

Draft: 5/6/2021

PROPERTY SALE AGREEMENT

This agreement entered into this _____ day of _____, 2021 by and between Platteville School District, a public school district organized under the laws of the State of Wisconsin (the "School") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City").

WHEREAS, the School owns the OE Gray Community Learning Center property at 155 W. Lewis Street, further described in EXHIBIT A, City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the School no longer requires the Property for educational purposes, and currently leases space within the building to several non-profit and community service entities; and

WHEREAS, the City desires to acquire the Property; and

WHEREAS, the City and School have expressed a desire to have a continuing use of the Property for purposes that will benefit City residents and the overall Platteville area community; and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

I. **School Obligations.** The School agrees to do the following:

- A. Transfer ownership of the Property to the City at the cost of one dollar (\$1.00). The School shall convey the property by quit claim deed, and the School shall complete and execute the documents necessary to record the conveyance. The Property will be conveyed in the current as is condition.
- B. School will provide to the City building plans, inspection reports, and related documents related to the Property are readily available.

II. **City Obligations.** The City shall have the following duties and obligations:

- A. Upon conveyance of the Property, City shall assume responsibility for all building and site maintenance activities and requirements.

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- B. City shall honor the current lease agreements for the Property. Decisions regarding future lease extensions or agreements shall be made by the City and the lessees.
 - C. City shall use the Property, or allow use of the Property by lessees, for purposes that will benefit the residents of the City and the surrounding area. Decisions regarding the future uses of the Property shall be made by the City.
- III. **Term.** The term of this Agreement shall be until the obligations specified in Section II of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- IV. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- V. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- VI. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

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IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Adam Ruechel, City Manager

ATTEST:

(SEAL)

Candace Klaas, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Adam Ruechel and Candace Klaas, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public, State of _____

My Commission Expires: _____

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EXHIBIT A

Property Description

The OE Gray Community Learning Center property at 155 W. Lewis Street is further described as consisting of Lots 28, 29, 30, 31, 34, 35 and the Eastern sixty (60) feet of the North ½ of Lot 33, and also including the halves of the vacated portions of Chestnut Street that are adjacent to these lots, Covell Addition, City of Platteville, Grant County, Wisconsin.

The Property includes the following parcels:

271-01294-0000

271-01301-0000

271-01302-0000

271-01303-0000

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