

**AGREEMENT BETWEEN
CITY OF SHEBOYGAN
AND
BRIAN SCHEELE AND FAITH DANBROVA
REGARDING 1214 SOUTH 11TH STREET, SHEBOYGAN, WISCONSIN**

This Agreement (“Agreement”) is made as of the date of final party execution, by and between City of Sheboygan, a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081 (“City”) and Brian Scheele and Faith Danbrova, (“Owner”), of 1214 South 11th Street, Sheboygan, Wisconsin 53081, , legally described in Exhibit A to this Agreement (“the Property”). Collectively, City and Owner shall be referred to as “Parties” and individually as a “Party.”

WITNESSETH

WHEREAS, in 2022, Owner initiated negotiations to sell the Property to City, which resulted in a Purchase Agreement executed in March, 2023 whereby the City agreed to pay Owner \$167,630 in exchange for a Warranty Deed to the Property; and WHEREAS, upon Owner’s request, the Purchase Agreement was amended in June, 2023 to delay the closing date; and

WHEREAS, due to the limited availability of replacement housing in 2023, Owner was not able to relocate from the Property by the amended closing date; and

WHEREAS, the City made all mortgage payments on Owner’s behalf totaling \$114,181.33 until the mortgage was fully paid in January, 2024; and

WHEREAS, Owner has resided at the Property rent- free since the amended closing date and while the Parties negotiated a complete resolution of all unresolved matters; and

WHEREAS, the Parties have completely resolved all matters and have reached a full and final agreement;

NOW THEREFORE, IT IS AGREED, by and between the Parties, for good and valuable consideration, including mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. The forgoing recitals are incorporated as part of this Agreement.
2. The City agrees to acquire the Property from the Owner, and the Owner agrees to convey the Property to City in “as-is” condition, on the Closing Date. Owner makes no representations or warranties as to the condition of the Property.
3. The City will pay Owner a total additional payment of \$90,000 in exchange for a Warranty Deed to the Property on or before July 8, 2024 (“Closing Date”), free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of municipal and utility services, recorded building and use restrictions and covenants, if any, and for all relocation benefits.
4. OCCUPANCY AND MAINTENANCE. Owner may occupy the Property rent-free for up to ninety (90) days after the Closing Date. Owner acknowledges their responsibility for utility payments during this time. Owner agrees to maintain the Property in materially the same condition it was in as of the

time of Agreement execution, except for ordinary wear and tear and any changes agreed upon by the Parties.

5. CONVEYANCE OF PROPERTY. Upon Owner's vacation of the Property, Owner will deliver to City all keys to the buildings located at the Property. Owner acknowledges that any personal property or fixtures remaining at the Property upon key turnover are deemed abandoned and are to be disposed of at the City's option. Owner agrees to not leave behind such quantity or type of personal property that would unreasonably interfere with demolition or structural relocation activities.
6. TAXES PRORATED. Real estate taxes for 2024 shall be the responsibility of City. Any real estate taxes from prior years shall be Owner's responsibility to pay prior to Closing Date. Such taxes are identified in Exhibit B.
7. TITLE NOT ACCEPTABLE FOR CLOSING. If title to the Property is not acceptable to the City for closing, City shall notify Owner in writing of objections to title by the time set for closing. Owner shall have a reasonable time, but not exceeding thirty days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. If Owner is unable to remove said objections, Owner shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly.
8. SPECIAL ASSESSMENTS/ OTHER EXPENSES. Special assessments, if any, levied or for work actually commenced prior to March 1, 2023 shall be paid by Owner no later than Closing Date. All other special assessments shall be City's responsibility. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.
9. PRE-CLOSING INSPECTION. Owner agrees to allow City agents and/or employees to inspect the Property at reasonable time(s) and upon reasonable notice prior to the closing date.
10. RELEASE AND WAIVER. Owner agrees to fully release the City of any and all present or future claims with respect to the Property. City agrees to fully release the Owner of any and all present or future claims with respect to the Property. This Agreement shall not be filed with the Court in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the litigation or any future judicial or administrative proceeding, except for purposes of enforcing this Agreement.
11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Parties regarding this transaction. All prior discussions and negotiations have been merged into this Agreement. This Agreement binds and inures to the benefit of the Parties to this Agreement and their successors in interest.

12. NOTICE. Delivery of documents and written notices to a Party shall be effective only when accomplished by personal mail or e-mail as follows:

OWNER

Brian Scheele & Faith Danbrova
1214 S. 11th St.
Sheboygan, WI 53081

Bjscheele1@gmail.com

CITY

City of Sheboygan
Attn: City Clerk
828 Center Ave.
Sheboygan, WI 53081
Meredith.debruin@sheboyganwi.gov and
Charles.adams@sheboyganwi.gov

13. CONTINGENCY ON COUNCIL APPROVAL. Owner acknowledges that City cannot execute this Agreement until it has been approved by the Sheboygan Common Council.

14. DUAL-PARTY DRAFTING. The Parties acknowledge that this Agreement is the product of joint negotiations, during which, each Party was represented by Counsel of its choice and that its attorneys have approved this Agreement. Each Party represents that in entering into this Agreement, the Party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other Party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the Party to sign this Agreement.

15. EXECUTION. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Each person executing this Agreement on behalf of any Party represents and warrants that the person has the requisite authority to sign this Agreement on behalf of the Party. Each Party represents that entry into this Agreement does not contravene any Agreement or undertaking to which the Party is bound. Each person executing this Agreement acknowledges that the person has read the Agreement, that the person understands the terms and conditions of this Agreement, that the person has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

16. AMENDMENTS. This Agreement may not be amended, modified, or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the Parties.

17. DISPUTES. This Agreement shall be governed and interpreted in accordance with the laws of Wisconsin. Venue for any dispute shall be in the Sheboygan County Circuit Court. The Parties agree that disputes arising from this Agreement shall first be endeavored to be resolved by good faith negotiations, and if such negotiations are not successful, the Parties agree to mediation. If the parties cannot agree on a mediator, the mediator shall be designated by the Sheboygan County Circuit Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates as referenced next to their signatures below.

OWNER

Brian Scheele

Date: _____

Faith Danbrova

Date: _____

CITY

Ryan Sorenson, Mayor

Date: _____

Meredith DeBruin, City Clerk

Date: _____

EXHIBIT A

1214 South 11th Street, Sheboygan Wisconsin

Tax ID Number: 59281302090

Legal Description: Original Plats S 35' of Lots 1 & 2 Blk 271