

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between The City of La Crosse, Wisconsin a Municipal Corporation

(Grantor, whether one or more), and Harry J. Olson Multipurpose Senior Citizen Center, Inc.

(Grantee, whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in La Crosse County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): See attached Exhibit A

Recording Area

Name and Return Address

Attorney Terence Collins
205 5th Avenue South Suite 600
La Crosse, WI 54601

17-10271-055 & 17-10245-085

Parcel Identification Number (PIN)

This is not homestead property. (is) (is not)

Exceptions to warranties:

Property is sold "as is" and "where is" with no representations or warranties as to the same.

Date: 3-20-23

*City of La Crosse by Mayor Mitchell Reynolds

(SEAL) [Signature] (SEAL) *City of La Crosse by City Clerk Nikki Elsen

(SEAL) [Signature] (SEAL) *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

authenticated on

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Phillip James Addis
Addis Law, LLC

STATE OF WISCONSIN

La Crosse COUNTY, ss. Personally came before me on 3/20/23 the above-named Mitchell Reynolds and Nikki Elsen to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature] Notary Public, State of Wisconsin My Commission (is permanent) (expires: 11-2-26)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 2-2003

*Type name below signatures.

EXHIBIT A

The Land referred to in this Warranty Deed is situated in the County of La Crosse, State of Wisconsin, and is described as follows:

The South 137 feet of Lot 4 in Block 8 of Johnston's Addition to the City of La Crosse and part of the SE 1/4 of the NE 1/4 of Section 20, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin described as follows:

A parcel of land described as commencing on the West line of said Lot 4 in Block 8 of Johnston's Addition at a point 63 feet South of the Northwest corner thereof; thence East 10 feet to the East line of said Lot 4 and the point of beginning of this description; thence continuing East 140 feet; thence North parallel with said West line of Lot 4, a distance of 63 feet to the South line of a 10 foot wide alley as originally platted in said Block 8; thence East along said South line 94.6 feet to the West right of way line of the Burlington Northern Railroad Company; thence South along said West right of way line 200 feet to the North line of North Street; thence West along said North line 234 feet to the Southeast corner of said Lot 4; thence North along the East line thereof 137 feet to the point of beginning.

APN: 17-10271-055 and 17-10245-085

COVENANTS AND RESTRICTIONS

Recitations.

The City is selling the property to Harry J. Olson Multipurpose Senior Citizen Center, Inc. (Purchaser) for the sum of \$1.00, which the parties agree is less than fair market value. It is agreed that the purpose of a sale below fair market value is for the continued operation of a Multipurpose Senior Center which serves the needs of the public. Any encumbrances or restrictions to the use or sale of the property are considered to be for the continuation of use for this sole purpose of a Multipurpose Senior Center and to recover public investment of funds within a reasonable amount of time after the sale should the property cease to serve that purpose.

Condition and Repair.

The Purchaser agrees to keep the property in good condition and repair so as not to have a blighting influence on the neighborhood. Purchaser further agrees to not do anything to diminish or impair the value of the property.

Maintenance.

Upon conveyance of the property, the City shall not be responsible for any maintenance of the property. The City will discontinue any contracts in place for the maintenance, including, without limitation, plumbing, heating, ventilation, air conditioning and elevator. The City has provided to the Buyer copies of two A & E reports for the premises.

Transfer and Recapture Provisions:

The Purchaser agrees that for the first fifteen (15) years, there shall not be any change of use in the property, without the advance written approval of the City Council of the City of La Crosse.

With respect to any portion of the property, any future sale, transfer of any kind, mortgage, option agreement, management agreement, lien, encumbrance, or lease for a period of 12 months or more, (including all renewals and options contained within the agreement) the following restrictions apply:

Right of First Refusal / Option to Purchase.

1. Purchaser agrees that there will be no sale of the property for the first three (3) years. If Purchaser elects to sell or transfer the property or any portion of the property, the same must first be offered in writing to the City of La Crosse. The City shall have the option to repurchase the property for the initial price of \$1.00 plus the reasonable cost of any improvements paid by purchaser that were not previously reimbursed subject to depreciation and wear and tear and any mortgages on the property, provided the same were approved in advance, in writing, by the City Council of the City of La Crosse. In

the case of the lease of the property or any portion thereof, the City may terminate the lease upon transfer. The City shall have 90 days from the date of receipt to accept or reject said offer unless an extension of time is mutually agreed upon and set forth in writing. In the event of any acceptance of such offer by the City, conveyance shall be free and clear of all liens and encumbrances.

