

**AGREEMENT FOR SALE OF REAL ESTATE**

AGREEMENT made in effective as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Two Rivers, Wisconsin, hereinafter called the Seller, and the Two Rivers Public School District, hereinafter called the Buyer.

1. **Description.** The Seller agrees to sell, and the Buyer agrees to buy, upon the terms hereinafter named, an approximately 7 acre parcel of real estate, described as and depicted in Exhibit A attached hereto and made a part hereof (“the Property”). The parties agree that a Certified Survey Map of the Property shall be prepared and, once approved, substituted as Exhibit A to this Agreement.

2. **Price and Terms.** The purchase price of the Property shall be \$1.00 to be paid at closing in cash or its equivalent, but additional consideration for the sale to Buyer is to be provided by the Buyer’s agreement to conditions of the sale as set forth in this Agreement.

3. **Contingencies.** The following contingencies are a part of this Agreement and this Agreement is subject to them:

- A. Subject to the Seller retaining the exclusive right to use and schedule for the use by Seller, Buyer and others, the area comprised of the existing baseball diamond and field and surrounding green space located north of L. B. Clarke Middle School between 4:30 PM and 11:00 PM on weekdays when school is in session and at all times on Saturday, Sunday and weekdays when school is not in session. This area is shown on the map attached hereto as Exhibit B. Such use may include by way of example but not limitation: turf repair and maintenance; repair, maintenance and replacement of existing permanent fences, backstop and other field fixtures; installation of temporary outfield fencing; and various sports and recreational programs and activities.

In consideration of the Seller retaining the rights stated in the paragraph above, Seller shall be responsible for all turf maintenance, including mowing, of the area described above. Notwithstanding the foregoing to the contrary, the Seller may notify the Buyer in writing that Seller is relinquishing such rights, and the Seller shall be relieved of said

responsibility for turf maintenance and of any other responsibilities relative to the property, upon the effective date of such notice.

- B. Subject to the Buyer's developing a regulation(?) baseball field on School District property to be used by the Two Rivers High School varsity and junior varsity baseball teams and ceasing high school use of the City-owned facility at Walsh Field for those teams not later than December 31, 2025.
- C. Subject to the Buyer conveying to the Seller, upon Seller's written request, the northernmost 30 feet of the Property for public street purposes. This area is depicted on the map that is Exhibit A hereto.
- D. Subject to the Buyer granting the Seller an exclusive, perpetual easement, in a form satisfactory to the Seller, to allow the Seller and its contractors and agents, access to the City sanitary sewer lift station currently located on the property owned by the Buyer for purposes of operating, maintaining and repairing that lift station. The location of said easement is depicted on the map that is Exhibit A hereto.
- E. Subject to the Seller reserving and retaining a 10-foot wide easement for the installation, repair and maintenance of underground electric utilities, running east-west across the Property as depicted on the map that is Exhibit A hereto.

**4. Failure of Contingencies.** If any contingency is not satisfied, this Agreement shall be voidable by the Seller written notice given to the Buyer by personal delivery, or sent to the following address by certified or registered mail, return receipt requested: District Administrator, Two Rivers Public School District, 4521 Lincoln Avenue, Two Rivers, WI 54241. If notice is given by personal delivery, it is effective on the date of delivery. If notice is given by mail, it shall be deemed effective two days after the date of mailing.

In the alternative, the Seller shall, in the event of any such failure of such contingencies or breach of this Agreement, be entitled to equitable relief, including injunctive relief and specific performance, in addition to any other remedy available to Seller, at law or in equity, as well as costs and attorney's fees incurred by the Seller in pursuing such remedies. The Buyer further agrees to waive any requirement for the deposit of security of any bond in connection with any equitable remedy.

5. **Date of Closing.** The date of closing shall be on or before September 30, 2023. Closing shall take place at Two Rivers City Hall or as otherwise may be mutually agreed by the parties.

6. **No Representations/"As Is" Condition.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, BUYER ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONDITION OF THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, AND INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR WHETHER IT CONTAINS ANY UNLAWFUL AMOUNTS OF ASBESTOS OR ANY OTHER HAZARDOUS SUBSTANCES AS DEFINED IN FEDERAL OR STATE LAW. BUYER ACKNOWLEDGES THAT IT HAS HAD OR SHALL HAVE THE OPPORTUNITY TO MAKE ALL INSPECTIONS OF THE PROPERTY IT DEEMS NECESSARY TO SATISFY BUYER REGARDING THE CONDITION OF THE PROPERTY FOR THE USE INTENDED BY BUYER, AND IS FULLY SATISFIED AND RELIES SOLELY ON THE RESULTS OF ITS OWN INVESTIGATION IN PURCHASING THE PROPERTY DESCRIBED IN THIS AGREEMENT. THE BUYER FOR ITSELF, ITS MEMBERS, ITS SUCCESSORS AND ASSIGNS, WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY ALL ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OF ANY NATURE WHATSOEVER THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING

BUT NOT LIMITED TO THE PRESENCE OF HAZARDOUS OR TOXIC MATERIALS AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY OR THE CURRENT OR PREVIOUS VIOLATION OF ANY LAWS AT THE PROPERTY, IF ANY.

7. **Conveyance.** Conveyance is to be made by Quit Claim Deed upon payment of the full purchase price, free and clear of all encumbrances except municipal and zoning ordinances and recorded easements for public utilities serving the property and any other recorded easements, agreements or restrictions.

8. **Evidence of Title.** Seller shall furnish to Buyer at least five (5) business days prior to date of closing and the Buyer may accept as a sufficient showing of title a policy of title insurance from a reputable title company, in an amount not less than the purchase price, showing title in a condition acceptable to Buyer. Seller shall pay the cost of such title policy. If title is not acceptable for closing, Buyer shall notify the Seller in writing of objections to title by the time set for closing. Sellers shall then have a reasonable time, but not exceeding ten (10) days, to remove the objections, and the time for closing shall be extended for this purpose. If Seller is unable to remove said objections, this Agreement shall be voidable at the option of the Buyer, by written notice to Seller.

9. **Occupancy and Possession.** Legal occupancy and possession of the Property shall be delivered to Buyer on the date of closing.

10. **Time of the Essence.** Time is of the essence as to: legal possession, occupancy, date of closing and as to all dates inserted in this offer.

11. **Closing Costs.** Sellers shall pay any transfer tax, if applicable, and fees for recording of any other documents required to give Buyer merchantable title. Buyer is responsible for payment of recording fees for the Deed given by Seller.



BUYER:

Two Rivers Public School District

BY: \_\_\_\_\_ / \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

BY: \_\_\_\_\_ / \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title