LAND CONTRACT

By and Between

RICHLAND COUNTY

and

RICHLAND SCHOOL DISTRICT
THIS LAND CONTRACT ("Contract") made and entered into the date as so specified herein by and between Richland County, a quasi-municipal corporation of the State of Wisconsin, with an address at 181 W. Seminary Street, Richland Center, Wisconsin, 53581, hereinafter "County", and the Richland School District, with an address of 1996 US Highway 14 W., PO Box 649, Richland Center, WI 53581, hereinafter "District" for the purpose of transferring ownership of the property known as “East Hall” from the County to the District.

County sells and agrees to convey to District, upon the prompt and full performance of this Contract by the parties, the following described property, known as East Hall, together with the rents, profits, fixtures and other appurtenant interests in Richland County, State of Wisconsin:

Commencing at the Northeast Corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 17, T. 10 N., R. 1 E., Richland County, Wisconsin; thence South, 256.84 feet; thence West, 242.14 feet to a ¾ inch diameter reinforcing bar on the Northerly right-of-way limit of United States Trunk Highway “14” and the point of beginning; thence S 75° 48’ 12” W, 164.81 feet to a ¾ inch diameter reinforcing bar in said right-of-way limit; thence N 9° 03’ 43” W, 312.45 feet to a point in the centerline of Brush Creek; thence N 80° 52’ 01” E, 248.08 feet to a point on said centerline; thence S 6° 40’ 00” W, 309.60 feet to the point of beginning; the above-described parcel of land being located partly in the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) and partly in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), all in Section 17, T. 10 N., R. 1 E., Richland County, Wisconsin and containing 1.44 acres.

IN CONSIDERATION of the mutual promises and covenants already made and hereinafter contained the County and District do mutually agree as follows:

1. TERM. The term of this Contract shall be from June 1, 2023, the date on which the District may take possession of East Hall, until the parties have performed all obligations under this Contract, including payment to the County, in full and to its satisfaction, the purchase price below.

2. TIME. The parties agree that time is of the essence as to all provisions hereunder.

3. EAST HALL; AS IS. The County does hereby sell and convey unto the District East Hall. East Hall is sold to District, and District hereby accepts the East Hall, in “AS IS” condition, with all faults, and without representation, warranty or agreement of any kind by County except as may be expressly stated herein. No title evidence was provided prior to execution of this Contract, and District agrees to pay the cost of future title evidence. The County shall retain such access rights to East Hall as are required to perform its obligations under this Contract.

4. PAYMENTS. District agrees to purchase East Hall and to pay to County at the above address the sum of $150,000 in the following manner:
a. Monthly payments of $3,000, with the first such payment being due June 1, 2023 and subsequent payments due by or on the first of each month thereafter until paid in full; and

b. The balance of $111,000, any unpaid monthly installments, and any other costs incurred under the terms of this Contract, to be paid in full by or on July 1, 2024; and

c. Such payments shall not be subject to interest, and there shall be no penalty for pre-payment of any payments due and owing under the terms of this Contract.

d. PRO-RATA PAYMENTS. If for any reason East Hall is unusable on June 1, 2023, in whole or in part, a proportionate credit shall be allowed from June 1, 2023 until the date the District can take actual possession of East Hall which shall be no later than June 15, 2023, said credit to be computed on the basis of the relation which the gross usable area of space rendered unusable bears to the gross usable area of East Hall. Any such credit accumulated shall be applied to the balance payment enumerated above unless otherwise agreed to by the parties.

5. REPAIRS. The parties agree that through the term of this Contract should any condition arise which requires repairs with an estimated cost of $50,000 or more, the parties will evenly divide the cost of such repairs, subject to the following terms:

a. NOTICE. Unless unreasonable to do so, District shall promptly provide written notice of any condition requiring repair to the County. Failure of the District to so report such needed repairs to the County shall render the District solely liable for any costs, expenses, or fees incurred for such repairs.

b. RESPONSE. Unless unreasonable to do so, County will provide a written response to any report from the District. Such a response will inform the District of the County’s position on how to best address the reported condition, or that the County disputes the reported condition or the estimated cost. Any response indicating a dispute shall clearly outline the nature of the dispute, the reasons for the County’s conclusions, and an estimated difference between the reported costs and those the County feels are accurate.

c. DISPUTES. In the event of a dispute between the parties on the reported condition, how best to address the condition, or the estimated cost, the following terms will apply:

i. PRESUMPTION. Parties agree that the presumption is that the District’s report is accurate, and the burden shall be on the County to prove that the report, proposed response, or cost estimate is inaccurate
or inappropriate.

