

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (“Agreement”) is made as of the _____ day of _____, 2026, by and between the VILLAGE OF ALLOUEZ, a Wisconsin Municipal (“Allouez”), and the GREEN BAY AREA PUBLIC SCHOOL DISTRICT, a Wisconsin public school district (“GBAPSD” or “District”) (hereinafter referred to individually as “Party,” and collectively as “Parties”).

BACKGROUND

WHEREAS, Allouez is the owner of two (2) parcels of real property located in the Village of Allouez, Brown County, Wisconsin, commonly referred to as “Webster Park”, as described as follows:

1. Parcel AL-58-1, Part of Lot 2 of CSM #9130, approximately 3.089 acres
2. Parcel AL-58-3, approximately 1.064 acres

WHEREAS, the District is the owner of a parcel of real property located in the Village of Allouez, Brown County, Wisconsin, commonly referred to as “Langlade Elementary School”, described as Parcel AL-120-14-1, approximately 7.239 acres.

WHEREAS, the District has determined to close and consolidate certain District facilities as part of budget constraints following the conclusion of the 2025-26 academic year, including Langlade Elementary School; and

WHEREAS, Allouez desires to obtain ownership of Langlade Elementary School Property for future Village development purposes; and

WHEREAS, Allouez has agreed to transfer ownership of the “Webster Park” parcels detailed above to the District so that the District may improve and/or expand upon adjacent school property it owns to those parcels; and

WHEREAS, the Parties recognize that their respective interests in a land exchange of the parcels identified above would be mutually beneficial and as such, Allouez and the District wish to exchange their existing properties subject to the term of this Agreement set for below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

I. Exchange Property.

- A. Allouez agrees to convey, and the District agrees to accept from Allouez, the two parcels described above commonly referred to as “Webster Park.” The Parties agree this transfer shall be subject to a Right of First Refusal, as follows:
 1. The District agrees to provide Allouez with a Right of First Refusal with respect to its acquisition of Webster Park. If the District should determine that it desires to sell all or part of Webster Park, it shall be responsible to provide Allouez with a written notice of its intent to sell.
 2. Allouez shall have 30 days from the date the District provides notice of its intent to sell to notify the District, in writing, of its intent to exercise its Right of First

Refusal. If no notice is received, the Right of First Refusal shall be deemed waived with respect to that proposed transfer only and the District may proceed with sale to a third party.

3. If Allouez elects to timely exercise the Right of First Refusal, the Parties shall mutually agree upon a qualified, independent Wisconsin-licensed real estate appraiser within twenty-one (21) days after Allouez' notice of exercise. The appraiser shall determine the fair market value of the Property or applicable portion as of the date of the Notice.
 4. The purchase price shall be set at the fair market value determined by the appraiser.
 5. The cost of the appraisal shall be split equally between the Parties.
 6. The closing of the purchase shall occur within sixty (60) days of the delivery of the appraisal, unless otherwise mutually agreed by the Parties. If Allouez fails to cooperate in the appraisal process or fails to close within the time period required herein, the District may proceed with sale to a third party.
- B. The District agrees to convey, and Allouez agrees to accept from the District, the parcel described above commonly referred to as "Langlade Elementary School." The Parties agree this transfer shall be subject to a Deed Restriction, as follows:
1. This property shall not be used at any time for the operation of any "Competing Use," which shall be defined as any Pre-Kindergarten through Grade 16 educational facility or educational programming that is not part of the Green Bay Area Public School District or chartered by the Green Bay Area Public School District that would have the direct or indirect effect of diminishing, reducing or otherwise impacting the number of pupils enrolled in the Green Bay Area Public School District, as determined under Wis. Stat. § 121.05. A day care or post high school trade or college program, that does not receive per pupil funding under Chapter 121, is not considered a Competing Use.
 2. This Competing Use Restriction shall continue indefinitely, unless the Green Bay Area Public School District dissolves, otherwise ceases operations, or unless the Board of Education of the Green Bay Area Public School District determines to release the restriction by delivering a recordable document to grantee or its heirs as evidence of the release of the restriction for recording.
 3. This Competing Use Restriction was a material inducement to the District conveying the Property to Allouez, and but for Allouez's acceptance of the terms and conditions thereof, the District would not have conveyed the Property to Allouez.

II. Purchase Price.

- A. The Parties agree that the transaction described herein by this Agreement is an even exchange, subject to the obligations of the Parties as set forth herein and that no monetary exchange shall occur between the parties related to this transaction.
- B. Each party has agreed to be responsible for one-half of any costs associated with carrying out the terms and conditions of this land exchange agreement, including but not limited to the costs of Certified Survey Maps (CSMs), recording fees owed to Brown County, or any other standard closing costs.

