

AGREEMENT BETWEEN
TOWN OF DEKORRA AND POYNETTE SCHOOL DISTRICT
REGARDING
USE, MAINTENANCE AND DISPOSITION OF
DEKORRA TOWN HALL AND ELEMENTARY SCHOOL

The above named parties hereby agree to the following terms and conditions:

1. If the Poynette School District (School District) decides to cease use of the Dekorra Elementary School (Dekorrra School) as a school, it shall give the Town of Dekorrra (Town) written notice in accordance with the August 8, 1978 agreement (Exhibit A). At the time the School District and Town sign this revised agreement the August 8, 1978 agreement will be null and void and shall be superseded by this agreement. All students attending the Dekorrra School will be integrated into other existing School District classroom spaces the following school year.
2. As soon as possible after conclusion of the school year in progress (no later than August 30) and after the time of the written notice, the School District shall remove all school equipment in spaces to be utilized by the Town, and make any modifications such as mechanical systems controls modifications, draining plumbing and installation of temporary partitions as required to permit lowering operating costs by means such as reducing temperatures and services to a minimum level in all spaces and site areas not used by the Town.
3. The Town shall be allowed continued use of the Town hall, adjacent rest rooms and parking lots.
4. The School District will continue to be responsible for operation, maintenance and repair costs of the entire facility for School District owned spaces, Town hall, driveway and parking areas and grounds. This includes heating the building, mowing, plowing and maintaining insurance coverage. Town may initiate activities at the Town of Dekorrra's full cost such as snow removal if necessary for scheduled meetings. Operation and maintenance activities may be reduced for indoor and outdoor spaces not being utilized as long as life safety and utilities access is provided for. Amount of reduction of heating in areas not used shall be coordinated with insurance requirements to ensure continued coverage. Preventative maintenance similar to existing actions shall be provided per the attached schedule (Exhibit D), which shall be updated semi-annually.
5. The Town shall pay a share of the operation, maintenance and minor repair (\$5,000 or less) costs, generally in proportion to the costs of spaces used by the Town, amount to be not less than the amount currently paid. Exhibit E is an estimate of these costs. This amount to be determined after assessment of several months of actual reduced costs during the winter months by mutual discussions of the parties. A beginning breakdown is included which represents the district paying about 44% and the town 56% of the costs for operation, maintenance and repair. In the event of a major (more than \$5,000) equipment or system failure such as a furnace, septic system, well or roof, the School District will be responsible for 85 % of the repair or replacement cost and the Town 15 %. Repair may be by

means of an alternative solution to remedy the problem and shall include consultation between the Town and School District.

6. The School District shall have a minimum time period of 1-year and up to 3-years at the School District's discretion after the close of the school year in progress (not later than August 30) to assess the viability of integrating the Dekorra students. During this period the School District may give the Town written notice that it wishes to reoccupy the Dekorra School. In this case the terms of the August 8, 1978 agreement shall be reinstated until such time as a modification to this agreement or a new agreement shall be made.
7. The School District may also give notice during the time period described in item 6 above, that it wishes to extend the assessment period one or more years under the same terms.
8. The School District shall provide written report to the Town and School District representatives shall meet with the Town to report on the status of school operations as they may affect the implementation of this agreement. The report and subsequent meeting shall occur within 2 months following the close of each school year.
9. The Town Clerk shall be responsible for coordinating the occasional use of the facility by all groups that have had access in the past, such as 4-H and athletic groups, and may utilize the District's website.
10. The School District shall notify the Town on January 15, 2011, and each succeeding January 15 of its intentions for facility use or sale for the following school year. If the School District determines that the Dekorra school facility is not needed and decides to permanently dispose of the facility, the Town of Dekorra shall be given the first right of refusal to the facility. Sufficient time for legally required School District and Town meetings associated with the disposition of the property shall be provided for.
11. If the School District's decision is to sell its portion of the facility to the Town, a purchase agreement shall be drafted at that time which shall cover specific circumstances and details similar to the representative agreement in Exhibit F which is the agreement between the Town of Leeds and the DeForest Area School District.
12. If the School District decides to sell its portion of the facility to a party (Buyer) other than the Town, the School District recognizes that the Town needs to have continued use of the well, water system, heating system, rest rooms, road entrances and parking areas. The School District will communicate this to any potential Buyer and will request that the Buyer create joint use agreements and easements that are to be negotiated and executed between the Town and Buyer prior to the sale, including costs. This agreement shall include Buyer's right to access the sewer line clean out and use of the parking area located on Town property. Failure of the Town and Buyer to come to acceptable terms shall not prevent the School District's sale of the portion of the property that it owns.
13. The School District and Town acknowledge that the current deeds and descriptions of the Dekorra School property are inaccurate. The School District agrees to consider the documents in Exhibits B

7-7-10 Committee recommended draft - additional language since 1-14-10 draft underlined

and C and to work with the District's legal counsel to correct the current ownership documents and to execute and record Certified Survey Maps and quit claim deeds as necessary to correct this problem.

