



RIGHT OF FIRST REFUSAL

This Right of First Refusal to Purchase Real estate is made on the 7th day of October, 2019 by and between TERRY A SCHLINTZ and TAMA SCHLINTZ hereinafter referred to as "Owner" and the City of La Crosse, a Wisconsin municipal corporation, hereinafter referred to as "City."

WHEREAS, City desires to obtain a right of first refusal and first option to purchase certain real estate owned by Owner, and

WHEREAS, Owner agrees to grant City a right of first refusal and first option to purchase real estate pursuant to the terms of this agreement.

NOW, FOR AND IN CONSIDERATION of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

- 1. Owner hereby grants to City, the exclusive and irrevocable right of first refusal and first option to purchase, upon the terms and conditions hereinafter set forth for the property more fully described on the attached Exhibit A, including all property, improvements and easements.
2. This right of first refusal and first option to purchase may only be exercised by City when Owner desires to sell the property. Owner is obligated to provide 30 days' written notice to City prior to entering into an agreement to sell the property to a third party.
3. The purchase price for this Right of First Refusal shall be equal to the purchase price offered by a bonafide purchaser in an executed Offer to Purchase Agreement. The City shall have thirty (30) days from the date of receipt of such proposed offer to purchase to accept or reject the same, unless an extension of time may be mutually agreed upon and set forth in writing.
4. The terms of purchase shall be the same price and on the same terms as contained in the proposed contract of sale to the third party, which right of City shall be paramount to the rights of the third party. If City fails to exercise any such preemptive right within the time herein specified, then Owner shall be able to enter into a contract for the sale of the property with the third party at the same price and on the same terms as contained in the proposed contract of sale sent to Owner without any restrictions, and if that sale closes, this Right of First Refusal shall expire, but providing, however, if that sale does not occur on those terms, the Right of First Refusal shall continue.
5. Within fifteen (15) days after the City has exercised its right of first refusal, the Owner shall deliver to the City a Certificate of Title covering the property described on Exhibit A, which shall reflect the fee simple title to the property is vested in Owner and that the same is insurable by a title insurance company licensed to do business in the State of Wisconsin. Said Certificate shall be subject only to taxes for the current year, easements and rights of way of record. Should said Certificate reflect any other exceptions to the title unacceptable to City, City shall notify Owner in writing of any defects within fifteen (15) days and the Owner shall have a reasonable time (but not more than 30 days) in which to make the title good and marketable or insurable and shall use due diligence in an effort to do so. If after using due diligence, the Owner is unable to make the title acceptable to City within such reasonable time, it shall be the option of the

1735939

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
11/07/2019 01:55PM
REC FEE: 30.00
EXEMPT #:
PAGES: 3

Handwritten notes: - 1 #112, Done

Form with fields: ng data, Drafted by & Return to, City Attorney (400 La Crosse St., La Crosse WI 54601), Parcel Identification Number/Tax Key Number (17-10225-060)

C: Eng

City either to accept the title in its existing condition with no further obligation on the part of the **Owner** to correct any defect, or to cancel this Agreement. If this Agreement is cancelled, the Agreement shall terminate without further obligation of either party to the other. If title is acceptable to **City**, the closing shall occur within thirty (30) days after expiration of the title review period. At closing **Owner** shall convey title to **City** by Warranty Deed subject only to exceptions acceptable to **City**.

6. All closing costs and expenses of sale including recording fees and any other costs attributable to the preparation of the Warranty Deed, Title Certificate and other closing documents shall be paid 50% by **City** and 50% by **Owner**.

7. **City** shall be entitled to possession of the property at closing.

8. Taxes shall be prorated to possession of the property at closing.

9. This contract shall be binding upon and to the benefit of the heirs, administrators and assigns of the parties hereto and upon default at any of the terms of this Agreement, the defaulting party agrees to pay all court costs and attorney fees.

10. This agreement shall be governed by the laws of the State of Wisconsin and venued in La Crosse County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 7th day of October, 2019.

Subscribed and sworn to before me this 7 day of October, 2019.

Ashley Marshall
Ashley M. Marshall
Notary Public, State of Wisconsin
My Commission Expires: 12-5-22

Subscribed and sworn to before me this 7 day of October, 2019.

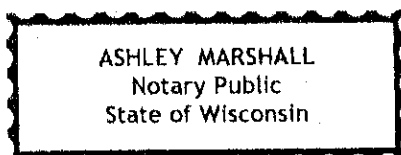
Ashley Marshall
Ashley Marshall
Notary Public, State of Wisconsin
My Commission Expires: 12-5-22

OWNER:

BY: Terry A. Schlintz
Terry A. Schlintz
BY: Tama S. Schlintz
Tama S. Schlintz

CITY OF LA CROSSE:

BY: Kevin Conroy
Kevin Conroy - Housing Rehab.
BY: _____



Legal Description

Lot 5 of Frank Thomas Addition to the City of La Crosse, EXCEPT the West 45 feet thereof, La Crosse County, Wisconsin.