ii. COSTS. Based on the above presumption, even in the event of a dispute the County shall promptly pay its share of expenses for the repair. Should the County later prove that the condition or cost was inaccurately reported, the District shall promptly refund the greater of the amount indicated in the County’s dispute report or the actual difference in the County’s share of costs paid and the actual cost of the repair.

d. EMERGENCIES. If a reported repair is deemed to be an emergency, the Chair of the County Board or the Public Works Standing Committee is authorized to exercise the authority granted under Richland County Board Rule 14(n).

e. ACCESS. County reserves the right to access East Hall for the purposes of evaluating, and if deemed appropriate, repair of a reported condition.

f. ALL OTHER REPAIRS AND MAINTENANCE. The District shall be solely responsible for all care, upkeep, maintenance and repairs which do not fall under the above provisions of this Article 5.

6. INSURANCE AND INDEMNITIES.
   a. LIABILITY INSURANCE.
      i. The District shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as County may require, without co-insurance, through insurers approved by County, in the amount of the full replacement value of the improvements on East Hall. District shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of County's interest, and evidence of such policies covering the Property shall be provided to County. District shall promptly give notice of loss to insurance companies and County. Unless District and County otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of East Hall, provided County deems the restoration or repair to be economically feasible.

      ii. District agrees to protect and hold County harmless from any and all claims of others for injuries to persons or property arising out of the occupancy or operation on the East Hall by District, except such claims as arise out of the negligent, intentional or willful acts or omissions of, through or under County.
b. **INDEMNIFICATION BY DISTRICT.** Beginning on the Commencement Date, the District shall indemnify the County and hold the County harmless from and against all claims, actions, demands, expenses, including attorneys’ fees, and judgments for loss, damage, or injury to property or person resulting or occurring by reason of the construction, use, or occupancy of the East Hall by the District, or its agents, contractors, employees, servants, or concessionaires. If the County shall be made a party to any litigation commenced by or against the District, the District shall protect and hold the County harmless and pay all costs, expenses and reasonable attorneys’ fees incurred or paid by the County in connection with such litigation. The District shall also pay all costs, expenses, and reasonable attorneys’ fees that may be incurred or paid by the County in enforcing the covenants and agreements of this Contract.

c. **MUTUAL WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary contained in this Contract, County and District do each hereby release the other from any and all liability or responsibility (to the other or to anyone claiming through or under the other by way of subrogation or otherwise) for any loss or damage to property caused by fire, any of the extended coverage perils, or any other insured peril, even if such fire or other casualty shall have been caused by the negligence of the other party or of anyone for whom such party may be responsible. Such waiver of subrogation shall be effective with respect to such loss or damage and each policy hereunder shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder. County and District each agree that their policies shall include such a clause or endorsement.

d. **LIABILITY FOR DAMAGE.** The County shall not be liable for any injury, claims, loss or damage, including, but not limited to:

   i. **Utilities.** Done or occasioned by or from the electrical system, the heating or cooling system, or the plumbing and sewer systems;
   
   ii. **Weather.** Occasioned by water, snow or ice being upon or coming through the roof, trapdoor, walls, windows, doors or otherwise, in, upon or about the East Hall;
   
   iii. **District.** Arising from acts or omissions or negligence of the District or other occupants of the East Hall;
   
   iv. **Construction.** Occasioned by reason of the construction of the East Hall or for failure to keep the East Hall in repair, unless the County is obligated to make such repairs under the terms hereof and unless written notice of the need for repairs has been given the County, a reasonable time has elapsed and the County has failed to respond to or make such repairs; and,
v. Personality. To the District's stock-in-trade, fixtures, furniture, furnishings, floor and wall coverings, ceiling-hung chandeliers and other adornments, special equipment and all other items of personal property of the District resulting from fire or other hazards, regardless of the cause thereof.

