



Finance/Administration Committee
Agenda
Kenosha County Administration Building
1010 56th Street, Kenosha, WI 53140
2nd Floor Committee Conference Room
Tuesday, December 3, 2019, 6:00 p.m.

NOTE: UNDER THE KENOSHA COUNTY BOARD RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SECTION 2 C OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE DISCUSSED AND ACTED UPON DURING THE COURSE OF THIS MEETING AND ANY NEW MATTER NOT GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN

1. **CALL TO ORDER**
2. **RESOLUTION REGARDING TRANSFER OF TAX DEED LAND TO CITY OF KENOSHA AND APPROVAL OF AGREEMENTS WITH THE CITY OF KENOSHA AND BEAR DEVELOPMENT, LLC**

Documents:

[RES TRANSFER OF TAX DEED LAND.PDF](#)
[AGREEMENT BETWEEN COUNTY CITY \(002\).PDF](#)
[AGREEMENT BETWEEN COUNTY BEAR \(002\).PDF](#)

3. **DISCUSSION ON NEXT STEPS REGARDING TAX DEED PROPERTIES**

Documents:

[MEMO ON TAX DEED RESCISSION MATERIALS.PDF](#)
[0272 COUNTY CLERK DOCUMENTS.PDF](#)
[SIMMERS ORD AND STATUTES.PDF](#)

4. **ADJOURN**

A quorum of other committees or of the County Board may be present.

**Kenosha County
Administrative Proposal Form**

1. Proposal Overview

Division: Finance and
Administration

Department:

Proposal Summary (attach explanation and required documents):

Approve the transfer of 88 lots and one outlot in the former Brookstone Homes Development to the City of Kenosha in accord with separate agreements contractually binding the County, City and Bear. By agreement and MOU, Bear will be sold the property by the City and credit KHDS in a lease agreement which will reduce the County obligation to them in providing essential services. Attachments detail the agreement via contracts and MOU.

Dept./Division Head Signature: Patricia Merrill Date: 11/27/2019

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: Patricia Merrill Date: 11/27/2019

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: D.W. D Date: 11/27/19

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: [Signature] Date: 11/29/19

KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Transfer of Tax Deed Land to City of Kenosha and Approval of Agreements with the City of Kenosha And BEAR Development, LLC	
Original_x Corrected__ 2nd Correction__ Resubmitted__	
Date Submitted:	Date Resubmitted:
Submitted By:	
Fiscal Note Attached	Legal Note Attached
Prepared By: Jennifer J. Kopp and John F. Moyer Corporation Counsel's Office	Signature:

WHEREAS numerous tax certificates have been issued on parcels enumerated by tax parcel numbers beginning with 07-222-25-360-001 on the attached Exhibit A (the "Property" also known as the "Brookstone Homes" lots) by the Kenosha County Treasurer for failure to pay taxes since 2010, and taxes are owed in the amount of \$113,967.84, with an estimated total tax interest amount due of \$44,331.81, total tax penalty of \$22,165.92; and there are special assessments owed on these parcels to the City of Kenosha of \$73,303.20, interest on these special assessments owed to the City of \$21,400.81 and special penalties on those assessments owed to the County of \$10,700.00 (total aggregate due to Kenosha County is \$272,825.75 and total aggregate due to the City of Kenosha is \$94,704.01)(all of these figures are given as amounts due if paid as of 1/31/2020); and

WHEREAS, pursuant to Wisconsin Statue § 75.69, a request has been made to the County to transfer the Property to the City of Kenosha to allow for the development of the Property, pursuant to the terms and conditions outlined in the County-City Agreement attached as Exhibit B; and

WHEREAS, in order to further the process of transfer of these properties and to expend the resources necessary to return them to use, the City has requested that all property taxes and those for 2019 to be billed in December, 2019 for these properties be forgiven; and

WHEREAS, BEAR Development, LLC, ("BEAR") has expressed an interest in purchasing, remediating, restoring and developing the Property from the City in a manner that would enhance the neighborhood, provide needed housing and increase the City and County's tax base; and

WHEREAS, BEAR is in negotiations with the City regarding the purchase of the Property and subsequent development of the Property, and

WHEREAS, these properties have long been delinquent and should be returned to the tax rolls and many benefits are derived from the return to lawful use of tax delinquent parcels; and

WHEREAS, BEAR currently has a lease agreement with Kenosha Human Development Services ("KHDS") and KHDS is contractually obligated to make lease agreements to BEAR consisting of base rent and additional improvement rent; and

WHEREAS, if BEAR purchases and develops the Property from the City, BEAR will reduce the leasehold and contractual expenses owed by KHDS to BEAR and this will provide a benefit to the public and the City and County of Kenosha, pursuant to the terms and conditions in the outlined County-Bear Agreement attached as Exhibit B; and

WHEREAS, considerable time and resources have already been expended in coordinating the taking and transfer of these properties.

NOW THEREFORE BE IT RESOLVED, that the County Board of Supervisors hereby approves the transfer of the Property, identified as Exhibit A, pursuant to the terms and conditions outlined in the Agreements attached as Exhibit B and Exhibit C.

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the County-City Agreement and the County-BEAR Agreement is approved and the County Executive and/or his designee are authorized to execute these Agreements, along with any document necessary to carry out the intent of this resolution.

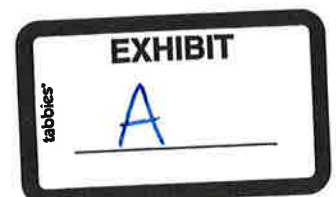
FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Terry Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Ronald J. Frederick, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Gentz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John O'Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

County Parcels

Tax Parcel Number:

07-222-25-360-001
07-222-25-360-019
07-222-25-360-018
07-222-25-360-017
07-222-25-360-016
07-222-25-360-015
07-222-25-360-014
07-222-25-360-013
07-222-25-360-012
07-222-25-360-011
07-222-25-360-041
07-222-25-360-042
07-222-25-360-063
07-222-25-360-062
07-222-25-360-061
07-222-25-360-060
07-222-25-360-059
07-222-25-360-058
07-222-25-360-057
07-222-25-360-056
07-222-25-360-055
07-222-25-360-054
07-222-25-360-051
07-222-25-360-052
07-222-25-360-053
07-222-25-360-021
07-222-25-360-022
07-222-25-360-023
07-222-25-360-024
07-222-25-360-025
07-222-25-360-026
07-222-25-360-027
07-222-25-360-028
07-222-25-360-029
07-222-25-360-030
07-222-25-360-065
07-222-25-360-066
07-222-25-360-067
07-222-25-360-068
07-222-25-360-069
07-222-25-360-070
07-222-25-360-071
07-222-25-360-072



07-222-25-360-073
07-222-25-360-074
07-222-25-360-075
07-222-25-360-039
07-222-25-360-038
07-222-25-360-037
07-222-25-360-036
07-222-25-360-035
07-222-25-360-034
07-222-25-360-033
07-222-25-360-032
07-222-25-360-031
07-222-25-360-089
07-222-25-360-088
07-222-25-360-087
07-222-25-360-086
07-222-25-360-085
07-222-25-360-084
07-222-25-360-083
07-222-25-360-082
07-222-25-360-081
07-222-25-360-080
07-222-25-360-076
07-222-25-360-077
07-222-25-360-078
07-222-25-360-079
07-222-25-360-091
07-222-25-360-092
07-222-25-360-093
07-222-25-360-094
07-222-25-360-095
07-222-25-360-096
07-222-25-360-097
07-222-25-360-098
07-222-25-360-099
07-222-25-360-100
07-222-25-360-101
07-222-25-360-102
07-222-25-360-103
07-222-25-360-104
07-222-25-360-105
07-222-25-360-106
07-222-25-360-107
07-222-25-360-108
07-222-25-360-109
07-222-25-360-114

AGREEMENT

By and Between

**The County of Kenosha, Wisconsin
a Wisconsin Municipal Corporation**

And

**The City of Kenosha, Wisconsin
a Wisconsin Municipal Corporation**

This Agreement ("Agreement") is made by and between the County of Kenosha, Wisconsin, a municipal corporation (the "County") and the City of Kenosha, Wisconsin, a municipal corporation (the "City") duly organized under the laws of the State of Wisconsin, and shall be effective upon approval and execution by the parties.

WITNESSETH

WHEREAS, the County is the owner of eighty-eight (88) single family lots and Outlot 4, located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is described on Exhibit A and located in the K.A.T. Subdivision (hereinafter referred to as the "Property");

WHEREAS, the real estate taxes and special assessments on the Property were not paid and the County lawfully acquired the Property by tax deed pursuant to Chapter 75 of the Wisconsin Statutes;

WHEREAS, redevelopment of the Property would be beneficial to the City and County by increasing the City's and County's tax base and providing a stimulus to the Kenosha area;

WHEREAS, BEAR Development, LLC, or its assigns ("BEAR") has expressed a desire to purchase the Property, remediate, restore and develop the Property in a manner which will enhance the neighborhood and provide needed housing which will benefit both the City and County; and

WHEREAS, Bear, the City and the County have mutually drafted a Memorandum of Understanding ("MOU") regarding the development of the Property and certain City lots;

WHEREAS, this MOU, which sets forth a framework of understanding, demonstrates the intent of the parties and is hereto attached as Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, as follows:

1. Actions Required. The County intends to transfer by quit-claim deed the Property to the City. This transfer of Property is contingent on the following events occurring before the transfer of the Property:

- a. The City and BEAR by their own negotiated and agreed terms, shall enter into a Purchase and Sale Agreement for the sale of the Property and the City Lots from the City to BEAR. This



Purchase and Sale Agreement shall be approved by the Common Council no later than January 7, 2020 and a copy shall be provided to the County upon request. The Purchase and Sale Agreement shall include terms consistent with the MOU.

- b. BEAR shall diligently pursue and work with the City on obtaining a number of developer entitlements, such as subdividing the parcel known as Outlot 1; rezoning of Parcel No. 07-222-25-327-001; the City and BEAR shall enter into a Development Agreement and a Development/TIF Agreement regarding the development of the Property and the City Lots. This TIF Agreement shall be approved by the Common Council no later than January 7, 2020 and a copy shall be provided to the County upon request. The Development Agreement shall be approved by the Common Council no later than October 31, 2020. The Development and TIF Agreement shall include terms consistent with the MOU.
- c. BEAR and the County entering into an agreement that BEAR or its affiliate, BREG6, LLC, grant an immediate reduction of \$1,238,600 towards the obligation owed by Kenosha Human Development Services to BEAR, BREG6, LLC, for certain leasehold improvements and other payments pursuant to a lease agreement dated March 18, 2019 (the "KHDS Obligation") upon transfer of ownership of the Property from the County to the City.
- d. Confirmation by BEAR that the contingencies in the Purchase and Sale Agreement between the City and BEAR have been satisfied.

In the event the above-contingencies and agreements are not completed by the deadlines set forth above, or the terms of the Purchase and Sale Agreement or the Development and TIF Agreements do not include terms consistent with the MOU, the County shall not have any obligation to transfer the Property to the City and this agreement shall be considered null and void.

2. Conveyance to City. The County shall, within thirty (30) business days of the above-referenced contingencies being completed, convey the Property to the City as permitted by Wisconsin Statute § 75.69 (2). The terms of this conveyance are as follows:

- a. The County shall convey to City title to the Property, by delivery of a fully executed and acknowledged Quit Claim Deed, in customary form reasonably acceptable to City and the County. The City agrees to accept title and ownership of the Property, in its current condition at the time of sale "as is and with all faults."
- b. City shall hold harmless and indemnify the County from any and all liability for any reason, known or unknown, related to the condition or status of the property, whether such liability or condition is known or unknown at the time of transfer of title. The City acknowledges that the County is not liable for any taxes or special assessments on the Property.
- c. The City and County shall cooperate in the execution and delivery of such documents necessary to allow City to convey the Property to BEAR. The County shall not be responsible for paying either the City or Bear for any costs or fees associated with the subsequent transfer of the Property from the City to Bear.

- d. The parties further agree that upon delivery of the Quit Claim Deeds, that the County shall not be responsible for any maintenance obligations or liabilities relating to the Property, including but not limited to any drainage concerns or facilities.