14. This agreement becomes valid only if it is signed by the Town and School District no later than August 30, 2010. If not signed by this date, the applicable provisions of the August 1979 agreement shall continue.

Attachments:

- (Exhibit A) 1978 Agreement between Town and School District.
- (Exhibit B) Legal description of Dekorra School Property.
- (Exhibit C) Quit Claim Deeds between Town and School District.
- (Exhibit D) Annual Preventative Maintenance Schedule
- (Exhibit E) Dekorra School Operating Costs Estimates
- (Exhibit F) Purchase Agreement dated April 19, 2004 between the DeForest Area School System and the Town of Leeds.

ACCEPTED BY:

Town of Dekorra

R.A. [Signature]
Chairman
J.P. [Signature]
Clerk

Poynette School District

Kathleen [Signature]
President
Richard [Signature]
Clerk

Board Approval: Ayes 5 Nays 0
Date of Action 8-10-10

Board Approval: Ayes 7 Nays 0
Date of Action 8-19-10

Date Published: 9-8-10

AGREEMENT BETWEEN
TOWN OF DEKORRA
and
SCHOOL DISTRICT OF FOYNETTE
regarding
USE AND MAINTENANCE OF DEKORRA TOWN HALL,
and
DEKORRA ELEMENTARY SCHOOL

It is hereby agreed between the two above named parties that:

1. The school district shall be responsible for all normal maintenance and repair costs of the school building, town hall, driveway, and grounds.
2. The township agrees to pay the school district annually 7% of the total maintenance and repair costs of the above named property. (Billing will be in August, with payment due within 30 days after billing.)
3. The school district shall have the right to use the town hall for any educational activity during the school day or during the evening when it doesn't conflict with township activities.
4. The township shall have the right to use rest room facilities in the school building during normal township activities.
5. The school district shall be responsible for coordinating the use of the school and town hall by all non-school groups.
6. This agreement shall be in effect upon acceptance by the two above named parties, and shall be terminated only upon one year written notice by either party.
7. Each party will secure and pay for insurance on its portion of the property.

ACCEPTED BY:

TOWN OF DEKORRA

SCHOOL DISTRICT OF FOYNETTE

Edward E. Jank
CHAIRMAN

Joe Janice
PRESIDENT

Edna Haupt
BOARD MEMBER

Alice Hanson
CLERK

John M. M. Shaw
BOARD MEMBER

Bernard Bueckel
TREASURER

DATE Aug 8, 1978

DATE August 24, 1978

Attachment 4
Meeting minutes

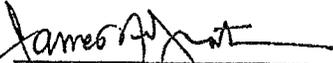
EXHIBIT B

SURVEYOR'S CERTIFICATE

I, **JAMES R. GROTHMAN**, Registered Land Surveyor, do hereby certify that by the order of the **Town of Dekorra**, I have surveyed, monumented, mapped and divided all of Lot 1, Certified Survey Map, No. 311 as recorded in Volume 2, page 86, as Document No. 386001 and a part of the Southwest Quarter of the Northwest Quarter of Section 15, Town 11 North, Range 9 East, Town of Dekorra, Columbia County, Wisconsin described as follows:

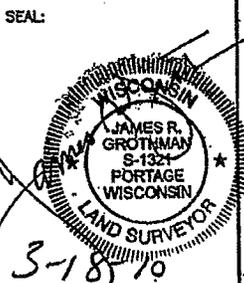
Commencing at the west quarter corner of said Section 15;
thence North 88°06'00" East, 165.07 feet to the southwest corner of Lot 1, Certified Survey Map, No. 311 and the point of beginning;
thence North 00°24'40" West along the west line of said Lot 1, Certified Survey Map, No. 311, 315.53 feet to the northwest corner of said Lot 1;
thence North 88°17'28" East along the north line of said Lot 1, 719.40 feet to the northeast corner of said Lot 1;
thence South 01°10'22" East along the east line of said Lot 1, and a true southerly extension thereof, 315.46 feet to a point in the center line of Bilke Road;
thence South 88°17'28" West along the said center line of Bilke Road, 723.59 feet to the point of beginning.
Containing 227,995 square feet, (5.22 acres), more or less. And being subject to Bilke Road right-of-way along the southerly 33 feet thereof and servitudes and easements of use or record, if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes and Title 16 - Chapter 2 of the Columbia County Subdivision Ordinance to the best of my knowledge and belief.