2. The parties mutually agree that the City of La Crosse has used various funds, including, without limitation, Federal Block Grant funds and funds from the City of La Crosse Capital Improvement Budget for the operation, repair and maintenance of the property. The total agreed upon amount that the City shall be entitled to for repayment is Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
3. In order to further protect the investment that the taxpayers have made to the property, the Purchaser and Seller mutually agree that for a period of fifteen (15) years following the recording of the Deed, if the property or any portion of the property is transferred or leased for a period of more than twelve (12) months, including any and all renewals of the lease, the funds from any sale or lease will be divided as follows:

- a. To the Purchaser:

1. The purchase price of \$1.00.

Any capital improvements made after the date of the sale, provided the same were approved in advance, in writing, by the City Council of the City of La Crosse; which have not yet been reimbursed from lease payments or other income.

2. Any mortgages on the property, provided the same were approved in advance, in writing, by the City Council of the City of La Crosse; and
3. 25% of any net proceeds of an approved sale.

- b. To the City of La Crosse:

75% of any net proceeds after the items list above and the expenses of the sale, up to a maximum amount of \$500,000.00.

4. **Voting Center.**

- a. For fifteen (15) years, the property shall remain a voting center. The Purchaser agrees to provide to the City a locked room to hold all voting equipment, flags, signs, etc. The key for that room shall be held only by the City. There will be no charge for this service and the use when needed will be superior to any other use.

- b. After the first three (3) years, if the Purchaser receives a bona-fide offer from an unrelated third party to purchase the property, Purchaser may request that the City release the right to use the property for a voting center.
5. The Purchaser shall not obtain a year-round liquor license for the property of any kind but may apply for special event licenses as allowed under the ordinances of the City of La Crosse.

Compliance with All Laws.

The Purchaser shall, at its own cost and expense, be responsible to promptly comply and conform with all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and municipal governments and of any and all other governmental authorities or agencies affecting the premises or its use, at their own cost and expense, make all additions, alterations or changes to the premises or any portion thereof as may be required by a governmental authority or agency.

Agreed to by the parties as integral and binding terms and conditions of the sale and as covenants to run with the land.

Purchaser:
Harry J. Olson Multipurpose Senior Center, Inc.

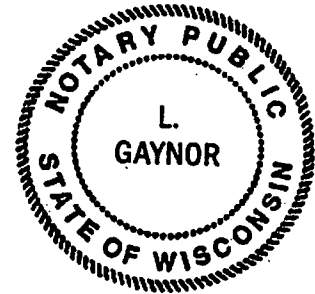
BY: Ralph C Geary
President Ralph Geary

BY: Marilyn A Rudser
Secretary Marilyn Rudser

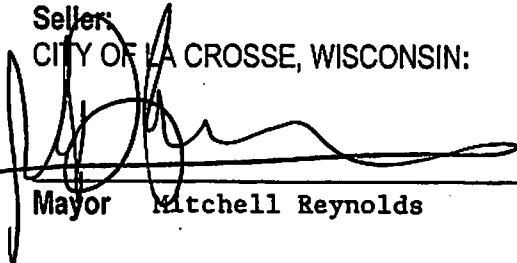
STATE OF WISCONSIN)
) S.S.
LA CROSSE COUNTY)

Personally, came before me this 31st day of March, 2023, the above-named Ralph Geary and Marilyn Rudser, the duly authorized officers of Harry J. Olson Multipurpose Senior Center, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

L. Gaynor
Notary Public - State of Wisconsin L. Gaynor
My Commission expires: November 22, 2023

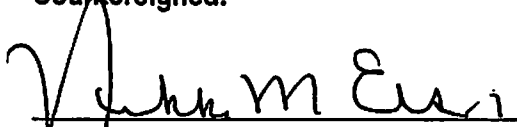


Seller:
CITY OF LA CROSSE, WISCONSIN:



Mayor Mitchell Reynolds

Countersigned:

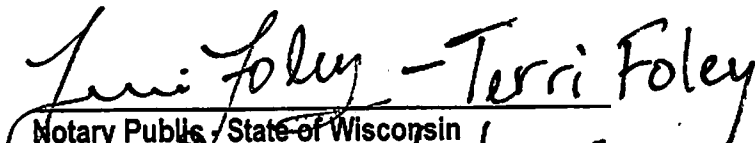


City Clerk Nikki Elsen



STATE OF WISCONSIN)
) S.S.
LA CROSSE COUNTY)

Personally, came before me this 29th day of March 2023, the above-named Mitch Reynolds, Mayor and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,



Notary Public, State of Wisconsin
My Commission expires: 6/4/2026



First American

First American Title Insurance Company
2212 State Road 16

La Crosse, WI 54601
Phone: (608)784-8888
Fax: (866)816-9620

STATE OF WISCONSIN)
)SS
COUNTY OF LA CROSSE)

AFFIDAVIT BY OWNER

ORDER NO. 3153987 - 633

The undersigned owner, being duly sworn, deposes and says:

1. **OWNERSHIP:**

That the undersigned is an owner of the real estate which is described in the above referenced commitment and located at 1601 North Street, La Crosse, WI 54603 (hereinafter called "the property").

2. **SURVEY MATTERS AND ADVERSE POSSESSION:**

That there is no encroachments of fences, buildings or other improvements to the property, onto any easement or onto adjoining property, and no encroachments of any fences, buildings or other improvements of adjoining premises onto the property and there are not any unrecorded easements, party walls, agreements, or rights-of-way which affect the property except as shown on the survey prepared by _____, dated _____.

3. **CONSTRUCTION LIENS: (Check one)**

That during the last six months, no work has been done and no materials have been furnished in connection with the improvement of said property. That there are no uncompleted buildings, structures or other improvements situated thereon;

Work has been done and/or material furnished to the property in the approximate total of \$_____, and said work was completed on ___/___/____. All work has been fully paid for and there are no claims or disputes regarding same. Attached is a complete list of all persons, firms or corporations which have furnished any labor or material from the beginning of construction. The full Waivers of lien for every party having provided services, labor or material to the property are attached hereto and such waivers of lien are true, correct and are signed by the respective parties whose names appear on them. There is no basis on which any of the waivers may be contested or defeated.

OCCUPANCY:

4. That to owner's knowledge, the property is at present used as:

1-4 Family Residential Retail/Office Manufacturing Vacant Land
 Apartment Complex Farm Mixed Use Other Senior Center

and that these parties occupy the property:

(Owner, Tenants)

and the following leases affect the property:

5. That since the effective date of the commitment referenced above, owner has not filed bankruptcy, received notice of any pending cause of action, conveyed or encumbered the property or is currently a party to any action that could result in the filing of any judgment or lien against the property.

6. Exceptions to above statements:

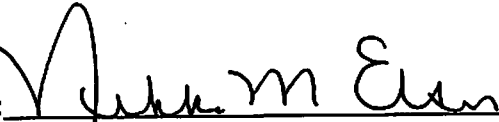
This Affidavit is given to induce **First American Title Insurance Company** to issue it's policies of title insurance. The undersigned hereby indemnifies **First American Title Insurance Company** against any loss caused by the existence of matters listed above known to the undersigned and not disclosed by this Affidavit, plus any cost, expenses, or liability, including attorney fees, arising from the enforcement of this indemnification.

Owner:

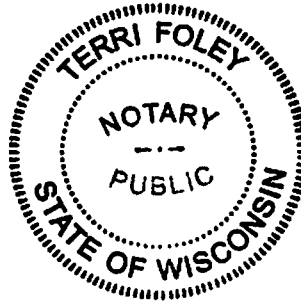
City of La Crosse, Wisconsin, a municipal corporation

By: 

Name: Mitch Reynolds
Title: Mayor

By: 

Name: Nikki Elsen
Title: City Clerk



Subscribed and sworn to before me on this 29th day of March, 20 23

Notary Public Terri Foley - Terri Foley

My Commission Expires: 10/4/2026