3. Notice. All notices and other communications required or permitted hereunder shall be in writing and delivered either by hand or by certified mail, return receipt requested, addressed to City or County, as the case may be, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to City, then to:

City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, WI 53140

With a copy to:

City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

If to County, then to:

County Clerk
1010 56th Street
Kenosha, WI 53140

With a copy to:

Corporation Counsel
912 56th Street
Kenosha, WI 53140

4. Amendment. Neither this Agreement nor any term or condition hereof may be modified or amended, except in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

5. Wisconsin Law. Wisconsin law shall apply to this Agreement and all disputes shall be adjudicated in Kenosha County Circuit Court.

6. Force Majeure. Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God; fire; flood; strikes; lockouts; civil disturbance;

order of any government, court or regulatory body claiming jurisdiction; act of public enemy; war; riot; sabotage; blockage; embargo or material shortage; tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.

7. Counterparts. This Agreement may be executed simultaneously in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Recording. The parties shall not record this Agreement.

10. Waiver. No extension of time, forbearance, neglect or waiver on the part of a party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the party, nor shall any extension of time, forbearance or waiver on the part of a party in any one or more instance or particular be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Agreement.

11. Representation of Authority. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

12. Construction. This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.

13. Effective Date. This Agreement shall be in effect upon approval and execution by the parties. The Effective Date shall be the date of last execution.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT on the dates below given.

THE CITY OF KENOSHA, WISCONSIN,

A Wisconsin Municipal Corporation

BY: _____
JOHN ANTARAMIAN, Mayor

BY: _____
DEBRA SALAS, City Clerk/Treasurer

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2019, JOHN ANTARAMIAN, Mayor, and DEBRA SALAS City Clerk/Treasurer for the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

THE COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JIM KREUSER, County Executive

BY: _____
MARY KUBICKI, County Clerk

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

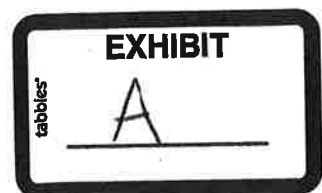
Personally came before me this ____ day of _____, 2019, JIM KREUSER, County Executive, and MARY KUBICKI, County Clerk for the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such County Executive and County Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

County Parcels

Tax Parcel Number:

07-222-25-360-001
07-222-25-360-019
07-222-25-360-018
07-222-25-360-017
07-222-25-360-016
07-222-25-360-015
07-222-25-360-014
07-222-25-360-013
07-222-25-360-012
07-222-25-360-011
07-222-25-360-041
07-222-25-360-042
07-222-25-360-063
07-222-25-360-062
07-222-25-360-061
07-222-25-360-060
07-222-25-360-059
07-222-25-360-058
07-222-25-360-057
07-222-25-360-056
07-222-25-360-055
07-222-25-360-054
07-222-25-360-051
07-222-25-360-052
07-222-25-360-053
07-222-25-360-021
07-222-25-360-022
07-222-25-360-023
07-222-25-360-024
07-222-25-360-025
07-222-25-360-026
07-222-25-360-027
07-222-25-360-028
07-222-25-360-029
07-222-25-360-030
07-222-25-360-065
07-222-25-360-066
07-222-25-360-067
07-222-25-360-068
07-222-25-360-069
07-222-25-360-070
07-222-25-360-071
07-222-25-360-072



07-222-25-360-073
07-222-25-360-074
07-222-25-360-075
07-222-25-360-039
07-222-25-360-038
07-222-25-360-037
07-222-25-360-036
07-222-25-360-035
07-222-25-360-034
07-222-25-360-033
07-222-25-360-032
07-222-25-360-031
07-222-25-360-089
07-222-25-360-088
07-222-25-360-087
07-222-25-360-086
07-222-25-360-085
07-222-25-360-084
07-222-25-360-083
07-222-25-360-082
07-222-25-360-081
07-222-25-360-080
07-222-25-360-076
07-222-25-360-077
07-222-25-360-078
07-222-25-360-079
07-222-25-360-091
07-222-25-360-092
07-222-25-360-093
07-222-25-360-094
07-222-25-360-095
07-222-25-360-096
07-222-25-360-097
07-222-25-360-098
07-222-25-360-099
07-222-25-360-100
07-222-25-360-101
07-222-25-360-102
07-222-25-360-103
07-222-25-360-104
07-222-25-360-105
07-222-25-360-106
07-222-25-360-107
07-222-25-360-108
07-222-25-360-109
07-222-25-360-114

**MEMORANDUM OF UNDERSTANDING BETWEEN KENOSHA COUNTY, CITY OF KENOSHA AND BEAR
DEVELOPMENT, LLC RELATING TO THE DEVELOPMENT OF THE K.A.T. SUBDIVISION AND CERTAIN
ADJACENT LANDS**

This Memorandum is hereby entered into by and between Kenosha County (the "County"), the City of Kenosha (the "City") and Bear Development, LLC, or its assigns ("Bear").

WHEREAS, the County is the owner of 88 single family lots (the "County Lots") and Outlot 4 of the K.A.T. Subdivision in the City of Kenosha and as more particularly itemized on the attached Exhibit A.

WHEREAS, the City is the owner of 4 single family lots (the "City Lots") and Outlot 1 and 2 of the K.A.T. Subdivision in the City of Kenosha as more particularly itemized on the attached Exhibit B.

WHEREAS, the County Lots, the City Lots, Outlots 1, 2 and 4 shall hereinafter collectively be referred to as the "Property."

WHEREAS, Kenosha Human Development Services ("KHDS") contracts with the County to provide a number of services and the County pays KHDS for these services.

WHEREAS, the contractual fees paid by the County to KHDS factor in operating and leasing expenses of KHDS.

WHEREAS, the parties acknowledge that KHDS is obligated to an affiliate of Bear; BREG6, LLC for certain leasehold improvements and other payments pursuant to a Lease Agreement dated March 18, 2019 (the "KHDS Obligation").

WHEREAS, the grant and reduction given by BEAR to KHDS as a result of the County transferring the County Lots and Outlot 4 to the City's, shall directly reduce the KHDS Obligation and thereby reduce the operating expenses subsequently charged to the County by KHDS pursuant to KHDS's contractual relationship to BREG6, LLC.

WHEREAS, this Memorandum confirms the discussions between the County, the City and Bear regarding the transfer and development of the Property and the consideration to be provided by the parties to this Memorandum.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The City and the County shall execute an agreement pursuant to Section 75.69(2), Wis. Stats, whereby the County shall transfer by quit-claim deed the County Lots and Outlot 4 to the City (hereinafter "the County-City Agreement"), subject to the following terms:
 - A. Upon execution of the County-City Agreement and the delivery of the quit claim deed referenced in Section 1.B hereof, Bear shall grant and acknowledge in writing an immediate reduction of the KHDS obligation in the full amount of \$1,238,600.



- B. The delivery of the quit-claim deeds by the County to the City shall be contingent upon approval by the City Common Council of the Developer Entitlements (as hereinafter defined) and the execution of the Purchase and Sale Agreement between Bear and the City ("Purchase and Sale Agreement") as described in Section 2 hereof.
 - C. The delivery of the quit-claim deeds by the County to the City shall occur not less than 30 days following the satisfaction of the contingencies set forth in Section 1.B. hereof (the City Common Council's approval of the Developer Entitlements and the Purchase and Sale Agreement).
2. Upon approval by the County Board, Common Council and execution of the County-City Agreement referenced in Section 1 hereof, Bear (or an affiliate of Bear) and the City shall enter into a Purchase and Sale Agreement for the sale of the Property from the City to Bear, subject to the following terms:
- A. The Purchase Price to be paid by Bear to the City in the amount of \$336,400. (Note: Purchase price is based upon \$255,000 purchase price for the City Lots plus outstanding special assessments associated with the County Lots @ 88 lots x \$925 per lot = \$81,400).
 - B. The Purchase Price shall be evidenced by a promissory note issued by Bear to the City (the "City Note"). The City Note will be subject to the following terms:
 - The Note shall not accrue interest.
 - Payments shall be made on the Note as set forth in Section 5 hereof.
 - The term of the Note shall be Five Years. Any remaining unpaid balance shall be paid in full by Bear at the end of the term.
 - C. The purchase of the property by Bear from the City (the "Closing") shall be contingent upon the approval by the Common Council of the Developer Entitlements (as hereinafter defined).
 - D. The Closing shall occur not less than 30 days following the delivery of the quit-claim deeds by the County to the City. The County shall not be responsible for paying either the City or Bear any costs associated with this Closing.
3. Upon execution of this Memorandum, Bear shall diligently pursue and work with City Staff, the City Plan Commission, appropriate City Committees and the Common Council to obtain the required approval of the following items (hereinafter and previously referred to as the "Developer Entitlements"):
- A. The Purchase and Sale Agreement between the City and Bear referenced in Section 2 hereof.

- B. A Plat of Subdivision which subdivides Outlot 1 into 13 additional single-family residential lots.
- C. A petition to re-zone the land known as Parcel No. 07-222-25-327-001 (the "Multi-family Parcel") owned by Bear's affiliate.
- D. A Development Agreement for the Property, which includes provisions that (a) all infrastructure including stormwater detention/retention facilities required by the City and the City of Kenosha Water Utility be completed and accepted within five (5) years (b) prohibiting the development of any City or County lot pursuant to any rent to own program and (c) any other agreements related to the Development Agreement including, but not limited to, Stormwater Management Facilities Maintenance Agreement(s).
- E. A Development/TIF Agreement for the Property containing the following terms:
- A 100% developer funded TIF to partially fund the eligible project costs needed to develop the Property.
 - Bear shall timely pay any and all permit and impact fees to the City in accordance with applicable ordinances associated with the development of the Property.
 - The extension of TID #10 through 2035 with the final TIF payment to be made to Bear in 2036.
 - The City shall, as a development incentive, and to reimburse Bear for certain project costs, issue a revenue bond (the "Bond") to Bear, in a form acceptable to Bear and the City in an amount not to exceed \$5,350,000. Until the expiration of TID #10, the City shall make annual payments on the Bond, in an amount equal to (but not in excess of) the aggregate amount of tax increment generated on the Property, or any parcel located within TID #10 as identified on the attached Exhibit C (the "Bear Parcels"), or any parcel within said TID #10 hereinafter acquired by Bear or its affiliates during the life of said TID #10. The City agrees that it will not apply any tax increment revenue generated by any of the foregoing parcels for any purpose prior to the payment of the Bond.
 - Bear may assign the TIF payments to be made under the Development/TIF Agreement, or portions thereof; to the Property, one or more of its affiliated developments within TID #10, or any combination thereof, in Bear's discretion.
4. In the event that the Developer Entitlements have not been obtained by Bear on or before October 31, 2020; the reduction by Bear of the KHDS obligation is not granted in accordance with paragraph 1.A., or any party breaches its obligations under this Agreement, the County-City Agreement and the Purchase and Sale Agreement set forth in Sections 1 and 2 hereof

shall be null and void and no obligation or liability whatsoever is owed to or by any party hereto nor shall any party be entitled to make any claim for damages or expenses associated with this Memorandum. The parties hereto expressly agree and understand this Memorandum is no more than agreement to agree.

5. At the time of the Closing of the sale of any lot by Bear to a buyer (other than an affiliate of Bear), and until such time as the City Note has been paid in full, Bear shall pay to the City the sum of \$15,000 for each such Lot sold, and such sum(s) shall be applied to the balance of the City Note.
6. Bear acknowledges that any and all private drainage facilities for the Property, including the retention pond located on Outlot 4, will be maintained by Bear, until such time as they are conveyed to a private Homeowner's association. Homeowner's association and Bear will enter into an agreement under the Declaration of Restrictions, Covenants and Easements guaranteeing that property taxes will be paid on the outlots for this development by the Homeowner's association or its successor owner. The maintenance and management of such facilities will be governed by an appropriate Declaration of Restrictions, Covenants and Easements to be drafted by Bear, acceptable to the City, and recorded against the title to the Property; with a copy being provided to the City and County. The parties acknowledge that upon delivery of the quit claim deed described under Section 1 hereof for the County Lots, that the County shall not be responsible for any maintenance obligations or liabilities attributable to any such drainage facilities or with respect to the County Lots.
7. No forbearance or waiver of any term of this Memorandum shall be construed as a waiver of any other term of this Memorandum or any other instance or particular covered by this Memorandum.
8. This Memorandum was mutually drafted by the County, the City and Bear. Each of the undersigned hereby represent and warrant that they have the requisite power and authority to execute this Memorandum and that the execution and delivery of this Memorandum by the undersigned has been approved by all action required by law.
9. The parties agree that this Memorandum shall be governed by the laws of the State of Wisconsin.
10. This Memorandum may be executed in two (2) or more counterparts, all of which shall be considered one and the same Memorandum and it shall become effective when one or more counterparts have been signed by each of the parties.
11. Any notice required to be given to any party to this Memorandum shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to the City:	Office of the City Administrator Municipal Building, Room 300, 625 - 52 nd Street, Kenosha, Wisconsin 53140
With a copy to:	Office of the City Attorney Municipal Building, Room 201, 625 - 52 nd Street, Kenosha, Wisconsin 53140.
If to Kenosha County:	County Executive, 1010 56 th Street, Kenosha, Wisconsin 53140.
With a copy to:	Corporation Counsel's Office 912 56 th Street, LL13 Kenosha, WI 53140
If to Bear:	Bear Development, LLC Attn: Stephen R. Mills 4011 80 th Street Kenosha, WI 53142

Signature page follow

Signed this ____ day of _____, 2019.

