



Southern Region

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July 24, 2017

Justin M. Nickels
Mayor
City of Manitowoc
900 Quay Street
Manitowoc, Wisconsin 54220

Mr. Nickels:

The purpose of this letter is to outline the terms upon which the City of Manitowoc, Wisconsin, or their nominee ("Purchaser") is prepared to acquire from Wisconsin Central Ltd. ("Seller") approximately 20.84 acres of Seller's property generally located at N 10th Street and approximately 3.698 acres of Seller's property generally located at Revere Drive and Spring Street in Manitowoc, Manitowoc County, Wisconsin:

1. **PROPERTY** - Approximately 20.84 acres of land and approximately 3.698 acres of land in Manitowoc, Manitowoc County, Wisconsin, as shown on Exhibit A, attached hereto and made a part hereof (the "Property").
2. **PRICE** - The purchase price of the property shall be established as a unit land value of \$1.50 per square foot times the final gross acreage of the Property identified in Exhibit A, as determined by a plat of survey prepared by a Wisconsin Licensed Land Surveyor mutually acceptable to Purchaser and Seller (the "Purchase Price").
3. **CLOSING** - The closing on the purchase of the Property shall occur on a mutually acceptable date, with both parties using their best efforts to close the transaction within ten (10) days after completion of the due diligence period.
4. **TITLE INSURANCE AND SURVEY** – Seller shall, at Purchaser's expense, obtain and deliver to Purchaser a title commitment from a title insurance company. Seller shall, at Purchaser's expense, deliver to Purchaser a current plat of survey prepared by a Wisconsin Licensed Land Surveyor mutually acceptable to Purchaser and Seller in accordance with ALTA/NSPS survey standards.
5. **PRE-CLOSING DELIVERIES** - On the date of the execution and delivery of the Contract, as defined in this Section 5, Seller shall deliver to Purchaser the following:

- (a) All environmental studies and reports in the possession of Seller;

Within forty-five (45) days after the execution and delivery of a mutually agreed upon purchase and sale agreement ("Contract"), Seller shall deliver to Purchaser the following:

- (a) A preliminary title commitment [issued by Chicago Title Insurance Company];
- (b) A draft survey referred to in Paragraph 4;
- (c) All contracts, leases, permits and licenses known to Seller affecting the Property.

6. EARNEST MONEY DEPOSIT waived by Seller.

7. DUE DILIGENCE - Purchaser's obligation to close on the purchase will be subject to Purchaser satisfying itself as to whether the real estate is suitable for the Purchaser's intended use and the condition of the real estate which shall be subject to the Purchaser's sole and subjective judgment during a due diligence period of sixty (60) days from the date of execution and delivery of the Contract (the "Due Diligence Period"). Purchaser shall indemnify and hold Seller's lessees, licensees, invitees and agents harmless from any harm, damage, claim or cause of action that is related to or arising out of Purchaser's due diligence activities. During the Due Diligence Period, Purchaser shall have the right to do all or any of the following:

- (a) Physically inspect the Property, including performance of any engineering tests, soil tests, or environmental studies, provided that Purchaser shall indemnify and hold harmless as to any loss, cost, or damage which might otherwise arise against, or accrue to, Seller or Seller's real estate by reason of the activities of Purchaser, which indemnification shall include, but not necessarily be limited to, Seller's attorney's fees and court costs; and
- (b) Review and verify all licenses, permits, governmental approvals, leases, contracts, operating agreements, license agreements affecting the Property; and
- (c) Review such other information with respect to the Property as Purchaser deems necessary to verify to its satisfaction that the Property, in Purchaser's sole discretion, is suitable for purchase and Purchaser's intended use.

8. CLOSING COSTS - Costs shall be paid as agreed by the parties hereto except, in all events: (i) the costs of Purchaser's due diligence shall be paid by Purchaser; (ii) the costs of obtaining the owners title insurance policy and endorsements thereto relating to permitted exceptions, exclusive of other endorsements which may be required by Purchaser and which will be the sole cost of Purchaser; (iii) title commitment and survey expenses shall be paid by Purchaser; (iv) recording

fees; State, County, and real estate transfer taxes; and title company closing and escrow fees shall be paid by Purchaser; and (v) Purchaser will apply for any lot splits or tax divisions with the appropriate local authorities at Purchaser's cost and expense.

9. **BROKERS** - Purchaser and Seller acknowledge that there is no real estate broker involved in this transaction. The contract shall contain representations and cross indemnifications by and between Purchaser and Seller with respect to any claims for Brokers' commissions.
10. **INTENT** - The agreement of Purchaser and Seller is set forth solely in this Letter of Intent and does not constitute an option, agreement, or offer to sell or purchase or obligation to enter into a contract to sell or purchase, the Property by either Sellers or Purchaser, or to enter into any other type of agreement, the purpose of this letter being merely to set forth the specific intentions set forth herein.

Acknowledged and Accepted:

Purchaser: City of Manitowoc, Wisconsin Seller: Wisconsin Central Ltd.

By: _____	By: _____
Print Name:	Arthur L. Spiros
Print Title:	Senior Manager, Business Development & Real Estate – Southern Region

Date: _____ Date: _____