JAMES R. GROTHMAN
Registered Land Surveyor, No. 1321
Dated: March 18, 2010
File No. 310-63



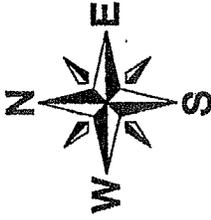
As prepared by:
G GROTHMAN & ASSOCIATES S.C.
 LAND SURVEYORS
 825 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
 PHONE: PORTAGE: (808) 742-7706 SAUC: (808) 844-8877
 FAX: (808) 742-0434 E-MAIL: surveying@grothman.com



G & A FILE NO. 310-63
 DRAFTED BY: J. ABEGLLEN
 CHECKED BY: TBB
 PROJ. 406-248
 DWG. 31063 SHEET 1 OF 3

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO.
 GENERAL LOCATION

BEING ALL OF LOT 1 C.S.M. 311, AS RECORDED IN VOLUME 2, PAGE 86, AS DOCUMENT NO. 386001, AND A PART OF THE SW 1/4 OF THE NW 1/4, SECTION 15, T. 11 N., R. 9 E., TOWN OF DEKORRA, COLUMBIA COUNTY, WISCONSIN.
 CONTAINING: 227,955 SQ.FT.
 5.22 ACRES



SCALE: 1" = 100'

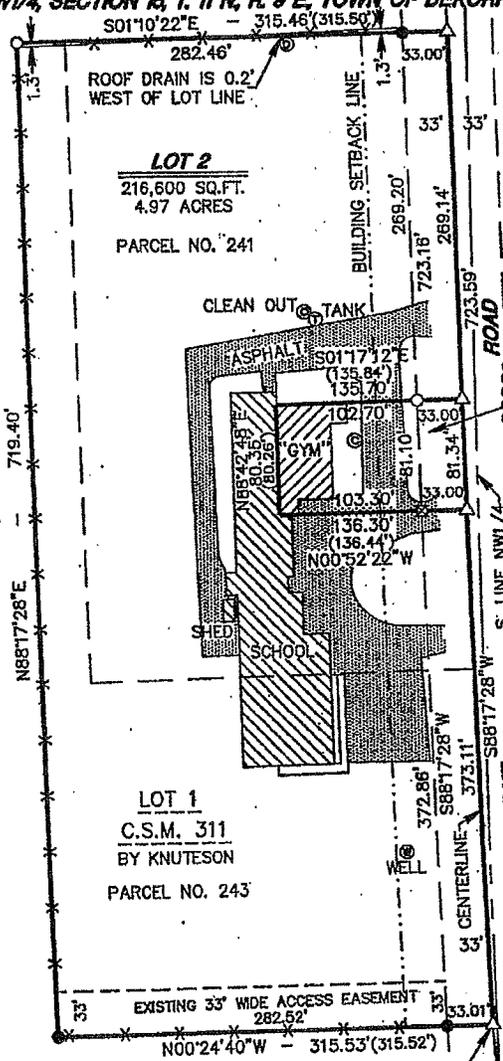
BASIS OF BEARINGS: IS THE WEST LINE OF THE NW 1/4, WHICH BEARS S00°24'45"E, AS REFERENCED TO THE COLUMBIA COUNTY COORDINATE SYSTEM.

SW 1/4 - NW 1/4

LANDS BY OTHERS

- LEGEND**
- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
 - △ P.K. NAIL SET
 - ⊠ R.R. SPIKE SET
 - 3/4" IRON ROD FND.
 - ⊕ 3 1/2" ALUM. MON. FND.
 - ⊙ SEPTIC TANK
 - ⊙ CLEAN OUT
 - ⊙ ROOF DRAIN
 - () PREVIOUS SURVEY OR RECORD DATA
 - EXISTING FENCE LINE

NOTE: BUILDING SETBACK LINE FROM EXISTING BILKE ROAD IS 30 FEET FROM R/W OR 63 FEET FROM APPARENT CENTERLINE WHICHEVER IS GREATER.



