

TOWN OF SHELBY

2800 Ward Avenue
La Crosse, WI 54601



COUNTY OF LA CROSSE
STATE OF WISCONSIN

January 14, 2016

Stephen Matty
La Crosse City Attorney
City Hall
400 La Crosse St
La Crosse, WI 54601

RECEIVED

JAN 19 2016

**City of La Crosse
Legal Department**

Dear Mr. Matty,

Enclosed please find an offer to purchase the Shelby Youth Ball parking lot on 33rd Street.

I have been in contact with Ryan Cornett on the issue and he indicated he will review with you.

If you have any questions, please give me a call.

Sincerely,

Jeffrey L. Brudos
Town of Shelby
Administrator

JLB/gtj

VACANT LAND OFFER TO PURCHASE

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

The undersigned BUYER, the Town of Shelby, a Wisconsin township hereby offers to purchase the property described on Exhibit A attached hereto and incorporated herein by reference in the Town of Shelby, County of La Crosse, Wisconsin (herein "Property"), at the price of Two Hundred Fifty Dollars (\$250.00) on the terms and conditions as follows:

No earnest money is tendered with this Offer. The purchase price shall be payable in cash at Closing.

TIME IS OF THE ESSENCE AS TO: ACCEPTANCE, LEGAL POSSESSION, OCCUPANCY, 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; improvements; and plants, shrubs and trees.

ADDITIONAL ITEMS INCLUDED IN THE SALE: N/A.

ITEMS NOT INCLUDED IN THE SALE: Tangible personal property of the SELLER located on the Property, if any.

SELLER shall, upon payment of the purchase price, convey the Property by warranty deed, 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.

SELLER may continue to use the Property after Closing for its annual fall leaf collection process. SELLER shall be responsible for the cost of repair for any damage to the Property caused by SELLER or its agents during said process.

BUYER shall allow the public to cross the Property to gain access to SELLER'S adjacent walking/bike trail.

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 BUYER at 505 King Street, Suite 300, La Crosse, Wisconsin 54601 or by personal delivery of the accepted Offer to BUYER on or before January 15, 2016. Otherwise, this Offer is void.

This transaction is to be closed at the office of BUYER'S attorneys, Hale, Skemp, Hanson, Skemp & Sleik, 505 King Street, Suite 300, P.O. Box 1927, La Crosse, WI 54602-1927 on or before February 15, 2016, or at such other time and place as the BUYER and SELLER may agree in writing.

Legal possession of Property shall be delivered to BUYER on date of Closing.

Occupancy of Property shall be given to BUYER on the ClosingDate.

Regardless of any provision in this Offer to the contrary, SELLER makes no warranties or representations (if any) regarding the buildings, fixtures, improvements, and real estate comprising the Property. SELLER specifically shall convey the title, improvements and real estate comprising the Property in an "AS IS - WHERE IS CONDITION". BUYER shall rely exclusively on BUYER'S inspection of the improvements (if any) 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 prior to the Closing Date: general taxes shall be prorated as of the day prior to the Closing Date. If the Property has not been fully assessed for tax purposes or reassessment is completed or pending, tax proration shall be on the basis of 2015 annual tax.

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 BUYER. (Caution: Consider a special agreement if area assessments or homeowners' association assessments are contemplated.)

SELLER shall provide to BUYER at SELLER'S expense at least three (3) 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 BUYER 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. BUYER 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.

If the Property is damaged by fire or elements prior to time of Closing in an amount which exceeds five percent of the selling price, this Offer may be canceled at option of

BUYER. Should BUYER elect to carry out this agreement despite such damage, BUYER shall be entitled to the insurance proceeds relating to damage to property.

SELLER and BUYER 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.

**BUYER(S):
TOWN OF SHELBY**

By: Tim Candahl
Name: Tim Candahl
Title: Chairperson
Date: January 13, 2016

By: Michelle Kind
Name: Michelle Kind
Title: Town Clerk
Date: January 12th, 2016

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.

SELLER:
CITY OF LA CROSSE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

