regardless of any provision in this Agreement to the contrary, SELLER makes no warranties or representations (other than warranties of title) regarding the improvements and real estate comprising the Property. SELLER specifically shall convey the improvements and real estate comprising the Property in an "**AS IS - WHERE IS**" condition. BUYERS shall rely exclusively on BUYERS' inspection of the improvements and real estate comprising the Property in proceeding with its purchase hereunder and not on any representation of SELLER or any of SELLER's agents.

The following items shall be prorated as of the day of closing: general taxes, rents, water and sewer use charges, homeowners' association assessments, if applicable.

Special assessments, if any, for work on site actually commenced or levied prior to date of this offer shall be paid by SELLER. All other special assessments shall be paid by BUYERS.

SELLER shall provide to BUYERS at SELLER's expense at least ten (10) business days before closing a commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the purchase price upon recording of proper documents; showing title to the Property as of a date no more than fifteen (15) days before such title proof is provided to BUYERS to be in the condition called for in this offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard title insurance exceptions or abstract certificate imitations, as appropriate. BUYERS shall notify SELLER of any valid objection to title in writing by closing. SELLER shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and closing shall be extended as necessary for this purpose.

SELLER and BUYERS agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest.

Dated: _____, 2020.

BUYERS:

By: _____
Name: Tracie Blumentritt

By: _____
Name: Rebecca Angle

THIS OFFER IS HEREBY ACCEPTED, THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: July ____, 2020.

SELLER:

City of La Crosse

By: _____
Name: James Flottmeyer
Title: Project Specialist