

## 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, John M. Olson and Sarah B. Olson, husband and wife, survivorship marital property, hereby offers to purchase the property known as 717 Wall Street in the City of La Crosse, County of La Crosse, Wisconsin, at the price of Nine Thousand Three Hundred Dollars (\$9,300.00) and on the terms and conditions as follows:

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

THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION OF THE FOLLOWING:

If this Offer is subject to financing, survey, percolation test, specific zoning or use, approval of recorded building and use restrictions and covenants, or any other contingency, it must be stated here. If none, so state.

None

BUYER agrees that unless otherwise specified, BUYER will, in good faith, pay all costs of securing any financing to the extent permitted by law, and will perform all acts necessary to expedite such financing.

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 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. (WARNING: Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the Property.)

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, a commercial delivery system, or email addressed to BUYER at 1003 Avon Street, La Crosse, Wisconsin 54603; jmolson7@juno.com, or by personal delivery of the accepted Offer to BUYER on or before June 30, 2022. Otherwise, this Offer is void and all earnest money shall be promptly returned to BUYER.

This transaction is to be closed at the office of BUYER'S mortgagee or at the office of Hale, Skemp, Hanson, Skemp & Sleik on or before August 1, 2022, or at such other time and place as may be agreed in writing.

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

Occupancy of Property shall be given to BUYER at closing.

Regardless of any provision in this Agreement to the contrary, SELLER makes no warranties or representations (other than warranties of title) regarding the Property. SELLER specifically shall convey the Property in an "**AS IS - WHERE IS CONDITION**". BUYER shall rely exclusively on BUYER'S inspection of 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 and water and sewer use charges.

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 five (5) 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 other elements prior to time of Closing in an amount which exceeds five percent of the purchase 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.

**BUYER:**

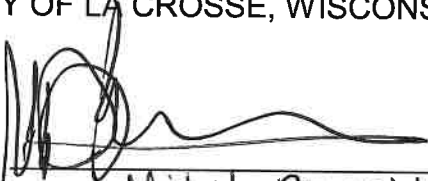
By: John M. Olson  
Name: John M. Olson  
Date: June 2, 2022

By: Sarah B. Olson  
Name: Sarah B. Olson  
Date: June 6, 2022

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, WISCONSIN

By:   
Name: Mitch Reynolds  
Title: Mayor  
Date: June 20, 2022

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: June \_\_, 2022