LOT 1
 SEE SHEET 2 OF 3

LOT 1 C.S.M. 2260 BY KNUTESON

LANDS BY OTHERS

NE COR. SEC. 15
 W. LINE NW 1/4
 N00°24'45"W 2658.83'
 N88°17'28"E 719.40'
 N88°17'28"E 373.11'
 N88°06'00"E 165.07'
 W 1/4 COR. SEC. 15

OWNER TAX PARCEL 243:
 POYNETTE SCHOOL DISTRICT
 108 E. WASHINGTON STREET
 POYNETTE, WI 53955

CLIENT/OWNER TAX PARCEL 241:
 TOWN OF DEKORRA
 106 MAIN STREET, P.O. BOX 536
 POYNETTE, WI 53955-0536

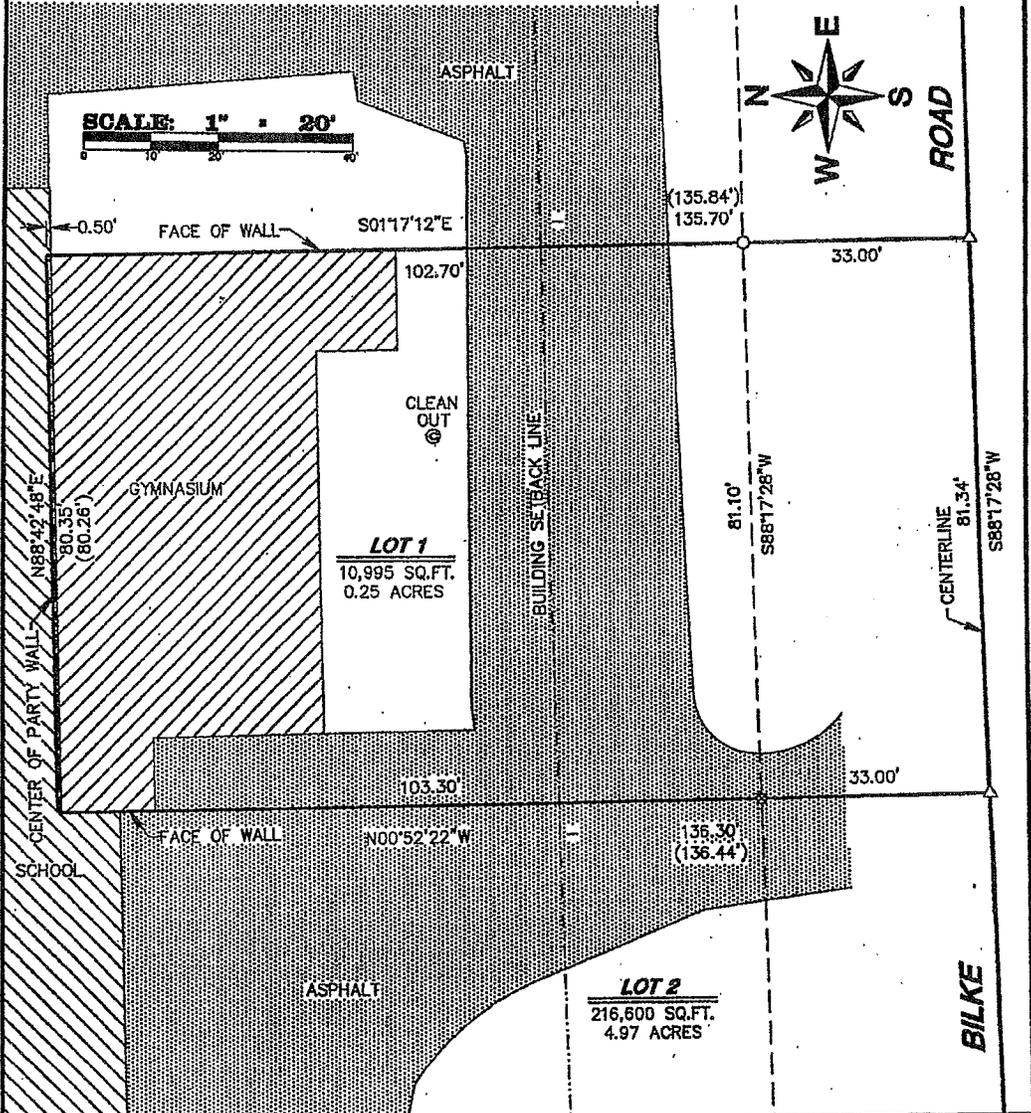
As prepared by:
G GROTHMAN & ASSOCIATES S.C.
 LAND SURVEYORS
 825 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
 PHONE: PORTAGE, (808) 742-7788 SAUK (808) 844-8877
 FAX: (808) 742-0434 E-MAIL: surveying@grothman.com