Jim Kreuser, County Executive

Signed this ____ day of _____, 2019.

John M. Antaramian, Mayor

Signed this ____ day of _____, 2019.

Debra Salas, City-Clerk Treasurer

Signed this ____ day of _____, 2019.

Stephen R. Mills, CEO
Bear Development, LLC

Exhibit A

County Parcels

Tax Parcel Number:

07-222-25-360-001
07-222-25-360-019
07-222-25-360-018
07-222-25-360-017
07-222-25-360-016
07-222-25-360-015
07-222-25-360-014
07-222-25-360-013
07-222-25-360-012
07-222-25-360-011
07-222-25-360-041
07-222-25-360-042
07-222-25-360-063
07-222-25-360-062
07-222-25-360-061
07-222-25-360-060
07-222-25-360-059
07-222-25-360-058
07-222-25-360-057
07-222-25-360-056
07-222-25-360-055
07-222-25-360-054
07-222-25-360-051
07-222-25-360-052
07-222-25-360-053
07-222-25-360-021
07-222-25-360-022
07-222-25-360-023
07-222-25-360-024
07-222-25-360-025
07-222-25-360-026
07-222-25-360-027
07-222-25-360-028
07-222-25-360-029
07-222-25-360-030
07-222-25-360-065
07-222-25-360-066
07-222-25-360-067
07-222-25-360-068
07-222-25-360-069
07-222-25-360-070

07-222-25-360-071
07-222-25-360-072
07-222-25-360-073
07-222-25-360-074
07-222-25-360-075
07-222-25-360-039
07-222-25-360-038
07-222-25-360-037
07-222-25-360-036
07-222-25-360-035
07-222-25-360-034
07-222-25-360-033
07-222-25-360-032
07-222-25-360-031
07-222-25-360-089
07-222-25-360-088
07-222-25-360-087
07-222-25-360-086
07-222-25-360-085
07-222-25-360-084
07-222-25-360-083
07-222-25-360-082
07-222-25-360-081
07-222-25-360-080
07-222-25-360-076
07-222-25-360-077
07-222-25-360-078
07-222-25-360-079
07-222-25-360-091
07-222-25-360-092
07-222-25-360-093
07-222-25-360-094
07-222-25-360-095
07-222-25-360-096
07-222-25-360-097
07-222-25-360-098
07-222-25-360-099
07-222-25-360-100
07-222-25-360-101
07-222-25-360-102
07-222-25-360-103
07-222-25-360-104
07-222-25-360-105
07-222-25-360-106
07-222-25-360-107
07-222-25-360-108
07-222-25-360-109
07-222-25-360-114

Exhibit B
City Parcels

Tax Parcel Number:

07-222-25-360-020
07-222-25-360-040
07-222-25-360-090
07-222-25-360-064
07-222-25-360-111
07-222-25-360-112
07-222-25-360-113

Exhibit C
Bear Parcels

Tax Parcel Number:

07-222-25-327-001

07-222-25-326-011

07-222-25-327-002

AGREEMENT

By and Between

**The County of Kenosha, Wisconsin
a Wisconsin Municipal Corporation**

And

BEAR Development, LLC

This Agreement ("Agreement") is made by and between BEAR Development, LLC and its assign, BREG6, LLC (hereinafter referred to as "BEAR") and the County of Kenosha, Wisconsin, a municipal corporation (the "County") and shall be effective upon approval and execution by the parties.

RECITALS

WHEREAS, the County is statutorily obligated pursuant to Wisconsin Statutes, Chapter 59, 51 and 48, to among other things, develop, coordinate and administer a comprehensive network of services to children, youth, families, the elderly and individuals, including those striving to cope with developmental disabilities, mental illness, and alcohol and drug problems; and

WHEREAS, Kenosha Human Development Services ("KHDS") is a non-profit community agency that works with all people in the Kenosha area to lead healthy and productive lives; and

WHEREAS, the County contracts with KHDS to provide numerous services including, but not limited to, crisis intervention and mental health services; and

WHEREAS, the County pays KHDS for services and the contractual fees include operating and leasing expenses incurred by KHDS;

WHEREAS, KHDS has executed a twenty (20) year lease agreement with BEAR dated March 18, 2019, and a copy of this Sun Plaza Lease is attached hereto as Exhibit A;

WHEREAS, pursuant to the Sun Plaza Lease, KHDS is contractually obligated to make lease payments to BEAR and this consists of base rent and additional improvement rent (the "KHDS Obligation").

WHEREAS, if BEAR were to reduce the KHDS Obligation, it would lessen KHDS operating and leasing expenses and thereby reduce the operating expenses needed to service Kenosha residents and subsequently charged to the County by KHDS pursuant to the contractual relationship; and



WHEREAS, the County is the owner of eighty-eight (88) single family lots and Outlot 4, located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is described on Exhibit B and located in the K.A.T. Subdivision (hereinafter referred to as the "Property");

WHEREAS, the County intends to transfer the Property to the City of Kenosha (the "City") and the City and BEAR intend to enter into a development agreement for BEAR to subsequently purchase the Property and remediate, restore and develop the Property in a manner which will enhance the neighborhood and provide needed housing which will benefit both the City and County; and

WHEREAS, the City, the County and BEAR have mutually drafted a Memorandum of Understanding ("MOU") regarding the transfer and sale development of the Property, which sets forth a framework of understanding and involves a reduction of KHDS obligation, and is hereto attached as Exhibit C.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, as follows:

:

1. Agreement. The County and BEAR agree to the following:

- a. The County and the City shall execute an agreement pursuant to Wis. Stat. § 75.69 (2), whereby the County shall transfer by quit-claim deed the Property to the City (the "County-City Agreement").
- b. BEAR and the County acknowledge that the execution of this County-City Agreement is contingent on BEAR and the City executing a separate Purchase Agreement and Tax Incremental Financing ("TIF" Agreement) by January 7, 2020 and BEAR and the City executing a Development Agreement by October 31, 2020.
- c. After execution of County-City Agreement and transfer of the quit-claim deeds for the Property to the City, the City shall transfer ownership of the Property to BEAR pursuant to the terms of the Purchase Agreement, negotiated and executed by the City and BEAR.
- d. In consideration of the Property being transferred from the City to BEAR, BEAR agrees to grant and acknowledge in writing an immediate reduction of the KHDS obligation in the amount of \$1,238,600 at the time of transfer of the Property from the County to the City. The amount of \$1,238,600 is based on a projected purchase price of \$1,320,000 for the Property, minus special assessments currently levied and assessed against the Property by the City.

- e. BEAR acknowledges and agrees that it is not making any financial payments to the County in exchange for the City transferring the Property to BEAR. BEAR further agrees that the County is not a party to the Purchase Agreement between the City and BEAR, nor did the County participate in the negotiations or drafting of this Purchase Agreement. The County shall not be liable for any fees or costs involved with the Purchase Agreement, Development Agreement or subsequent transfer of the Property from the City to BEAR. Further, if the City fails to transfer the Property to BEAR, BEAR's sole remedy should be against the City and it should not invalidate or affect the credit BEAR issues to KHDS.
2. **Reliance and Remedy for Breach.** If BEAR fails to grant the credit immediately upon transfer of the Property from the County to the City, BEAR understands and agrees that that this will be a breach of the Agreement and the County, or its affiliates, shall be entitled to monetary damages in the amount of \$1,238,600 from BEAR, which amount in its entirety shall be used by the County to reduce any KHDS obligation due by the County, in addition to any remedy available at law. BEAR understands and agrees that the County is relying on BEAR's representations that this credit will be issued to KHDS and it will be to the County's detriment if this does not occur as contemplated in this Agreement.
3. **Good Faith and Fair Dealings.** BEAR expressly agrees that the reduction of KHDS obligation in the amount of \$1,238,600 is essential to this Agreement and BEAR agrees not to inflate or modify the KHDS obligation to negate this reduction or reduce the benefit KHDS is receiving as a result of this transaction.
4. **Future Maintenance and Use of the Property.** Once BEAR owns the Property, BEAR acknowledges that any and all private drainage facilities for the Property, including the retention pond located on Outlot 4, will be maintained by Bear, until such time as they are conveyed to a private Homeowner's association. Homeowner's association and Bear will enter into an agreement under the Declaration of Restrictions, Covenants and Easements guaranteeing that property taxes will be paid on the outlots for this development by the Homeowner's association or its successor owner. The maintenance and management of such facilities will be governed by an appropriate Declaration of Restrictions, Covenants and Easements to be drafted by Bear and recorded against the title to the Property; with a copy being provided to the City and County. The parties acknowledge that the County shall not be responsible for any maintenance obligations or liabilities attributable to any such drainage facilities or with respect to the Property, upon transfer from County ownership.
5. **Indemnity and Hold Harmless.** BEAR agrees to agree to indemnify, hold harmless and defend the County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and

description, and/or damage to persons or property arising out of, or in connection with, or occurring during the course of this Agreement or arising out of the subsequent use or development of the Property.

6. **Term.** The terms of this Agreement shall remain in effect until November 1, 2020, unless mutually modified by the parties. If the Property has not been transferred to the City and/or BEAR by this date, or the credit has not been issued by BEAR to KHDS, the County shall have right to terminate this Agreement.
7. **Independent parties; no discrimination.** This Agreement does not form a partnership or joint venture between the parties. The County and BEAR are separate legal entities and shall remain so. This Agreement does not give any rights or benefits to any third parties and shall be enforced only by the parties who are signatories herein.
8. **Notice.** Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Kenosha County:

County Executive,
1010 56th Street,
Kenosha, Wisconsin 53140.

With a copy to:

Corporation Counsel's Office
912 56th Street, LL13
Kenosha, WI 53140

If to Bear:

Bear Development, LLC
Attn: Stephen R. Mills
4011 80th Street
Kenosha, WI 53142

9. **Amendment.** Neither this Agreement nor any term or condition hereof may be modified or amended, except in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.
10. **Wisconsin Law and Severability.** Wisconsin law shall apply to this Agreement and all disputes shall be adjudicated in Kenosha County Circuit Court. Furthermore, if any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect and with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

11. **Force Majeure.** Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God; fire; flood; strikes; lockouts; civil disturbance; order of any government, court or regulatory body claiming jurisdiction; act of public enemy; war; riot; sabotage; blockage; embargo or material shortage; tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.
12. **Counterparts.** This Agreement may be executed simultaneously in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Waiver.** No extension of time, forbearance, neglect or waiver on the part of a party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the party, nor shall any extension of time, forbearance or waiver on the part of a party in any one or more instance or particular be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Agreement.
15. **Representation of Authority.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.
16. **Construction.** This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.
17. **Effective Date.** This Agreement shall be in effect upon approval and execution by the parties. The Effective Date shall be the date of last execution.

Signed this ____ day of _____, 2019.

Jim Kreuser, County Executive

Signed this ____ day of _____, 2019.

Stephen R. Mills, CEO
Bear Development, LLC

SUN PLAZA
LEASE

In consideration of the mutual promises and covenants contained in this Lease, Lessor and Lessee agree as follows:

1. Fundamental Lease Provisions, Definitions and Exhibits:

"LESSOR":	BREG6, LLC, or its assigns
"LESSOR'S ADDRESS FOR NOTICE":	4015 - 80 th Street, Kenosha, WI 53142 Attention: Stephen R. Mills
"MANAGEMENT AGENT":	Bear Property Management, Inc. 4015 - 80 th Street, Kenosha, WI 53142 Phone: (262)697-9616
"LESSEE":	Kenosha Human Development Services, Inc.
"LESSEE'S ADDRESS FOR NOTICE":	3424 and 3536 52 nd Street Kenosha, WI 53144
"LESSEE'S PHONE"	262-764-8555
"BUILDING":	The Building located at 3408 52 nd Street (consisting of approximately 161,816 sq. ft) which is part of the Project.
"PROJECT":	Sun Plaza, located at 3408 52 nd Street, being a commercial center development in which the Building is located.
"PREMISES":	3424 and 3536 52 nd Street, Kenosha, WI as depicted on Exhibit D attached hereto consisting of 55,743 Rentable Square Feet.
"LEASE TERM":	20 years
"COMMENCEMENT DATE":	The earlier of the completion of Lessor's Improvement Work and Lessee's occupancy of the Premises or February 1, 2020.



