

AGREEMENT TO PURCHASE REAL ESTATE (Property located adjacent to 612 2nd Street South)

This Agreement to Purchase Real Estate (hereinafter "Agreement") is between the City of La Crosse, a municipal corporation, located at 400 La Crosse Street, La Crosse, Wisconsin 54601 (hereinafter "City") and Truline, Inc. located at 124 Division Street, La Crosse, Wisconsin (hereinafter "Purchaser"). For good and valuable consideration, the parties agree to the following terms and conditions:

1. **Real Estate.** City agrees to sell and Purchaser agrees to buy the 305 square foot parcel of land located adjacent to 612 Second Street South and more specifically described by the following legal description:

Part of Lot 2 in Block 23 of P. Cameron's Addition to the City of La Crosse, La Crosse County, Wisconsin, described as follows: commencing at the southeast corner of said Lot 3, thence along west right of way of Second Street N 00°20'14" E 89.79 feet; thence S 89°37'13" W 64.30 feet to the point of beginning; thence S 00°20'14" W 21.60 feet; thence S 89°37'13" W 14.13 feet; thence N 00°20'14" E 21.60 feet; thence N 89°37'13" E 14.13 feet to the point of beginning. Said parcel contains 305 square feet and is subject to all easements or restrictions, implied or recorded.

2. **Purchase Price.** The purchase price shall be One Thousand Seventy Dollars and 55/100 (\$1,070.55) to be paid in full at closing.

3. **Conveyance.** This fee simple conveyance is to be made by Quit Claim Deed, free and clear of all assessments, taxes, liens, encumbrances, easements or other servitude except zoning and municipal ordinances.

4. **Evidence of Title.** City shall obtain an owner's policy of title insurance prior to closing in the amount of the full purchase price, naming the Seller as the insured, as its interest may appear, written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guarantee the Sellers' title to be in condition called for by this Agreement, except for mortgages, judgments or other liens, which will be satisfied out of the proceeds of the sale. A commitment by such title company, agreeing to such title policy upon the proper recording of the proper document as agreed herein, shall be deemed sufficient performance.

5. **Closing and Possession.** The transaction shall close at City Hall or at the title company, or at such other time and place as mutually agreeable to all parties. Possession of the premises shall be delivered to the City at closing.

IN WITNESS THEREOF, the undersigned parties have executed this Agreement on:

Dated this ____ day of _____,
2013.

Dated this ____ day of _____,
2012.

TRULINE, INC.

**CITY OF LA CROSSE, WISCONSIN
A Municipal Corporation**

By:

Timothy Kabat, Mayor

By:

Attest: Teri Lehrke, City Clerk

Subscribed and sworn before me
this ____ day of _____ 2014.

Subscribed and sworn before me
this ____ day of _____ 2014.

Notary Public, State of _____
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____

Drafted by:
Stephen F. Matty
City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601