G & A FILE NO. 310-63
 DRAFTED BY: J. ABEGGLEN
 CHECKED BY: TGB
 PROJ. 406-248
 DWG. 31063 SHEET 2 OF 3

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____
 GENERAL LOCATION

BEING ALL OF LOT 1, C.S.M. 31, AS RECORDED IN VOLUME 2, PAGE 88, AS DOCUMENT NO. 388001, AND A PART OF THE SW 1/4 OF THE NW 1/4, SECTION 16, T. 11 N., R. 9 E., TOWN OF DEKORRA, COLUMBIA COUNTY, WISCONSIN.



OWNER TAX PARCEL 248:
 POYNETTE SCHOOL DISTRICT
 108 E. WASHINGTON STREET
 POYNETTE, WI 53955

CLIENT/OWNER TAX PARCEL 241:
 TOWN OF DEKORRA
 106 MAIN STREET, P.O. BOX 536
 POYNETTE, WI 53955-0536

EXHIBIT C

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Town of Dekorra, a body corporate and politic ("Grantor," whether one or more), and School District of Poynette ("Grantee," whether one or more).

Grantor, quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Columbia County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): Lot 2, CSM, as recorded in Volume, page, as Document No., in the Columbia County Register of Deeds.

Recording Area

Name and Return Address

Lawrence E. Bechler
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Parcel Identification Number (PIN)

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

Dated
(SEAL)
*

TOWN OF DEKORRA (SEAL)
* Richard A. Schmidt, Town Chair (SEAL)

(SEAL)
*

(SEAL)
*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)
authenticated on

STATE OF WISCONSIN)
COUNTY) ss.

Personally came before me on, the above-named

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Attorney Lawrence E. Bechler
Murphy Desmond S.C., Madison, Wisconsin

*
Notary Public, State of Wisconsin
My Commission (is permanent) (expires:)

(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.
QUIT CLAIM DEED STATE BAR OF WISCONSIN FORM No. 3-2003

*Type name below signatures.

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between School District of Poynette, a Wisconsin School District,

("Grantor," whether one or more),
and Town of Dekorra, a body corporate and politic

("Grantee," whether one or more).

Grantor, quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Columbia County, State of Wisconsin ("Property")
(if more space is needed, please attach addendum):

Lot 1, CSM _____, as recorded in Volume _____, page _____, as Document No. _____ in the Columbia County Register of Deeds.

Recording Area

Name and Return Address

**Lawrence E. Bechler
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038**

Parcel Identification Number (PIN)

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

Dated _____

School District of Poynette

(SEAL)

(SEAL)

* _____

* _____

(SEAL)

(SEAL)

* _____

* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

authenticated on _____

Personally came before me on _____,
the above-named _____

* _____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT DRAFTED BY:

* _____

Attorney Lawrence E. Bechler
Murphy Desmond S.C., Madison, Wisconsin

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(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.

QUIT CLAIM DEED

STATE BAR OF WISCONSIN

FORM No. 3-2003

*Type name below signatures.

Exhibit D

Maintenance of Dekorra School During Period of Use by Town of Dekorra Only

July 7, 2010 Revised Draft

Building Exterior: Metal roof, fascia and wood siding will be visually inspected in the spring and fall by the District. If roof, fascia, and wood siding damage is observed a contractor inspection might be used as a follow-up.

Building Interior: Interior visual inspections for deterioration and damage will be made at the same time as building exterior inspection. Interior visual inspections for leaks will be done by the District every other day in the winter when the district checks furnace function.

Well and Water Systems: A visual inspection of well and well pressure tank will be completed annually by the District. Water samples will not be needed and not collected and tested by the District. DNR will be notified of any problems or changes to the well system.

Septic System: Septic system inspection and pumping will be the responsibility of the Town of Dekorra as the District is not using building.