"TERMINATION DATE":	The last day of the 240 th full month following the Commencement Date.
"LEASE YEAR":	The twelve-month period beginning the Commencement Date.
"PERMITTED USE":	Office and resource facility for Kenosha Human Development Services, providing public, individual, and group care for anyone living in the greater Kenosha County area.
"BASE RENT":	See Attached Exhibit A
"ADDITIONAL IMPROVEMENT RENT":	An amount equal to Lessor's costs of completing the build out of the Lessor's Improvement Work, to Lessee's specifications, as more particularly described on the attached Exhibit E, together with the additional sum of One Hundred Thousand Dollars (\$100,000.00).
"ADDITIONAL CAM RENT":	Approximately \$6,292.27 per month 46,041 sq. ft. x (\$1.64 ÷ 12) based on actual expense incurred for the first three (3) Lease Years. Commencing with the fourth (4 th) Lease Year, the calculation of Lessee's CAM shall be increased to include the additional 9,702 sq. ft associated with the Second Floor Warehouse space depicted on the attached Exhibit D.
"RENTABLE SQUARE FEET":	As to the Premises, the Building and the Project, the respective measurement of floor area as may from time to time be subject to lease by Lessee and all lessees of the Project, as determined by Lessor and applied on a consistent basis throughout the Project.
"LESSEE'S PERCENTAGE":	33.73 %, which is the percentage of Rentable Square Feet in the Project represented by the Premises.

"SECURITY DEPOSIT": None

"EXHIBITS": The following exhibits are attached to this Lease and incorporated herein by reference:
Exhibit A -Rent Payment and Accrual Schedule
Exhibit B - Rules and Regulations
Exhibit C – WE Energies-3rd Party Notification Agreement
Exhibit D - Plan of the Premises
Exhibit E - Lessor's Improvement Work

2. Lease of Premises. Lessor hereby leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor, for the term and upon the conditions set forth in this Lease.

3. Condition of Premises. Except for the Lessor's Improvement Work which shall include any current existing code violations, fire code compliance or ADA requirements, as hereinafter defined, Lessee accepts the Building and Premises in its existing condition. Upon execution of this Lease, Lessee shall diligently pursue and submit for Lessor's review and approval; which shall not be unreasonably withheld, conditioned or delayed, Lessee's budget and final construction drawings for the improvements and build out of the Premises, including, but not limited to, the extension of any and all mechanical, electrical, plumbing (inclusive of sprinklers) and fire/life safety plans necessary to service the Premises. It is expressly understood and agreed that in approving Lessee's plans and specifications, Lessor shall have no liability whatsoever for any defects, errors or omissions in the documentation furnished to Lessor by Lessee or as a result of its approval. Upon Lessor's approval of such plans and specifications, such plans shall be initialed by the parties and affixed hereto as Exhibit E ("Lessor's Improvement Work"). Thereafter, Lessor shall enter into a Construction Contract with Lessor's related entity, Construction Management Associates, Inc. for the construction of said Lessor's Improvement Work on a cost-plus basis (defined as actual costs of construction together with General Conditions/Overhead/Contractor profit on a 6/2/6 basis). The costs incurred by Lessor under such construction contract, shall determine the amount of Additional Improvement Rent due and owing under Section I of this Lease. Lessee's representative shall have the right to inspect the premises during the construction period at reasonable times and upon reasonable notice.

Lessor shall give Lessee notice when the Lessor's Improvement Work has been substantially completed. Lessee shall then have seven (7) days to inspect the Premises. If, as a result of such inspection, Lessee discovers - exceptions or variations from Exhibit E of a nature commonly found on a "punch list" (as that term is used in the construction industry), Lessee shall notify Lessor of such exceptions in writing within such seven (7) day period. Lessor shall correct or remedy actual exceptions within a reasonable time. The existence of such punch list items shall not postpone the Commencement Date nor the obligation of Lessee to pay rent or other charges due under the Lease unless they are of such a nature to interfere with Lessee's occupying the premises. Lessee's occupancy of the Premises shall be conclusive evidence that Lessee has accepted the Lessor's Improvement Work, subject to any punch list items.

Lessor shall use its best efforts to substantially complete any Lessor's Improvement Work on or before the Commencement Date set forth in section 1 of this Lease. If Lessor, through no fault of Lessee, has not substantially completed the Lessor's Improvement Work by the Commencement Date, the Commencement Date shall be postponed until such work is substantially completed. If Lessor, through no fault of Lessee, has not substantially completed the Lessor's Improvement Work within one hundred eighty (180) days after the Commencement Date set forth in section 1 of this Lease, Lessee may terminate this Lease by giving written notice to Lessor within fifteen (15) days after the end of such 180-day period, whereupon this Lease shall terminate and Lessor shall return any amounts paid by Lessee under this Lease; provided, however, that Lessor's time for completing the Lessor's Improvement Work shall be extended for a time period equal to the duration of any delay caused by strike, labor dispute, or inability to obtain labor, materials, or equipment which is beyond the control of Lessor. Termination of this Lease shall be Lessee's sole remedy and Lessee shall have no other rights or claims hereunder at law or in equity. If the Lessor's Improvement Work is substantially completed and Lessee occupies the Premises prior to the scheduled Commencement Date, the Commencement Date shall be the date of occupancy.

In the event that Lessee fails to take possession of the Premises following execution of this Lease for any reason other than Lessor's failure to substantially complete the Lessor's Improvement Work, Lessee shall reimburse Lessor promptly upon demand for all costs incurred by Lessor in connection with entering into this Lease including, but not limited to, brokerage commissions, sums paid for the preparation of floor and/or space plans for the Premises, costs incurred in performing the Lessor's Improvement Work pursuant to Exhibit E, loss of rental income, attorney's fees and costs, and any other damage for breach of this Lease established by Lessor.

Lessor and Lessee acknowledge that Lessee's initial intended use of the Second Floor Warehouse space shall be for the storage of files, furniture and other donations and such space shall meet all existing codes so as to allow for occupancy of such Warehouse space at the completion of Lessor's Improvement Work. Any future improvements necessary to expand or modify the use of such Warehouse space, including but not limited to the installation of an elevator, shall be at Lessee's expense.

4. Common Areas. Lessee shall be entitled to 164 assigned parking spaces adjacent to the demised premises in the parking areas and non-exclusive use of, the balance of any common parking areas, driveways, sidewalks and additional common areas serving the Project, all as they may from time to time exist, but such use shall be in common with Lessor and all others to whom Lessor has or may hereafter grant rights to use the same, and such use shall be subject to such rules and regulations ("Rules and Regulations") as Lessor may from time to time adopt governing the same. Rules and Regulations now in force are attached hereto as Exhibit B and made a part hereof. Lessor shall at all times have full control, management and direction of the common areas, and shall maintain and repair same. Lessor reserves the right to reduce, increase, enclose, or otherwise change from time to time the configuration, size, number, location and nature of the common areas and facilities and the other tenancies in the Project, construct additional improvements, and to place signs

on the Building and the Project; except such shall not interfere with Lessee's access to or use of the premises.

5. Term of Lease.

5.1. Initial Term. The Lease Term shall commence on the Commencement Date and expire on midnight on the Termination Date unless sooner terminated as hereinafter provided.

6. Early Termination. Notwithstanding any provisions of this Lease as to the Lease Term, this lease shall not include any provision for early termination except if Lessee should cease its business during the term hereof; in which case, Lessee may terminate this lease after the fifth (5th) Lease Year, upon one hundred and eighty (180) days prior written notice and provided that there are no outstanding defaults in Lessee's performance at the time of such issuance or termination..

7. Holding Over. If Lessee shall retain possession of the Premises after termination or expiration of this Lease, then (a) for each day, or part thereof the Lessee so retains possession of the Premises without Lessor's consent, Lessee shall pay Lessor double the amount of the daily rate of Rent and other charges payable by Lessee as Rent during the calendar month immediately preceding such termination or expiration together with any damages sustained by Lessor as a result thereof. If such retention of the Premises is with the express or implied consent of Lessor, such tenancy shall be from month to month and, in no event, from year to year or any period longer than month to month at the rental rate in effect before the expiration of the Lease term or such rate agreed to by the parties.

8. Rent. Lessee covenants and agrees to pay to Lessor, in accordance with the Rent Payment Instructions set forth in section 1 of this Lease, or at such other place designated by Lessor, without prior demand and without deduction or set off, rent ("Rent") for the Premises consisting of the Base Rent and Additional Rent (which shall include "Additional CAM Rent" and "Additional Improvement Rent") as provided in sections 8.1, 8.2 and 8.3, and any other additional payments due under this Lease. Base Rent shall be payable in two fixed installments of Fixed Based Rent as itemized on the attached Exhibit A, together with a monthly installment ("Monthly Base Rent") as itemized on said Exhibit A. Notwithstanding any provision contained herein to the contrary, Lessee's obligation to pay Monthly Base Rent shall cease as such time as the two installments of Fixed Base Rent have been paid in full. The obligation of Lessee to pay Monthly Base Rent, Additional CAM Rent and Additional Improvement Rent shall begin on the sixtieth (60th) day following the Commencement Date and shall be due on the first day of each month thereafter during the term of this Lease. Monthly Base Rent, Additional CAM Rent, Additional Improvement Rent and any other payments for any partial month at the beginning or end of the term of this Lease shall be prorated based upon the actual number of days of such month included in the term of this Lease. Notwithstanding the foregoing, pursuant to Section 1 hereof, during the first three Lease Years, Lessee's Additional CAM Rent shall not include the square footage (9,702 sq. ft.) associated with the Second Floor Warehouse space depicted on the attached Exhibit D.

8.1 Operating Costs and Real Estate Taxes.

8.1.1. For any calendar year falling partly or wholly within the term of this Lease, Lessee shall pay to Lessor, as Additional CAM Rent, Lessee's Percentage of Operating Costs (as hereafter defined).

8.1.2. As used in this Lease, the term "Operating Costs" shall mean any and all expenses, costs and disbursements (other than Real Estate Taxes) of any kind and nature whatsoever incurred by Lessor in connection with the ownership, management, operation, maintenance and repair of the Premises, the Building, the Project and the parcel of land on which they are located, which Lessor shall pay or become obligated to pay during a year, regardless of when such Operating Costs were incurred. Operating Costs shall include, without limitation, fire insurance (including but not limited to fire and such other endorsements to a fire policy as Lessor may, in its discretion, determine to be desirable); public liability insurance; water, sewer, electric and gas charges for common areas; repairs and maintenance of the Project, including costs of materials and supplies used in connection therewith; costs incurred in connection with the operation, inspection and servicing (including outside maintenance contracts) of electrical, plumbing and mechanical equipment for common areas, and the cost of materials and supplies in connection therewith; repairs, resurfacing and restriping of the driveways and parking areas; the cost of snow plowing, snow and ice removal, landscaping and lawn mowing; property management fees (for which Lessee's proportionate share shall not exceed \$0.27 per rentable square foot); repainting and cleaning of all common areas; and other costs necessary in Lessor's reasonable judgment for the maintenance of the common areas, the Building and the Project in a good and attractive condition. Operating Costs shall not include the following:

- a. costs of alterations of Lessee's premises;
- b. depreciation;
- c. interest and principal payments on mortgages, and other debt costs or ground lease payments;
- d. the portion of any cost or expenditure (or portion thereof) for which Lessor is reimbursed, whether by insurance proceeds or otherwise; and
- e. the cost of any service furnished to any other occupant of the Project which Lessor does not provide to Lessee hereunder.

Notwithstanding anything contained herein to the contrary, the reasonable annual amortization, with interest, of any capital improvements made after the Lease Commencement Date which are intended to reduce Operating Costs, or which are

required under any governmental laws, regulations, or ordinances which were not applicable to the Project at the time it was constructed, shall be included in Operating Costs.