III. Closing.

- A. The Parties do not anticipate the need to conduct a formal closing.
- B. No later than November 1, 2026, Allouez shall convey to the District by Warranty Deed the following properties:
 - 1. Parcel AL-58-1, Part of Lot 2 of CSM #9130, approximately 3.089 acres
 - 2. Parcel AL-58-3, approximately 1.064 acres
- C. No later than November 1, 2026, the District shall convey to Allouez by Warranty Deed the property described as Parcel AL-120-14-1, approximately 7.239 acres.
- D. All properties shall be transferred free and clear of all liens, encumbrances, encroachments, and special assessments levied or assessed; except for those expressly provided for herein.
- E. The Parties mutually warrant and represent that no brokers or agents have been employed or retained by either Party in connection with the negotiation or consummation of the matters contemplated by this Agreement and that neither Party shall become obligated to pay any commission of any kind or nature to any broker or agent upon the closing of this agreement.

IV. Dedications and Easements.

- A. It is mutually understood and agreed that the exchange properties referenced in this Agreement may be subject to easements for public water and sewer utilities, gas and electric utilities, telecommunication utilities and other installation and fixtures.
- B. After the date of this Agreement, but prior to Closing, the Grantor Party shall not dedicate, gift, transfer, mortgage, or convey any interest in Grantor Party's exchange property without written consent from the Grantee Party, which may be withheld for any reason.

V. Condition of Exchange Property.

- A. Each Party represents that their respective exchange property is fully compliant with all applicable laws and governmental regulations and that there are no known violations of any environmental or other governmental regulations affecting their respective exchange property.
- B. Each Party acknowledges that its representatives or agents have examined the exchange properties prior to entering into this Agreement. This Agreement is based upon this inspection and not upon any representation or warranties or conditions by the Grantor Party or its agents. Each party acknowledges that they are conveying their Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement.

VI. Additional Provisions.

- A. Further Assurances. Each Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, documents as may be necessary or property to effectuate the covenants, contingencies and agreements

herein provided. The District and Allouez agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and

- B. Time is of the Essence. Both Parties agree that time is of the essence under this Agreement.
- C. No Relationship. Neither anything contained within this Agreement nor any acts of the Parties pursuant to this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other association between or among the Parties.
- D. Indemnification. Except as set forth herein, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.
- E. Non-waiver. Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop the Parties or their insurers to rely upon the limitations, defenses, and immunities contained within Wis. Stat. § 893.80. To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable for indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- F. Non-Discrimination. During the term of this Agreement, the Parties shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status or any other protected class.
- G. Compliance with Law. All use of District and Allouez properties herein shall be in accordance with state and local law. In case of a conflict between the terms of this Agreement and requirements of state law, the state law shall govern. Any actions taken by the District or Allouez that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.
- H. Governing Law. This Agreement and the rights and obligations of District and Allouez under this Agreement shall be interpreted according to the laws of the State of Wisconsin.

- I. Severability. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall be in any way affected thereby.
- J. Amendment. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing and executed by District and Allouez.
- K. Assignment. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either Party without the prior written consent of the other Party.
- L. Compliance with Applicable Laws. Each Party, its agents and employees shall become familiar with and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Agreement.
- M. Draftsman. This Agreement is the result of an arm's length negotiation and in resolving any ambiguity in this Agreement, none of the Parties hereto shall be deemed to have been the draftsman hereof.
- N. Binding Effect. This Agreement shall not be binding upon either Party until such time as this Agreement has been approved by each Party's governing body. Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of District and Allouez and upon their respective heirs, successors, executors, administrators, personal representatives, and permitted successors and assigns. Unless this Agreement otherwise requires, the covenants of this Agreement shall survive the transfer of title.
- O. District and Allouez each represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachments.
- P. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, on the date identified below, the Parties hereto have set their hands at Green Bay, Wisconsin.

THE GREEN BAY AREA PUBLIC SCHOOL DISTRICT

By: Vu Bay
Vicki Bayer
Title: Superintendent of Schools and Learning
Date: 2/26/26

By: James L. Lyerly
James Lyerly
Title: President, Board of Education
Date: 2/25/2024

THE VILLAGE OF ALLOUEZ, WISCONSIN

By: _____

James F. Rafter

Title: Village President

Date: _____

By: _____

Carrie Zittlow

Title: Clerk/Treasurer

Date: _____