Mechanical Systems: The District will do a visual inspection of the furnace and fuel system two (2) times per week during winter months. Summer months requires bi-weekly blower checks for outside air exchange. All preventive maintenance will be performed as usual by the District – filter changes, grease, oil, belts etc. If major problems or issues are observed, additional inspections will be completed by outside contractors.

Minor Regular Maintenance: The District will perform lighting repairs as usual – replace bulbs, ballast, switch's etc; the District will conduct fire alarm inspections annually and repairs as needed; the District will do perimeter mowing as needed – other areas will only be mowed at the District's discretion.

Playground Equipment: The District may remove or inactivate all playground equipment as recommended by the District's insurance company for liability reasons.

Work Orders for Repairs: The District will expect to have a District work order filled out and submitted to the District's Building and Grounds Supervisor (B&G Supervisor) for items that need to be fixed and those will be addressed on a priority bases. Emergency items may be initiated by a phone call to the B&G Supervisor or his designee.

Toilet Rooms Doors: The Town of Dekorra must keep bathroom toilet room's doors open to keep from freezing up water to toilets and sinks. If doors are not kept open and toilet rooms plumbing repairs are needed because of freezing, the Town of Dekorra will be responsible for the cost of repairs.

Septic System Pump: The Town of Dekorra must keep pump for septic system on – township will be responsible for cost for repairs if not kept on.

Securing Building: The Town of Dekorra will be responsible for shutting off lights and securing the building.

Schedule of Meetings: The Town shall inform the B&G Supervisor on a regular basis of the schedule of meetings to occur in the Town Hall.

EXHIBIT E

Dekorra Grade School Operating Costs Estimates

FCT 6-22-10

<u>Current costs</u>		<u>Reduced Cost - Town Only Use</u> (fct rough guesstimate)		
			<u>School District</u>	<u>Town</u>
Custodial	\$14,000 / yr	\$1500	0	\$1500
<u>Light bulbs, TP, etc</u>	\$???	\$500	0	\$500
Electricity	\$8,700 / yr	\$2000	<u>\$800</u>	<u>\$1200</u>
Gas (Heat)	\$18,000 / yr	\$4500	<u>\$2250</u>	<u>\$2250</u>
Insurance	\$1,200 / yr	\$1200	\$1200	0
Water Testing	\$2,038 / yr	\$700	0	\$700 (test / 3 yrs)
Water softener	\$535 / yr	\$200	0	\$200
Lift Inspection	\$105 / yr	\$105	0	\$105
Phone	\$2,300 / yr	0	0	0
Septic Pumping	\$175 / yr	\$60	0	\$60
Security / Fire Alarm	\$70 / yr	\$70	\$70	0
Kitchen	\$290 / yr	0	0	0
Cleaning Supplies	\$3,000 / yr	\$500	0	\$500
Waste Pick-up	\$1,300 / yr	0	0	<u>Pay for if needed</u>
Mowing	\$3,300 / yr	\$1000	<u>\$800</u>	<u>\$200</u>
Snow Plow	\$2,000 / yr	\$1500	<u>\$1000</u>	<u>\$500</u>
<u>Ongoing equip maintenance by District personnel</u>	<u>\$???</u>	<u>\$???</u>	<u>\$???</u>	<u>0</u>
TOTAL	<u>\$57,013</u>	<u>\$13,835</u>	<u>\$6095</u>	<u>\$7740</u>
<u>Minor Repairs (up to \$5,000)</u>	<u>As needed</u>		<u>44%</u>	<u>56%</u>
<u>Major Repairs (more than \$5,000)</u>	<u>As occurs</u>		<u>85%</u>	<u>15%*</u>

* Town owns 2584 sf of the 16120 sf facility (16%)

Town Current contribution is about \$3700/yr. Costs after mothballing are roughly estimated above and will be more firmly determined after several months into winter operation. The split of costs will be about 44% paid by the school district and 56% by the Town of Dekorra, unless actual costs differ significantly (more than 20%) from the above estimate.

PURCHASE AGREEMENT

AGREEMENT made this 19th day of April, 2004, by and between the DeForest Area School District (hereinafter "Seller") and the Town of Leeds (hereinafter referred to as "Buyer").