Lessor reserves the right to separately meter at Landlords sole expense any rentable area of the Project for heating, ventilating and air conditioning ("HVAC") and for water and sewer services. Notwithstanding anything in this section 8.1.2 to the contrary, if any rentable area of the Project is separately metered for such services, then (i) the Lessee in that space shall contract with and pay the public utility or utilities directly for the measured consumption of services for that space, (ii) the charges for the remainder of the Project shall be included in the calculation of Operating Costs only for the other lessees (the "Nonmetered Lessees"), and (iii) any costs charged to the Nonmetered Lessees shall be allocated in the proportion that the Lessee's Percentage for each Nonmetered Lessee bears to the Total Lessee's Percentage for all Nonmetered Lessees.

8.1.3. For any calendar year falling partly or wholly within the term of this Lease, Lessor shall be responsible for the payment of Lessee's Percentage of Real Estate Taxes (as hereafter defined).

8.1.4. As used in this Lease, the term "Real Estate Taxes" shall mean:

- a. any and all taxes, charges and assessments (general or special, ordinary or extraordinary) levied with respect to the Building, the parcel of land on which it is located, the Project or the land on which the Building or Project is located;
- b. any taxes levied or assessed in addition to or in lieu of, in whole or in part, such taxes and assessments;
- c. costs and expenses incurred by Lessor in connection with the attempt to reduce any of the foregoing, whether by negotiation or contest.

8.1.5. By April 15 of each year during the term of this Lease, or as soon thereafter as practicable, Lessor shall deliver to Lessee a written statement ("Statement") setting forth the total amount of Operating Costs for the preceding year and the Lessee's Percentage thereof. If Lessee's Percentage of Operating Costs for such year exceed the estimated Additional Rent paid by Lessee pursuant to this section 8.1, Lessee shall pay the amount of such excess to Lessor, as Additional Rent, within thirty (30) days of receipt of such Statement by Lessee. If such Statement shows an amount due from Lessee that is less than the payments previously paid by Lessee, the amount of such overpayment by Lessee shall be credited by Lessor to the next accruing Additional CAM Rent payable by Lessee.

8.1.6. Lessee or its representatives shall have the right to examine Lessor's books and records of Operating Expenses during normal business hours within thirty (30) days following the furnishing of the Statement to Lessee. Unless Lessee takes written exception to any item within forty-five (45) days following the furnishing of the Statement to Lessee (which item shall be paid in any event), such Statement shall be considered as final and accepted by Lessee. Should Lessee's investigation of the Operating Expenses show that Lessee has been overbilled by more than five (5%) percent then Lessor shall pay all costs and expenses of Lessee's investigation and all overbilling shall be promptly repaid to Lessee.

8.1.7. For the years in which this Lease commences and terminates, Lessee shall pay only that proportion of the amount otherwise payable under this section 8.1 which the number of days of the term of the Lease falling within such year bears to 365 days, based upon the actual amounts due for the year of commencement and the estimated amounts due pursuant to section 8.1.5 for the year of termination.

8.2. Additional Improvement Rent. Lessee shall pay to Lessor additional improvement rent in an amount as set forth in section I of this Lease Agreement.

8.3. Additional Rent. Lessee shall pay, as Additional Rent, all sums of money or charges required to be paid by Lessee under this Lease. If such amounts and charges are not paid at the time provided in this Lease, they shall be collectable as Additional Rent with the next installment of Rent thereafter becoming due, but nothing contained herein shall be deemed to limit any other remedy of Lessor.

9. Security Deposit. N/A.

10. Use. The Premises shall be used and occupied for the Permitted Use only.

10.1. Nonrepresentation of Lessor. Lessee acknowledges that Lessor has made no representations or warranties as to the suitability of the demised premises for the conduct of Lessee's business, other than its warranty that the intended use is consistent with permitted uses and zoning for the Premises.

10.2. Lessor's Permission for Additional Use. The Premises may not be used for any purpose, except as found above, without Lessor's prior, express and written consent, which shall not be unreasonably delayed or withheld.

10.3. Interference with Tenant's Rights. Lessee shall not do or permit anything to be done in or about the Leased Premises that will obstruct or interfere with the rights of other Project tenants, or injure, or interfere with their use of the common areas, or allow the Premises to be used for any immoral or unlawful purpose; nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Premises or common areas.

11. Warranties and Representations of Lessor. The Lessor provides the following warranties and makes the following representations:

11.01 Size The total square feet rented herein is at a minimum 55,000 square feet.

11.02. Violation of other Leases. Lessee's disclosed use of the premises does not violate the terms of any other tenant's lease in the Shopping Center

11.03. Warranty of Lessor's Improvement Work. Lessor warrants all of Lessor's Improvement Work for a period of one (1) year from the date of Occupancy by Lessee.

11.04. Environmental. Lessor has no actual knowledge or notice of any environmental condition affecting the Premises. Lessor shall indemnify, defend, and hold Lessee, harmless from and against any and all damages, including the cost of remediation, which result from Hazardous Materials which existed on the Premises prior to Lessee's occupancy or which are caused by the negligence or willful misconduct of Lessor. Lessee shall have no obligation to remediate, clean up, monitor, abate, or to comply with any law regarding, or to reimburse, release, indemnify, or defend Lessor with regard to any such Hazardous Materials which existed on the Premises prior to Lessee's occupancy thereof.

11.1. Maintenance by Lessee. Lessee shall at all times keep and maintain the Premises, including the interior of all ceilings, walls, partitions, glass, floor coverings, fixtures, equipment and appurtenances including, but not limited to the heating, ventilating and air conditioning systems, as well as electrical and all plumbing, installed by Lessor which provide service exclusively to the Premises, whether installed or owned by Lessor or Lessee in good order, condition, and repair (to the extent not covered by warranty) and shall do such periodic painting, decorating and cleaning of the Premises as may be reasonably required by Lessor. Lessee shall be responsible for the maintenance and upkeep of all doors and windows associated with the Leased Premises, inclusive of the exterior and interior of all such doors and windows. Lessee shall also reimburse Lessor for all repairs to the project, or premises which are made necessary as a result of any misuse or neglect by Lessee or any of its employees, contractors, agents, customers or guests.

11.2. Maintenance by Lessor. As part of Operating Expenses, Lessor shall keep and maintain the foundations, roof and structural portions of the walls of the building of which the Premises are a part in good condition and repair, except for repairs thereto as may be required by reason of the acts of Lessee, its employees, agents, invitees, licensees and contractors. Lessor shall also maintain as part of Operating Expenses all main electric lines, main gas lines and main water lines which supply the building in which the Premises are a part.

12. Utilities and Services.

12.1. Basic Services. Lessor shall:

12.1.1. Furnish electricity to the common areas.

12.1.2. Provide water service to the common areas.

12.2. Extraordinary Services. Should Lessee require special services from time to time, Lessor shall, upon reasonable advance notice by Lessee, furnish such additional service and Lessee agrees to pay to Lessor, within ten (10) days after being billed therefore, as additional rent, Lessor's cost of labor, materials supplied, and utilities consumed in providing such additional service plus five percent (5%) of such cost. The amount of such payment and expenses shall be excluded from the determination of Operating Expenses.

12.3. Lessor Not Liable. Lessor does not warrant that any of the services referred to in this Lease, or any other services which Lessor may supply, shall be free from interruption, curtailment, or suspension. Lessee acknowledges that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements, or by reason of causes beyond the reasonable control of Lessor. No interruption, curtailment, or suspension of service shall be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from the full and complete performance of all Lessee's obligations under this Lease, nor shall there be any abatement of Rent or other charges.

13. Lessee's Utility Service. Lessee agrees to contract with and pay the public utility directly for the measured consumption of electricity, gas, sewer and water for the Premises; each of which shall be separately metered upon completion of Lessor's Improvement Work. Lessor shall not be liable or responsible to Lessee for any loss, damage, or expense which Lessee may sustain or incur if the quantity or character of utility service is changed or is no longer available or is no longer suitable for Lessee's requirements. Lessee shall execute a copy of the WE Energies Notification Agreement in the form attached hereto as Exhibit C.

14. Lessee's Covenants. Lessee agrees that it shall, at its expense:

14.1. Rules and Regulations. Observe the Rules and Regulations and any amendments thereto as may be adopted by Lessor from time to time for the general safety, comfort and convenience of Lessor, tenants and occupants of the Project. Lessor shall not be responsible to Lessee for the noncompliance by any other tenant of the Project with any of the Rules and Regulations, and any failure by Lessor to enforce any Rules and Regulations against either Lessee or any other tenant in the Project shall not constitute a waiver hereof.

14.2. Lessor Access. Give Lessor, its employees, contractors, agents and any other person or persons authorized by Lessor, access to the Premises at all reasonable times without charge or diminution of rent, to enable them to examine the Premises and to make such repairs, alterations and improvements as Lessor may deem advisable, or to enter, view, show and inspect the Premises, provided it is done, if possible, in a manner so as not unduly to interfere with the conduct of Lessee's business.

14.3. Signage. Not place any signs or any other projection upon the Project or the Premises or any lettering on the windows or doors thereof except pursuant to Lessor's written consent which shall not be unreasonably delayed or withheld.

14.4. Compliance with Laws. Comply with all laws, regulations, ordinances and orders of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer, relating to Lessee's use of the Premises.

14.5. Hazardous Substances. Not permit the use, storage, or disposal of any Hazardous Substances at the Premises. "Hazardous Substances" means any hazardous waste, substance, or toxic materials regulated under any federal, state, or local environmental law or regulation including, without limitation, asbestos containing materials, PCBs and petroleum products. The foregoing shall not apply to items used in Lessee's business so long as said items are handled in accordance with all applicable rules and regulations, as well as industry standards.

14.6. Personal Property Taxes. Pay, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon Lessee's fixtures, equipment, furniture and other personal property located in the Premises.

14.7. Surrender of Premises.

- a. On expiration or termination of the lease agreement, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and equipment (including but not limited to equipment, removable paneling and partitions and other personal property) which has not become a fixture attached to the leased premises. In addition, at the option of Lessor, Lessee shall, at Lessee's expense, either (i) remove all trade fixtures and surrender the leased premises to Lessor in a standard "white box" condition or (ii) leave all trade fixtures and improvements in place and surrender the leased premises to Lessor. Notwithstanding any provision to the contrary, any such trade fixtures and/or improvements remaining on the premises upon termination of this lease, shall remain without compensation to Lessee. Further, any items of personal property or any items required to be removed from the premises pursuant to Lessor's exercise of the option contemplated hereunder shall be considered abandoned and Lessor may dispose of the same as it deems expedient, but Lessee shall promptly reimburse Lessor for any reasonable expenses incurred by Lessor in connection therewith (net of any salvage value received by Lessor) including, without limitation, the cost of removal thereof and of repairing any damage occasioned by such removal.

b. Notice of Vacate and Joint Inspection before Termination Date.

Lessee shall give written notice to Lessor at least sixty (60) days prior to vacating the Premises at the end of the Lease Term and shall arrange to meet with Lessor for a joint inspection of the Premises prior to vacating. In the event of Lessee's failure to give such notice or arrange such joint inspection, Lessor's inspection at or after Lessee's vacating the Premises shall be conclusively deemed correct for purposes of determining Lessee's responsibility for repairs and restoration.

15. Lessor's Covenant of Quiet Enjoyment. Lessor covenants that if Lessee shall pay the Rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

16. Insurance.

16.1. Lessor's Obligation. During the term of this Lease, Lessor shall keep in full force and effect, as an Operating Expense, insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement insuring the Project in an amount of not less than one hundred percent (100%) of its replacement value.