7. DISTRICT'S IMPROVEMENTS.
   a. OVERALL. The District shall have the right to make such alterations or improvements in the East Hall as may be necessary and proper for the conduct of its business and for the full beneficial use of the East Hall permitted herein, excepting any such improvement which renders East Hall untenantable or subjects East Hall to liens superior to the lien of this Contract. Any such alterations or improvements by District shall be at District’s cost and expense. District agrees that any work performed by District shall be in accordance with all applicable building codes and ordinances and shall be performed by licensed commercial contractors or District personnel. The District shall promptly repair any damage to the East Hall, caused by the alterations, additions, or improvements undertaken by the District.
   b. EXPENSE; INSURANCE. The District shall promptly pay all costs, expenses, and charges for such alterations and improvements, and shall hold County harmless from any and all mechanic’s and/or materialmen’s liens in connection with the improvements. District shall make such alterations, additions, and improvements in accordance with applicable laws and building codes and in a good, workmanlike manner.
   c. MECHANIC'S LIENS. The District will not permit to be created nor to remain undischarged any lien, encumbrance or charge (arising out of any work of any contractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise) which might be or become a lien or encumbrance or charge upon the East Hall or any part thereof or the income therefrom, and the District will not suffer any other matter or thing whereby the estate, right and interest of the County in the East Hall or any part thereof might be impaired. District shall deliver to all persons or entities furnishing labor or materials to District a notice of non-responsibility of County satisfactory to County. County may file a notice of non-responsibility of County satisfactory to County. County may file a notice of non-responsibility with respect to mechanics liens which may result from District’s work. If any lien or notice of lien on account of an alleged debt of the District or any notice of contract by a party engaged by the District or District's contractor to work on the East Hall shall be filed against the East Hall or any part thereof, the District, within ten days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If the District shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the County may, but
shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event the County shall be entitled, if the County so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by the County and all costs and expenses including attorneys’ fees, incurred by the County in connection therewith, together with interest thereon at the maximum legal rate from the respective dates of the County's making of the payment of incurring of the cost and expense shall be payable by the District under this Contract and shall be paid by the District to the County on demand. Nothing herein contained shall obligate the District to pay or discharge any lien created by the County.

d. REMOVAL OF DISTRICT’S IMPROVEMENTS. Except as otherwise hereinafter provided, all District’s Improvements shall remain the property of the District and must be removed by the District in the event of this Contract’s termination for any reason other than full and satisfactory performance by the parties, provided (a) that District’s Improvements which are affixed to East Hall and require severance may be removed only if the District shall repair any damage caused by such removal and (b) that the District shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this Contract. If the District fails to remove District’s Improvements from East Hall upon termination of this contract for any reason other than full and satisfactory performance by the parties, all District’s Improvements shall become the property of the County unless the County elects to require their removal, in which case the District shall promptly remove same and restore East Hall to its prior condition.

e. INITIAL DISTRICT’S WORK. All work not included in County’s Work but required for District to use and operate its business at the East Hall shall be deemed to be District’s Work. District’s Work shall be performed by the District at its sole cost and expense. All District’s Work shall be done in a good and workmanlike manner, in full compliance with all laws, rules, regulations and orders.

8. DISTRICT’S PROPERTY.

a. District’s Property shall at no time be construed as County’s fixtures or otherwise the property of the County.

b. County’s Option to Purchase District’s Property. Notwithstanding the above in this Article 8, District’s Property, upon termination of this Contract for any reason other than full and satisfactory completion of the terms by the parties, District shall have the option to relinquish its property rights in all or part of District’s Property, which option shall be exercised by written notice to County by District promptly upon notice of said termination, and from and
after the exercise of said option and upon written acceptance by County to District, said acceptance to be provided within thirty (30) days of District’s notice, the property specified in said notice shall be the property of County.

9. REPAIRS AND CARE OF EAST HALL BY DISTRICT.
   a. OVERALL. District shall not commit waste nor allow waste to be committed on or in East Hall and shall keep East Hall in good tenantable condition and repair.
   b. ASSIGNMENT OF WARRANTIES. County shall assign to District all assignable guarantees and/or warranties that County may receive from suppliers and/or manufacturers of equipment and materials of whatever nature used in and/or incorporated in the construction or outfitting of the East Hall and from contractors in connection with the construction of the East Hall, including at least a one-year general contractor’s warranty covering defective materials and workmanship.

10. TAXES AND ASSESSMENTS. District shall pay prior to delinquency all taxes and assessment levied on East Hall at the time of the execution of this Contract and thereafter, and deliver to County on demand receipts showing such payment.

11. DEFAULT BY DISTRICT.
   a. EVENTS OF DEFAULT. This Contract is made upon the condition that the District shall punctually and faithfully perform all the covenants and agreements by it to be performed as herein set forth. If any of the following events (each an “Event of Default”) shall occur:
      i. Any payment installment or any other sums required to be paid by the District hereunder, or any part thereof, shall at any time be in arrears or unpaid when due and remain in arrears or unpaid for thirty days following written notice thereof by the County;
      ii. District shall fail to observe or perform any of the covenants, agreements, or conditions of this Contract on the part of the District to be kept and performed, and said failure shall continue for a period of thirty days after written notice thereof from the County to the District (unless such default cannot reasonably be cured within thirty days and the District shall have commenced to cure said default within said thirty days and continues diligently to pursue the curing of the same);
      iii. District, or any guarantor, shall file a petition in bankruptcy or be adjudicated bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors;
iv. any trustee, receiver or liquidator of the District or any Guarantor, or any substantial part of their properties or of the East Hall shall be appointed in any action, suit or proceeding by or against the District or any Guarantor and such proceeding or action shall not have been dismissed within thirty days after such appointment; or,
v. the District shall vacate or abandon East Hall,