RECITALS:

WHEREAS, Seller is the owner of real estate located in the Town of Leeds, Columbia County, Wisconsin, more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property has been in the past primarily used by the Seller as an elementary school but it has also served as the Town Hall for the Town of Leeds; and

WHEREAS, the electors of the DeForest Area School District have determined that the Property is no longer needed for school purposes and has authorized the disposition of the Property by the School Board; and

WHEREAS, the Buyer wishes to acquire the Property from Seller; and

WHEREAS, the value of the Property to the Seller is diminished because the Property contains asbestos, and is otherwise in need of substantial repairs and deferred maintenance; the continued ownership of the Property would further require ongoing outlays of funds for repairs, maintenance, insurance, utilities and protection; the Seller has no necessary or intended use for the Property; the building on the Property is a single purpose structure which is not readily marketable; and the status of title and ownership of the property has been the subject of disagreement and dispute over time; and

WHEREAS, Seller is willing to convey the Property to Buyer and Buyer is willing acquire the Property upon certain terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and Buyer agrees to acquire the Property, subject only to the terms and conditions contained herein.

2. **Purchase Price.** The purchase price for the Property shall be \$1,500.00 payable in cash or cash equivalent at the time of closing. In addition, as more fully provided herein, Buyer agrees to assume and pay all of the costs of closing the transfer of property and to assume the Property in its as-is condition, thereby relieving Seller of any responsibility in connection therewith.

3. **Earnest Money.** No earnest money shall be required under this Agreement.

4. **Survey.** Closing of this transaction is conditioned upon Buyer obtaining, within twenty-one (21) days of execution of this Agreement, a current Plat of Survey of the Property prepared by a registered surveyor (hereinafter the "Survey"). The Survey shall locate all improvements, easements, rights-of-way, building setback lines, encroachments, and any other matters on or affecting the Property and contain an accurate metes and bounds description of the Property. Buyer shall have ten (10) days from receipt of the Survey to object to the Survey. If Buyer, in its sole discretion, objects to the Survey, this Agreement shall be null and void. If Buyer fails to object within the ten (10) day period, Buyer shall be deemed to have waived its right to object. Buyer shall be solely responsible to pay all costs related to obtaining the survey.

5. **Title Insurance.** Closing of this transaction is conditioned upon Buyer obtaining at least thirty (30) days prior to closing a standard form ALTA owner's title commitment policy covering the Property issued by a title insurance company of Buyer's choice. Buyer shall have ten (10) days after receipt of the title insurance commitment to review and approve the commitment. If any exceptions appear in the title insurance policy which are objectionable to Buyer, Buyer may notify Seller in writing of such objection and this Agreement shall be null and void. If Buyer fails to object within the ten (10) day period, Buyer shall be deemed to have waived its right to object. Buyer shall be solely responsible to pay all costs related to obtaining the title insurance commitment.

6. **Annual Meeting Approval.** Closing of this transaction is conditioned upon the Town electorate, at a duly called and noticed Town meeting, authorizing the Town Board to purchase and acquire land for town purposes pursuant to § 60.10(2)(e), Wis. Stats. If the Buyer is unable to acquire approval to acquire land at the Town meeting to be held April 13, 2004, this Agreement shall be null and void.

7. **Personal Property.** Prior to the date set for closing, Seller shall remove all of Seller's personal property from the Property. Unless the parties otherwise agree in writing at the time of closing, Buyer may remove or dispose of any personal property not removed by Seller as Buyer, in its sole discretion, determines appropriate, and Seller shall be deemed to have relinquished all right, title and interest in said property to Buyer.

8. **Condition of Property.** The Property, including all improvements, is being sold in "AS IS, WHERE IS, WITH ALL FAULTS" condition. Seller makes no warranties or representations regarding any conditions affecting the Property. Buyer acknowledges and understands the fact that the school building is not in good condition, is in need of current and future repairs, and contains asbestos that may at some time have to be removed or otherwise dealt with in a lawful manner. Buyer is electing to acquire this Property knowing its conditions and hereby assumes all risk associated with the Property. Buyer acknowledges and agrees that it is not relying upon any representations of Seller, either expressed or implied, as to the condition of the Property. Buyer hereby freely and voluntarily relinquishes and waives any and all

claims or causes of action against Seller arising out of the sale of the Property except those claims and causes of action which arise out of a breach of this Agreement.