16.2. Lessee's Obligation. During the term of this Lease, Lessee shall keep in full force and effect, at its expense: (a) a policy of general liability insurance covering the Premises, with a combined single limit of not less than \$1 million (or such higher amount as Lessor may from time to time require of all tenants); and (b) insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's fixtures, equipment, furniture and all other items of personal property of Lessee located on or within the Premises in an amount equal to not less than their full replacement value. All policies of insurance to be carried by Lessee shall: (a) name Lessor, Management Agent, Lessee and any other parties in interest designated by Lessor as additional insureds; (b) contain such endorsements as Lessor may from time to time reasonably require; and (c) shall be in form and substance reasonably satisfactory to Lessor. A copy of the paid up policies evidencing such insurance or certificates of insurers certifying to the issuance of such policies shall be delivered to Lessor prior to the commencement date of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

16.3. Waiver of Subrogation. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage to property or injury to or death of persons occurring on the premises or the adjoining properties, sidewalks, street or alleys, or in any manner growing out of or connected with LESSEE's use and occupation of said premises, or the condition

thereof, or of the sidewalks, streets, or alleys adjoining caused by the negligence or other fault of LESSOR or LESSEE or of their respective agents, employees, subtenants, licensees or assignees, to the extent that such loss or damage to property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects LESSOR or LESSEE or both) or for which such other party is otherwise reimbursed; and LESSOR and LESSEE each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage of property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received; provided, however, that the foregoing limitation on and waiver of liability shall only be effective or enforceable against either party hereto so long as the insurance policy or policies whereby such party is indemnified or covered, or from which such party receives any proceeds or other benefits or reimbursements, contain a specific clause or clauses whereby the insurer therein concurs in and assents to such limitation on and waiver of liability, and waives all right of subrogation to which such insurer would otherwise be entitled in the absence of such limitation and waiver.

Nothing in this section contained shall be construed to impose any other or greater liability upon either LESSOR or LESSEE than would have existed in the absence of this section.

17. Signage. The parties acknowledge that the Premises are part of an integrated and uniform commercial center and that control of exterior signs by Lessor on the Property is essential to maintain uniformity and aesthetic value in the Property. Lessee may not erect and maintain any signs on the exterior of the Building Premises without the advance, written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Such signage must be in accordance with Lessor's specifications and contracted through a sign contractor approved in advance by Lessor. Installation of all door and window signage shall be subject to Lessor's advance, written approval and the Rules and Regulations for the Project. Upon termination of this Lease, Lessee, upon Lessor's request shall remove any such signage and restore and/or repair the façade of the building or both, as the case may be, to its original condition prior to installation of any such signage.

18. Alterations and Improvements. Lessee may not make any alterations or improvements ("Improvements") to the Premises without the prior written approval of Lessor which shall not be unreasonably delayed or withheld. Improvements by Lessee shall be made at Lessee's sole expense. Lessee shall obtain all necessary permits from governmental authorities and provide Lessor with copies thereof prior to commencement of construction. All Improvements shall be made in a good and workmanlike manner and in compliance with all governmental requirements. Lessee shall promptly repair any damage and perform any necessary cleanup resulting from any Improvements made by Lessee. Lessee agrees not to create or permit any lien against the premises or the Project by reason of any Improvement and Lessee agrees to hold Lessor harmless from and against any such lien claim. At its expense, Lessee shall cause to be discharged, within thirty (30) days after the filing thereof, any construction lien claim filed against the premises or the Project for

work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Lessee. Further, any alterations or improvements which require any penetration of the building's roof must be done in a manner which does not void any warranties provided to Lessor and therefore must be performed by a contractor specified by Lessor. Failure to do so will result in Lessor performing any alteration, repair or inspection deemed necessary by Lessor at Lessee's sole cost and expense.

19. Damage or Destruction. In case of damage to the Premises or the Building by fire, vandalism, malicious mischief, or any other casualty, Lessor shall (unless this Lease shall be terminated as hereinafter provided) diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Lessee or improvements installed by Lessee) and the Building to substantially the condition in which they existed immediately prior to such destruction or damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of Lessor. To the extent that the premises are rendered unrentable, the Rent shall proportionately abate unless such damage was caused by the negligent act or omission of Lessee, its employees, contractors, agents, customers, or guests, in which case, there shall be no abatement of Rent. If the Premises or the Building are damaged to such an extent that (a) Lessor, in its sole discretion, determines not to rebuild or repair or (b) Lessee's ability to conduct business in the Premises is materially impaired, then either Lessor or Lessee may terminate this Lease upon written notice thereof to the other within sixty (60) days after the date of such damage in which event this Lease shall terminate as of the date of such damage, the Rent shall be adjusted to the date of such damage, and Lessee shall thereupon promptly vacate the Premises. The term "materially impaired" shall be defined as impacting the Lessee's use of the premises by twenty-five (25) per cent or more and Lessor is unable or unwilling to rebuild or repair the Premises within 180 days from the date of such loss or casualty.

20. Eminent Domain.

20.1. In the event the entire Premises or Building are lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance and Lessee shall have no interest in any award resulting from such taking except for moving expenses and Improvements included in the award which shall have been installed and paid for by Lessee.

20.2. In the event only a portion of the Premises or Building is taken or conveyed, the Base Rent and Lessee's Percentage shall be equitably adjusted, unless Lessor or Lessee shall elect to terminate this Lease as of the date of such taking or conveyance, provided Lessee's right to terminate this Lease as a result of a partial taking shall only arise if such partial taking materially impairs the conduct of Lessee's business from the Premises. Lessee may terminate this Lease upon written notice thereof within thirty (30) days of such taking or conveyance. Lessor shall notify Lessee of such equitable adjustment or its election to terminate this Lease within sixty (60) days of such taking or conveyance.

21. Indemnification. Except as covered by insurance to be provided by Lessee, Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessee or its employees, contractors, agents, customers, or guests in or about the Premises or the Project, or arising from any breach or default under this Lease by Lessee. Except as covered by insurance to be provided by Lessor, Lessor shall defend and indemnify Lessee and save it harmless from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessor or its employees, contractors, agents, customers, or guests in or about the Project, or arising from any breach or default under this Lease by Lessor.

22. Lessor's Liability. Lessor shall not be liable to Lessee except for liability, damages, costs, or expenses resulting from injuries to third parties caused solely by the gross negligence or willful misconduct of Lessor or its employees or agents, but only to the extent Lessee is not compensated therefore by insurance. In no event shall Lessor be liable to Lessee or anyone claiming under Lessee for any damage to the Premises or for any loss, damage, or injury to any property of Lessee located in the Premises caused by bursting, rupture, leakage, or overflow of any plumbing or other pipes (including without limitation, water, steam, or refrigerant lines), sprinklers, tanks, drains, drinking fountains, or wash stands, the failure of any systems or facilities in the Premises or the Building or other similar cause. In no event shall Lessor be liable for any loss or damage to person or property sustained by Lessee or anyone claiming under Lessee, which may be caused by the Premises or the Project or other improvements being out of repair, or by theft, or by vandalism, or by any act or neglect of any lessee or any other occupant of the Project, or of any other person, or by any other cause whatsoever.

Anything in this Lease to the contrary notwithstanding, the covenants, undertakings and agreements herein made on the part of Lessor are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Lessor personally or the assets of Lessor except Lessor's interest in the Premises and the Project, as the same may from time to time be encumbered. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Lessor or its officers or their respective heirs, legal representatives, successors and assigns arising from this Lease or Lessor's obligations with respect to the Premises and the Project, or arising from any covenant, undertaking, or agreement of Lessor contained in this Lease.

23. Assignment and Subletting.

23.1. Assignment of Sublease. Lessee shall not voluntarily, involuntarily, or by operation of law assign, transfer, mortgage, or encumber this Lease, nor sublease the whole or any part of the Premises, without first obtaining Lessor's written consent, which shall not be unreasonably delayed or withheld. No such assignment or sublease shall relieve Lessee of any liability under this Lease. Consent to any such assignment or sublease shall not operate as a waiver of the necessity of a consent to any subsequent assignment or sublease, and the terms of such consent shall be binding upon any person holding by, under, or through Lessee.

23.2. Assignee Obligations. Any assignee or subtenant approved by Lessor shall assume all obligations of Lessee and shall be jointly and severally liable with Lessee for the payment of Base Rent and Additional Rent and performance of all terms, covenants and conditions of this Lease. In connection with any sublease or assignment, Lessee shall provide Lessor with copies of all assignments, subleases and assumption instruments.

23.3. Administrative Fee. Lessee shall pay Lessor, in advance, an administrative fee of Five Hundred Dollars (\$500.00) for processing any request for consent to assignment or sublease.

24. Default by Lessee and Rights of Lessor.

24.1. Defaults. If Lessee:

- a. fails to pay any installment or Rent or other charges due hereunder within fifteen (15) days after written notice from Lessor; or
- b. shall vacate, abandon, or fail to occupy for thirty (30) days all or a substantial portion of the Premises, or fail to continuously operate its business in the premises whether or not Lessee is in default of the rental payments due under this Lease; or
- c. fails to perform any other covenant, term, agreement, or condition of this Lease within thirty (30) days after written notice of such failure from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a breach of this Lease by Lessee if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;

then, in either case, Lessor, in addition to all other rights and remedies available to Lessor at law or in equity or by other provisions hereof, may immediately re-enter the Premises and remove all persons and property, and, at Lessor's option, terminate this Lease or terminate Lessee's right to possession of the Premises without terminating this Lease. Notwithstanding the termination of this Lease, Lessor may either declare all rent due under this Lease for the balance of the term immediately due and payable, and Lessee shall pay the same to Lessor, together with all loss which Lessor may sustain from termination and re-entry, or relet any part of the Premises for reasonable rent and on reasonable terms, whereupon Lessee shall be obligated to pay Lessor as liquidated damages the difference between the rent provided for herein and that provided for in any Lease covering reletting, for the period which would otherwise have constituted the balance of this Lease, together with all costs and expenses for preparing the Premises for reletting. Actions to collect amounts due to Lessor may be brought without the necessity of waiting until expiration of the Lease. The Lessee will reimburse the Lessor for the costs of removing and storing Lessee's or other occupant's property and hold

Lessor harmless for any damage there from. Neither acceptance of Rent or other charges by Lessor, with or without knowledge of breach or default, nor failure of Lessor to take action on account of any breach or default hereof or to enforce its rights hereunder shall be deemed a waiver of any breach or default, and absent specific written notice or consent to the contrary, said breach or default shall be a continuing one.

24.2. Right of Lessor to Cure Defaults. If Lessee shall default in the observance or performance of any term or covenant of this Lease, or if Lessee shall fail to pay any sum of money, other than Base Rent and Additional Rent, required to be paid by Lessee hereunder, Lessor may, without waiving or releasing Lessee, remedy such default at the expense of Lessee, immediately and without notice in case of emergency, or in any other case only upon Lessee's failure to remedy such default within thirty (30) days after written notice to Lessee.

24.3. Unpaid Sums, Returned Checks and Late Charge. If any payment of Base Rent or Additional Rent is not paid within five (5) days of the date when due, Lessee shall pay a late charge equal to ten percent (10%) of the amount of such overdue payment per month or portion thereof as liquidated damages for Lessor's extra expense in handling such past due account. In the event any check issued by Lessee, given to Lessor in payment of any obligation due hereunder is returned by the bank for non-payment, Lessee agrees to pay an administrative fee to Lessor in the amount of \$50.00 per incident.

24.4. Bankruptcy and Insolvency. If, at the Lease Commencement Date or at any time during the term of this Lease, there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for liquidation, reorganization or involuntary dissolution or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors, this Lease, at the option of Lessor, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated and, in which event, neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court, shall be entitled to possession or to remain in possession of the Premises, but shall forthwith quit and surrender the same, and Lessor, in addition to the other rights and remedies Lessor has by virtue of this Lease or any statute or rule of law, may retain as security for its damages any Base Rent, Additional rent, or monies received by Lessor from Lessee or others on behalf of Lessee.

24.5. Attorney's Fees. In the event Lessor makes any expenditure or incurs obligations for the payment of money in connection with any Lessee default, including but not limited to Lessor's actual attorney's fees, Lessee shall pay to Lessor any and all such sums paid or obligations incurred. In the event Lessee makes any expenditure or incurs obligation for payment of money in connection with and Lessor default, including but not limited to Lessee's actual attorney's fees, Lessor shall pay to Lessee all such sums paid or obligations incurred.

25. Sale or Mortgage of Lessor's Interest.

25.1. Conveyance of Lessor's Interest. Lessor may sell, assign, or otherwise transfer, in whole or in part, its interest in this Lease and its reversion hereunder. Lessor shall require the transferee to accept the interest transferred subject to this Lease. The transfer shall release Lessor from any further liability to Lessee hereunder and, after any such transfer, Lessee shall look solely to the transferee for the performance of the obligations of the party who from time to time is the Lessor under this Lease. If Lessor transfers to such a transferee any security deposit Lessor holds for performance of Lessee's obligations hereunder, Lessor shall have no further liability to Lessee concerning such security and Lessee shall henceforth look solely to the transferee.