then the entire outstanding balance under this contract shall become immediately due and payable at County's option and without notice (which District hereby waives), and County may singly, alternatively or in combination: (i) terminate this Contract and either recover East Hall through strict foreclosure or have East Hall sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by District shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for East Hall); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of the County is insignificant; (v) have the District ejected from possession of East Hall and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on County if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of County incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by District and included in any judgment. The parties agree that County shall have the options set forth in this paragraph available to exercise in County's sole discretion. County may waive any default without waiving any other subsequent or prior default by the District.

b. ACTION BY COUNTY. If the District at any time shall fail to pay taxes, insurance premiums, assessments, or liens, to make any payment or perform any act required by this Contract to be made or performed by it, the County, without waiving or releasing the District from any obligation or default under this Contract, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the District. All sums so paid by the County and all costs and expenses so incurred shall accrue interest at the rate of one percent, compounded monthly, from the date of payment or incurring thereof by the County and shall constitute additional costs payable by the District under this Contract and shall be paid by the District to the County upon demand. Unless otherwise provided herein, all other sums payable by the District to the County under this Contract, if not paid when due, shall accrue interest at the rate of eighteen one
percent, compounded monthly, from their due date until paid, said interest to be deemed additional costs under this Contract and shall be paid to the County by the District upon demand. County reserves the right to waive any accrued interest at its sole discretion.

c. CERTAIN REMEDIES IN THE EVENT OF BANKRUPTCY OR OTHER PROCEEDING. Anything contained herein to the contrary notwithstanding, if termination of this Contract shall be stayed by order of any court having jurisdiction over any proceeding described in Article 11, Section a., Events of Default, Subsection iii., hereof, or by federal or state statute, then, following the expiration of any such stay, or if District or District as debtor-in-possession or the trustee appointed in any such proceeding (being collectively referred to as "District" only for the purposes of this Article 11, Section d.) shall fail to assume District's obligations under this Contract within the period prescribed therefor by law or within fifteen days after entry of the order for relief or as may be allowed by the court, or if District shall fail to provide adequate protection of County's right, title and interest in and to the East Hall or adequate assurance of the complete and continuous future performance of District's obligations under this Contract, County, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at its election, to terminate this Contract on fifteen days' notice to District and upon the expiration of said fifteen day period this Contract shall cease and expire as aforesaid and District shall immediately quit and surrender the East Hall as aforesaid. Upon the termination of this Contract as provided above, County, without notice, may re-enter and repossess the East Hall using such force for that purpose as may be necessary without being liable to indictment, prosecution or damages therefor and may dispossess District by summary proceedings or otherwise.

d. WAIVER. The District hereby expressly waives all exemptions secured to the District under the laws of the State of Wisconsin or of any other State of the United States or otherwise as against the collection of any debt herein or hereby incurred or secured. District hereby waives any rights it may have to redeem the East Hall.

e. CUMULATIVE. All rights and remedies of the County herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

12. DEMAND AND RECEIPT BY COUNTY. Every demand for payment due wherever made shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, or final judgment therein, the County may receive and collect any payment due, and such collection or receipt shall neither operate nor affect such notice, suit, or judgment.

13. ASSIGNMENT AND SUBLETTING.
a. DISTRICT TRANSFERS. The District may not transfer, sell or convey any legal or equitable interest in East Hall, including but not limited to a lease for a term greater than one year, without the prior written consent of County unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without County's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at County's option without notice.

b. RIGHT OF COUNTY TO MORTGAGE. County shall have the right to mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided County shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If County defaults under such mortgages and District is not in default hereunder, District may make payments directly to County's mortgagee and such payments will be credited as payments hereunder.