9. **Deed and Title.** Seller shall convey the Property to Buyer by without warranties of title of any kind or nature by Quit Claim Deed in a form acceptable to Buyer. Buyer hereby freely and voluntarily relinquishes and waives any and all claims or causes of action against Seller related to any right of reversion, or purchase option right, or other right to acquire the Property from Seller, or any other alleged or claimed right to ownership, or possession, or the acquisition of ownership or possession of the Property, whether asserted or capable of assertion by Buyer or by any third party.

10. **Closing.** The closing shall occur at a date and time mutually agreed by the parties but in no case later than May 31, 2004. The closing shall be held at the title insurance company retained by Buyer or the offices of Lathrop & Clark LLP.

11. **Lease Back.** For a period of five (5) years from the date of closing Seller shall have the right to lease back the Property from Buyer on the following terms and conditions:

A. Seller may only lease those portions not used by the Town for Town purposes or not otherwise leased by the Town to third parties for office or other allowable uses. Additionally, nothing in this Paragraph 11 shall prevent Buyer from demolishing portions of the school building including, but not limited to, the former gym or one or more classrooms.

B. Buyer and Seller shall negotiate in good faith a lease in a form mutually satisfactory to both parties which lease shall, among other things, address the following: term, rent, utilities, insurance, improvements and maintenance and repairs, and indemnification and hold harmless responsibilities. Seller shall provide Buyer at least six (6) months advance written notice of its desire to lease available and unused space in the building following which the parties shall begin good faith negotiations of a suitable lease.

12. **Default.** In the event of a breach of default of this Agreement by either party, the non-defaulting party, in addition to any and all other remedies to which the non-defaulting party may be entitled, legal or equitable, shall recover from the defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorneys fees.

13. **Entire Agreement.** This document contains the entire Agreement between Buyer and Seller and it shall inure to the benefit of and shall bind the parties hereto, their successors, and assigns.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin in effect at the date of its execution.

15. **Modifications.** This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

16. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

17. **Time of the Essence.** Time is of the essence with respect to all provisions where time is a factor.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

19. **Headings.** The headings have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

20. **No Strict Construction.** The language in this Agreement shall be deemed to be language chosen by the parties to express their mutual intent, and no rule of strict construction shall apply to either party.

21. **Conflict of Interest in Representation by Lathrop & Clark LLP.** Pursuant to the Code of Professional Responsibility for Lawyers, attorneys in Wisconsin are required to disclose in writing the existence of conflicts of interest and obtain written consent of clients who continue a representation in connection with a matter that may generate a conflict of interest.

Buyer and Seller have been informed that the office of Lathrop & Clark LLP has a long-standing relationship with both the Buyer and Seller. By executing this Agreement, both parties waive any potential conflict of interest that this may cause. The parties acknowledge and agree that the fundamental terms and conditions of this Agreement were negotiated and agreed upon without the advice of counsel. As such, both parties have requested that Lathrop & Clark LLP work with both parties and prepare all of the necessary documentation to accomplish this transaction. Although this is a situation which could lead to a conflict between Buyer and Seller, at the present time both parties have agreed that it is most efficient and economical to have Lathrop & Clark LLP prepare the necessary documents pursuant to the party's instructions.

The Rules of Professional Responsibility require that both parties be advised that both parties could obtain separate representation which might result in the advocacy of different or other points of view which may not have been expressed in connection with the discussions had concerning the transaction. Such representation could result in changes or alterations in the form of the documents which are being prepared which might be of benefit or detriment to one or both parties.

In the event a dispute arises regarding the preparation of the necessary documents or after the documents have been prepared, it will be necessary for both parties to obtain different representation as Lathrop & Clark LLP will be precluded at that time from representing either party on that matter.

By executing this Agreement, the parties acknowledge that they have read the foregoing and fully understand the potential conflict of interest and that they freely and voluntarily consent to the representation of Lathrop & Clark LLP for both parties.

DEFOREST AREA SCHOOL DISTRICT

Dated: _____

By: _____

Dated: _____

By: _____

TOWN OF LEEDS

Dated: April 19, 2004

By: Robert J. Stollenberg
Robert J. Stollenberg, Town Chair

Dated: April 19, 2004

By: Mary Ann Miller
Mary Ann Miller, Town Clerk

**EXHIBIT A
PROPERTY**

The West ½ of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 16, Township 10 North, Range 10 East; and the East 2 acres of the East ½ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 16, Township 10 North, Range 10 East; all being situated in the Township of Leeds, Columbia County, Wisconsin.

township16(purchase agreement (final 041904).doc