25.2. Estoppel Certificate. Within ten (10) days after written request from Lessor, Lessee shall execute, acknowledge and deliver to Lessor an estoppel certificate in form and content acceptable to Lessor, which shall include at a minimum: (a) certification that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), the dates to which rent and any other charges payable by Lessee hereunder are paid in advance, if any, and the amount of the Security Deposit; (b) acknowledgment that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder or specifying such defaults if any are claimed; and (c) in case of a transfer of Lessor's interest, an agreement to attorney to the transferee. Lessee's failure to deliver such estoppel certificate to Lessor within said 10-day period shall conclusively evidence Lessee's representation and agreement that: (i) this Lease is in full force and effect, without modification, except as Lessor may represent; (ii) there are no uncured defaults in Lessor's performance hereunder; and (iii) Lessee has not paid more than one month's rent in advance nor made a Security Deposit in excess of one month's rent.

26. Subordination. This Lease, and the term and estate hereby granted, and all of the rights of Lessee hereunder, are subject and subordinate the liens of any mortgage or mortgages now or hereafter in force against the Project, as well as to any and all zoning laws, ordinances and regulations, conditions and agreements affecting said real estate at any time, and Lessee shall execute such further instruments subordinating this Lease to the lien or liens of any such lease or mortgage as shall be requested by Lessor; provided, however, that this subordination and any such further instruments shall not, so long as Lessee is not in default in the performance of any of the terms, covenants and conditions of this Lease, terminate or modify this Lease or any of the rights of Lessee hereunder.

27. Miscellaneous Provisions.

27.1. No Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the Base Rent, Additional Rent and other charges stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated Base Rent, Additional Rent, or other charges, nor shall any endorsement or statement on any check or any letter

- accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor shall accept such check or payment without prejudice to Lessor's right to recover the balance of such Base Rent, Additional Rent and other charges or pursue any other remedy in this Lease.

27.2. Non-Waiver. Waiver by Lessor of any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition of this Lease.

27.3. Time of the Essence. Time is of the essence as to the payment of rent and the performance of all other obligations of Lessee under this Lease.

27.4. Entire Agreement. This Lease constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by both parties.

27.5. Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their heirs, executors, personal representatives, successors and assigns.

27.6. Notices. All notices under this Lease shall be deemed properly given or made if mailed by first-class mail, postage prepaid, or by personal delivery, to the Lessor's or Lessee's Address for Notice as set forth in section 1 of this Lease, or at such other address as either party may from time to time provide to the other by a written notice complying with this section. A notice that is mailed shall be effective upon deposit in the U.S. Mail.

27.7. Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

27.8. Lessee's Agreement to Defend. If Lessor is named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy of the Premises under this Lease, Lessee shall pay to Lessor Lessor's costs and expenses incurred in such suit and any appeal of the suit including reasonable attorney fees and costs, except where such suit relates to the negligent conduct of Lessor, its agents, representatives, or employees. If Lessee is named as a defendant in any suit brought against Lessor in connection with or arising out of Lessor's ownership or operation of the Project under this Lease, Lessor shall pay to Lessee Lessee's costs and expenses incurred in such suit and any appeal of the suit including reasonable attorney fees and costs, except where such suit relates to the negligent conduct of Lessee, its agents, representatives, or employees.

27.8 Severability. In the event that any term or provision of this Lease is found by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, such interpretation shall have no effect on the remaining terms, conditions and provisions of this Lease which shall remain in full force and effect.

27.9. Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of this Lease.

27.10. Recording. Neither Lessor nor Lessee shall record this Lease nor a short form memorandum of this Agreement without the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed.

27.11. Restricted Uses. Lessor agrees that during the term of this Lease, Lessor shall not lease any other premises within the Building to any lessee whose principal use consists of any of the following:

- a. A business in direct competition with Lessee, including but not limited to psychotherapy clinics, retail pharmacy whose primary business is the sale of prescription medications, or other case management operations,
- b. Adult oriented uses including without limitations adult cabaret, adult movie theater, adult video rental, adult video store, or adult viewing facility,
- c. Pawn Shops,
- d. Psychic/tarot card reading facilities,
- e. Stand-alone liquor stores with or without drive through,
- f. Auto sales lot or other recreational auto sales,
- g. Bars or taverns (unless such use contains a restaurant component),
- h. Wrecking, junk, demolition or scrap yard uses, or

The foregoing restriction shall not apply to existing leases or tenants in effect as of the execution of this Lease.

27.12. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed by one duly authorized, to be effective on the last date signed by a party hereto.

LESSOR: BREGG, LLC


Dated: 3/18/19



By: _____
Stephen R. Mills, Authorized Member

LESSEE: Kenosha Human Development Services, Inc.

Dated: 3/18/19

By: 

Name: Lisa Haen

Title: Associate Director

EXHIBIT A

RENT AND ACRRUAL SCHEDULE

Base Rent Fixed Installments:

- | | |
|--|--|
| 1. \$1,100,000.00 | Due upon Lease Execution |
| 2. An amount equal to the
Additional Improvement Rent | Due on or before the end of the 24 th month
following the Commencement Date. |

Monthly Base Rent Installment:

A monthly sum equal to the Additional Improvement Rent, multiplied by an interest rate equal to eight and one half (8.5%) percent per annum, divided by twelve. By way of example, if the Additional Improvement Rent is equal to \$2,100,000.00 the Base Rent Monthly Installment shall be equal to \$14,875.00 per month ($\$2,100,000 \times 8.5\% = \$178,500 / 12 = \$15,875.00$).

The Monthly Base Rent Installment shall be due and payable as provided in Section 8 of this Lease until such time as both the First and Second Fixed Installment of Base Rent have been paid (which Lessee may prepay at any time without penalty), at which time the obligation to pay the Monthly Base Rent shall cease.

EXHIBIT A-1

Fixed Base Rent Accrual Schedule

Fixed Base Rent income shall accrue to Lessor, for purposes of Section 467 of the Internal Revenue Code, according to the schedule affixed hereto as Exhibit A-1. Said schedule is attached by way of example assuming an Additional Improvement Rent Balance of \$2,100,000.00 and the Second Base Rent Fixed Installment paid in the third month of the second Lease Year. Lessor and Lessee shall execute an amendment to this Lease upon the determination of the amount of Additional Improvement Rent and the payment of the Second Base Rent Fixed Installment by Lessee, replacing the attached Exhibit A-1 with a schedule which applies such actual amounts to the methodology included on the attached Exhibit A-1.

Month	Year	For Interest Calc					467 Amortization Schedule			
		Balance Forward	Master Lease Pmt-Actual	Beginning Balance	Principal Reduction	Ending Balance	Beginning Balance	467 Rent	Interest	Ending Balance
0	0		1,100,000	1,100,000		1,100,000				3,200,000
1	1	1,100,000	-	1,100,000	(15,108)	1,084,892	3,200,000	(18,005)	2,897	3,184,892
2	1	1,084,892	-	1,084,892	(15,148)	1,069,745	3,184,892	(18,005)	2,857	3,169,744
3	1	1,069,745	-	1,069,745	(15,188)	1,054,557	3,169,744	(18,005)	2,817	3,154,556
4	1	1,054,557	-	1,054,557	(15,228)	1,039,329	3,154,556	(18,005)	2,777	3,139,328
5	1	1,039,329	-	1,039,329	(15,268)	1,024,062	3,139,328	(18,005)	2,737	3,124,060
6	1	1,024,062	-	1,024,062	(15,308)	1,008,754	3,124,060	(18,005)	2,697	3,108,752
7	1	1,008,754	-	1,008,754	(15,348)	993,406	3,108,752	(18,005)	2,656	3,093,404
8	1	993,406	-	993,406	(15,389)	978,017	3,093,404	(18,005)	2,616	3,078,015
9	1	978,017	-	978,017	(15,429)	962,588	3,078,015	(18,005)	2,575	3,062,586
10	1	962,588	-	962,588	(15,470)	947,119	3,062,586	(18,005)	2,535	3,047,116
11	1	947,119	-	947,119	(15,510)	931,608	3,047,116	(18,005)	2,494	3,031,606
12	1	931,608	-	931,608	(15,551)	916,057	3,031,606	(18,005)	2,453	3,016,055
13	2	916,057	-	916,057	(15,592)	900,465	3,016,055	(18,005)	2,412	3,000,463
14	2	900,465	-	900,465	(15,633)	884,831	3,000,463	(18,005)	2,371	2,984,830
15	2	884,831	2,100,000	2,984,831	(10,144)	2,974,687	2,984,830	(18,005)	7,860	2,974,686
16	2	2,974,687	-	2,974,687	(10,171)	2,964,516	2,974,686	(18,005)	7,833	2,964,515
17	2	2,964,516	-	2,964,516	(10,198)	2,954,318	2,964,515	(18,005)	7,807	2,954,317
18	2	2,954,318	-	2,954,318	(10,225)	2,944,093	2,954,317	(18,005)	7,780	2,944,092
19	2	2,944,093	-	2,944,093	(10,252)	2,933,841	2,944,092	(18,005)	7,753	2,933,840
20	2	2,933,841	-	2,933,841	(10,279)	2,923,562	2,933,840	(18,005)	7,726	2,923,561
21	2	2,923,562	-	2,923,562	(10,306)	2,913,257	2,923,561	(18,005)	7,699	2,913,255
22	2	2,913,257	-	2,913,257	(10,333)	2,902,924	2,913,255	(18,005)	7,672	2,902,922
23	2	2,902,924	-	2,902,924	(10,360)	2,892,563	2,902,922	(18,005)	7,644	2,892,562
24	2	2,892,563	-	2,892,563	(10,387)	2,882,176	2,892,562	(18,005)	7,617	2,882,175
25	3	2,882,176	-	2,882,176	(10,415)	2,871,761	2,882,175	(18,005)	7,590	2,871,760
26	3	2,871,761	-	2,871,761	(10,442)	2,861,319	2,871,760	(18,005)	7,562	2,861,318
27	3	2,861,319	-	2,861,319	(10,470)	2,850,849	2,861,318	(18,005)	7,535	2,850,848
28	3	2,850,849	-	2,850,849	(10,497)	2,840,352	2,850,848	(18,005)	7,507	2,840,351
29	3	2,840,352	-	2,840,352	(10,525)	2,829,827	2,840,351	(18,005)	7,480	2,829,826
30	3	2,829,827	-	2,829,827	(10,553)	2,819,274	2,829,826	(18,005)	7,452	2,819,273
31	3	2,819,274	-	2,819,274	(10,580)	2,808,694	2,819,273	(18,005)	7,424	2,808,693
32	3	2,808,694	-	2,808,694	(10,608)	2,798,086	2,808,693	(18,005)	7,396	2,798,085
33	3	2,798,086	-	2,798,086	(10,636)	2,787,450	2,798,085	(18,005)	7,368	2,787,449
34	3	2,787,450	-	2,787,450	(10,664)	2,776,785	2,787,449	(18,005)	7,340	2,776,785
35	3	2,776,785	-	2,776,785	(10,692)	2,766,093	2,776,785	(18,005)	7,312	2,766,093
36	3	2,766,093	-	2,766,093	(10,720)	2,755,372	2,766,093	(18,005)	7,284	2,755,373
37	4	2,755,372	-	2,755,372	(10,749)	2,744,624	2,755,373	(18,005)	7,256	2,744,624
38	4	2,744,624	-	2,744,624	(10,777)	2,733,847	2,744,624	(18,005)	7,228	2,733,847
39	4	2,733,847	-	2,733,847	(10,805)	2,723,041	2,733,847	(18,005)	7,199	2,723,042
40	4	2,723,041	-	2,723,041	(10,834)	2,712,208	2,723,042	(18,005)	7,171	2,712,208
41	4	2,712,208	-	2,712,208	(10,862)	2,701,345	2,712,208	(18,005)	7,142	2,701,346
42	4	2,701,345	-	2,701,345	(10,891)	2,690,454	2,701,346	(18,005)	7,114	2,690,455
43	4	2,690,454	-	2,690,454	(10,920)	2,679,535	2,690,455	(18,005)	7,085	2,679,535
44	4	2,679,535	-	2,679,535	(10,948)	2,668,586	2,679,535	(18,005)	7,056	2,668,587
45	4	2,668,586	-	2,668,586	(10,977)	2,657,609	2,668,587	(18,005)	7,027	2,657,610
46	4	2,657,609	-	2,657,609	(11,006)	2,646,603	2,657,610	(18,005)	6,998	2,646,604
47	4	2,646,603	-	2,646,603	(11,035)	2,635,568	2,646,604	(18,005)	6,969	2,635,569