14. WAIVER AND NO REMEDY EXCLUSIVE.
   a. Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of the County to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by the County. No waiver of a breach of any condition shall serve to excuse a future breach of the same condition or covenant.

b. No Remedy Exclusive. The mention in this Contract of any specific right or remedy shall not preclude the County or District from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and for the purpose of any suit by the County or District brought or based on this Contract, this Contract shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Contract and it is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a)
financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

16. NOTICES. Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to either of the parties by the other, such notice, demand, request, or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served personally; served by mailing such notice, postage prepaid, by certified mail, return receipt requested; or served by a nationally recognized overnight delivery service, in a sealed envelope, postage prepaid, and addressed to the address listed below or to such other address (physical or electronic) as either party may from time to time designate by notice given to the other. Any such notice, demand, request, or other communication mailed as above provided shall be deemed to have been given, served, made, or delivered at the time it was so placed in the mail or with a nationally recognized overnight delivery service.

   a. FOR THE COUNTY: Richland County Clerk
      181 W. Seminary Street
      Richland Center, WI 53581

   b. FOR THE DISTRICT: Richland School District
      PO Box 649
      Richland Center, WI 53581

17. DELAYS IN PERFORMANCE. In any case in which either the County or the District is required to do any act, other than make a payment of money, delays caused by or resulting from an act of God, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials, or equipment, governmental regulations, or other causes beyond such parties reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, or a reasonable time.

18. NO JOINT VENTURE OR PARTNERSHIP. Nothing herein contained in this Contract shall be deemed or construed by the parties hereto or by a third party, as creating the relationship of principal and agent, partnership or joint venture between County and District; the only relationship created by this Contract is that of the Vendor/Vendee relationship facilitating transfer of the County’s real property.

19. LIABILITY OF COUNTY.
   a. County covenants with District that if County violates any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed, and any such default continues for fifteen days after written notice
thereof is given by District to County, then, and in addition to any other remedies or causes of action provided in this Contract or now or hereafter existing at law or in equity, District may, at its option, cure such default and County shall reimburse District for District’s reasonable costs incurred in curing such default within ten days after demand therefore by District which demand shall be accompanied by a statement or statements showing such cost. In the event County fails or refuses to reimburse District within ten days after District’s demand for such reimbursement, District may deduct said reasonable costs from the next monthly payment or payments and/or from any other charge or charges payable by District hereunder, in which case such deduction shall not be considered a default by District under provisions hereof relating to District’s obligation to pay any charges. If at the time of expiration of the above-mentioned fifteen day period County is engaged in good faith in diligent remedying such default and continues so to do, then this Contract and County’s rights hereunder shall continue in full force and District shall have no right to cure such default.

b. In addition to the above within this Article 18, **Liability of County**, if the County shall fail to perform any covenant, term or condition of this Contract upon the County's part to be performed and, as a consequence of such default, the District shall recover a money judgment against the County, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of the County in East Hall as the same may then be encumbered and the County shall not be liable for any deficiency. It is understood that in no event shall the District have the right to levy execution against any property of the County other than its interest in the East Hall as hereinbefore expressly provided. In the event of the sale or other transfer of the County's right, title and interest in the East Hall or any portion thereof the County shall be released from all liability and obligations hereunder.

20. **COUNTY’S RIGHT TO CURE.** If County shall fail to perform any obligations under this Contract, required to be performed by County, County shall not be deemed in default hereunder nor subject to any claim for damages of any kind, unless such failure shall have continued for a period of fifteen days after written notice thereof by District or such additional time as may be required due to Delays in Performance as set forth in Article 17. If County shall fail to cure within the time period permitted for cure herein, County shall be subject to such claims for damages and remedies as may be available to District (subject to other provisions of this Contract); District shall have no right of self-help to perform repairs or any other obligations of County, and shall have no right to withhold, set-off or abate payments due under this Contract.

21. **FULFILLMENT OF CONTRACT.** County agrees that if the purchase price is fully paid and all conditions fully performed as specified herein, County will execute and
deliver to District a Quit Claim Deed in fee simple of East Hall.

22. APPLICABLE LAW. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin.

23. INVALID PROVISION. In the event that any provision herein shall be declared invalid or unenforceable, such provision shall be severed and deleted from this Contract and the remainder of the Lease shall continue in full force and effect.

24. SUBMISSION OF DOCUMENT: The submission of this document for examination does not constitute an option or offer to lease the East Hall. This document shall have no binding effect on the parties unless executed by the County and the District and a fully executed copy is delivered to the District.

25. CAPTIONS. The captions of the Sections of this Contract are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Contract nor in any way affect this Contract.

26. COUNTERPARTS. This Contract may be executed in one or more counterparts (including counterparts by facsimile or electronic transmission) which, together, shall constitute an original copy hereof and each party’s respective signature shall be binding as if the same were an original.

27. BINDING. All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of County and District.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and have thus indicated their acceptance of the terms herein, on this 1st day of June, 2023.

________________________________  ____________________________________________
Erin Unbehaun, School Board President  Marty Brewer, County Board Chair

________________________________
Melissa Wertz, School Board Clerk