48	4	2,635,568	-	2,635,568	(11,064)	2,624,503	2,635,569	(18,005)	6,940	2,624,505
49	5	2,624,503	-	2,624,503	(11,093)	2,613,410	2,624,505	(18,005)	6,911	2,613,412
50	5	2,613,410	-	2,613,410	(11,123)	2,602,288	2,613,412	(18,005)	6,882	2,602,289
51	5	2,602,288	-	2,602,288	(11,152)	2,591,136	2,602,289	(18,005)	6,853	2,591,137
52	5	2,591,136	-	2,591,136	(11,181)	2,579,954	2,591,137	(18,005)	6,823	2,579,956
53	5	2,579,954	-	2,579,954	(11,211)	2,568,744	2,579,956	(18,005)	6,794	2,568,745
54	5	2,568,744	-	2,568,744	(11,240)	2,557,504	2,568,745	(18,005)	6,764	2,557,505
55	5	2,557,504	-	2,557,504	(11,270)	2,546,234	2,557,505	(18,005)	6,735	2,546,235
56	5	2,546,234	-	2,546,234	(11,299)	2,534,934	2,546,235	(18,005)	6,705	2,534,936
57	5	2,534,934	-	2,534,934	(11,329)	2,523,605	2,534,936	(18,005)	6,675	2,523,607
58	5	2,523,605	-	2,523,605	(11,359)	2,512,246	2,523,607	(18,005)	6,645	2,512,248
59	5	2,512,246	-	2,512,246	(11,389)	2,500,857	2,512,248	(18,005)	6,616	2,500,859
60	5	2,500,857	-	2,500,857	(11,419)	2,489,438	2,500,859	(18,005)	6,586	2,489,440
61	6	2,489,438	-	2,489,438	(11,449)	2,477,989	2,489,440	(18,005)	6,556	2,477,991
62	6	2,477,989	-	2,477,989	(11,479)	2,466,510	2,477,991	(18,005)	6,525	2,466,512
63	6	2,466,510	-	2,466,510	(11,509)	2,455,001	2,466,512	(18,005)	6,495	2,455,003
64	6	2,455,001	-	2,455,001	(11,540)	2,443,461	2,455,003	(18,005)	6,465	2,443,463
65	6	2,443,461	-	2,443,461	(11,570)	2,431,891	2,443,463	(18,005)	6,434	2,431,893
66	6	2,431,891	-	2,431,891	(11,601)	2,420,291	2,431,893	(18,005)	6,404	2,420,292
67	6	2,420,291	-	2,420,291	(11,631)	2,408,659	2,420,292	(18,005)	6,373	2,408,661
68	6	2,408,659	-	2,408,659	(11,662)	2,396,998	2,408,661	(18,005)	6,343	2,396,999
69	6	2,396,998	-	2,396,998	(11,692)	2,385,305	2,396,999	(18,005)	6,312	2,385,307
70	6	2,385,305	-	2,385,305	(11,723)	2,373,582	2,385,307	(18,005)	6,281	2,373,584
71	6	2,373,582	-	2,373,582	(11,754)	2,361,828	2,373,584	(18,005)	6,250	2,361,830
72	6	2,361,828	-	2,361,828	(11,785)	2,350,043	2,361,830	(18,005)	6,219	2,350,045
73	7	2,350,043	-	2,350,043	(11,816)	2,338,227	2,350,045	(18,005)	6,188	2,338,229
74	7	2,338,227	-	2,338,227	(11,847)	2,326,380	2,338,229	(18,005)	6,157	2,326,382
75	7	2,326,380	-	2,326,380	(11,878)	2,314,501	2,326,382	(18,005)	6,126	2,314,504
76	7	2,314,501	-	2,314,501	(11,910)	2,302,592	2,314,504	(18,005)	6,095	2,302,594
77	7	2,302,592	-	2,302,592	(11,941)	2,290,651	2,302,594	(18,005)	6,063	2,290,653
78	7	2,290,651	-	2,290,651	(11,972)	2,278,678	2,290,653	(18,005)	6,032	2,278,681
79	7	2,278,678	-	2,278,678	(12,004)	2,266,674	2,278,681	(18,005)	6,001	2,266,677
80	7	2,266,674	-	2,266,674	(12,036)	2,254,639	2,266,677	(18,005)	5,969	2,254,641
81	7	2,254,639	-	2,254,639	(12,067)	2,242,571	2,254,641	(18,005)	5,937	2,242,574
82	7	2,242,571	-	2,242,571	(12,099)	2,230,472	2,242,574	(18,005)	5,905	2,230,475
83	7	2,230,472	-	2,230,472	(12,131)	2,218,341	2,230,475	(18,005)	5,874	2,218,344
84	7	2,218,341	-	2,218,341	(12,163)	2,206,178	2,218,344	(18,005)	5,842	2,206,181
85	8	2,206,178	-	2,206,178	(12,195)	2,193,983	2,206,181	(18,005)	5,810	2,193,986
86	8	2,193,983	-	2,193,983	(12,227)	2,181,756	2,193,986	(18,005)	5,777	2,181,759
87	8	2,181,756	-	2,181,756	(12,259)	2,169,497	2,181,759	(18,005)	5,745	2,169,500
88	8	2,169,497	-	2,169,497	(12,292)	2,157,206	2,169,500	(18,005)	5,713	2,157,208
89	8	2,157,206	-	2,157,206	(12,324)	2,144,882	2,157,208	(18,005)	5,681	2,144,884
90	8	2,144,882	-	2,144,882	(12,356)	2,132,525	2,144,884	(18,005)	5,648	2,132,528
91	8	2,132,525	-	2,132,525	(12,389)	2,120,137	2,132,528	(18,005)	5,616	2,120,139
92	8	2,120,137	-	2,120,137	(12,421)	2,107,715	2,120,139	(18,005)	5,583	2,107,718
93	8	2,107,715	-	2,107,715	(12,454)	2,095,261	2,107,718	(18,005)	5,550	2,095,264
94	8	2,095,261	-	2,095,261	(12,487)	2,082,774	2,095,264	(18,005)	5,518	2,082,777
95	8	2,082,774	-	2,082,774	(12,520)	2,070,254	2,082,777	(18,005)	5,485	2,070,257
96	8	2,070,254	-	2,070,254	(12,553)	2,057,701	2,070,257	(18,005)	5,452	2,057,704
97	9	2,057,701	-	2,057,701	(12,586)	2,045,115	2,057,704	(18,005)	5,419	2,045,118
98	9	2,045,115	-	2,045,115	(12,619)	2,032,496	2,045,118	(18,005)	5,385	2,032,499
99	9	2,032,496	-	2,032,496	(12,652)	2,019,844	2,032,499	(18,005)	5,352	2,019,847

100	9	2,019,844	-	2,019,844	(12,686)	2,007,158	2,019,847	(18,005)	5,319	2,007,161
101	9	2,007,158	-	2,007,158	(12,719)	1,994,439	2,007,161	(18,005)	5,286	1,994,442
102	9	1,994,439	-	1,994,439	(12,752)	1,981,687	1,994,442	(18,005)	5,252	1,981,690
103	9	1,981,687	-	1,981,687	(12,786)	1,968,901	1,981,690	(18,005)	5,218	1,968,904
104	9	1,968,901	-	1,968,901	(12,820)	1,956,081	1,968,904	(18,005)	5,185	1,956,084
105	9	1,956,081	-	1,956,081	(12,854)	1,943,227	1,956,084	(18,005)	5,151	1,943,230
106	9	1,943,227	-	1,943,227	(12,887)	1,930,340	1,943,230	(18,005)	5,117	1,930,343
107	9	1,930,340	-	1,930,340	(12,921)	1,917,419	1,930,343	(18,005)	5,083	1,917,422
108	9	1,917,419	-	1,917,419	(12,955)	1,904,464	1,917,422	(18,005)	5,049	1,904,467
109	10	1,904,464	-	1,904,464	(12,989)	1,891,474	1,904,467	(18,005)	5,015	1,891,478
110	10	1,891,474	-	1,891,474	(13,024)	1,878,450	1,891,478	(18,005)	4,981	1,878,454
111	10	1,878,450	-	1,878,450	(13,058)	1,865,393	1,878,454	(18,005)	4,947	1,865,396
112	10	1,865,393	-	1,865,393	(13,092)	1,852,300	1,865,396	(18,005)	4,912	1,852,304
113	10	1,852,300	-	1,852,300	(13,127)	1,839,173	1,852,304	(18,005)	4,878	1,839,177
114	10	1,839,173	-	1,839,173	(13,161)	1,826,012	1,839,177	(18,005)	4,843	1,826,016
115	10	1,826,012	-	1,826,012	(13,196)	1,812,816	1,826,016	(18,005)	4,808	1,812,820
116	10	1,812,816	-	1,812,816	(13,231)	1,799,585	1,812,820	(18,005)	4,774	1,799,589
117	10	1,799,585	-	1,799,585	(13,266)	1,786,320	1,799,589	(18,005)	4,739	1,786,323
118	10	1,786,320	-	1,786,320	(13,301)	1,773,019	1,786,323	(18,005)	4,704	1,773,022
119	10	1,773,019	-	1,773,019	(13,336)	1,759,684	1,773,022	(18,005)	4,669	1,759,686
120	10	1,759,684	-	1,759,684	(13,371)	1,746,313	1,759,686	(18,005)	4,634	1,746,315
121	11	1,746,313	-	1,746,313	(13,406)	1,732,907	1,746,315	(18,005)	4,599	1,732,909
122	11	1,732,907	-	1,732,907	(13,441)	1,719,466	1,732,909	(18,005)	4,563	1,719,468
123	11	1,719,466	-	1,719,466	(13,477)	1,705,989	1,719,468	(18,005)	4,528	1,705,991
124	11	1,705,989	-	1,705,989	(13,512)	1,692,477	1,705,991	(18,005)	4,492	1,692,479
125	11	1,692,477	-	1,692,477	(13,548)	1,678,929	1,692,479	(18,005)	4,457	1,678,931
126	11	1,678,929	-	1,678,929	(13,583)	1,665,346	1,678,931	(18,005)	4,421	1,665,348
127	11	1,665,346	-	1,665,346	(13,619)	1,651,727	1,665,348	(18,005)	4,385	1,651,729
128	11	1,651,727	-	1,651,727	(13,655)	1,638,072	1,651,729	(18,005)	4,350	1,638,074
129	11	1,638,072	-	1,638,072	(13,691)	1,624,381	1,638,074	(18,005)	4,314	1,624,383
130	11	1,624,381	-	1,624,381	(13,727)	1,610,654	1,624,383	(18,005)	4,278	1,610,656
131	11	1,610,654	-	1,610,654	(13,763)	1,596,891	1,610,656	(18,005)	4,241	1,596,893
132	11	1,596,891	-	1,596,891	(13,799)	1,583,092	1,596,893	(18,005)	4,205	1,583,094
133	12	1,583,092	-	1,583,092	(13,836)	1,569,256	1,583,094	(18,005)	4,169	1,569,258
134	12	1,569,256	-	1,569,256	(13,872)	1,555,384	1,569,258	(18,005)	4,132	1,555,386
135	12	1,555,384	-	1,555,384	(13,909)	1,541,475	1,555,386	(18,005)	4,096	1,541,477
136	12	1,541,475	-	1,541,475	(13,945)	1,527,530	1,541,477	(18,005)	4,059	1,527,532
137	12	1,527,530	-	1,527,530	(13,982)	1,513,548	1,527,532	(18,005)	4,022	1,513,550
138	12	1,513,548	-	1,513,548	(14,019)	1,499,529	1,513,550	(18,005)	3,986	1,499,531
139	12	1,499,529	-	1,499,529	(14,056)	1,485,473	1,499,531	(18,005)	3,949	1,485,475
140	12	1,485,473	-	1,485,473	(14,093)	1,471,380	1,485,475	(18,005)	3,912	1,471,382
141	12	1,471,380	-	1,471,380	(14,130)	1,457,250	1,471,382	(18,005)	3,875	1,457,252
142	12	1,457,250	-	1,457,250	(14,167)	1,443,083	1,457,252	(18,005)	3,837	1,443,085
143	12	1,443,083	-	1,443,083	(14,204)	1,428,879	1,443,085	(18,005)	3,800	1,428,881
144	12	1,428,879	-	1,428,879	(14,242)	1,414,637	1,428,881	(18,005)	3,763	1,414,639
145	13	1,414,637	-	1,414,637	(14,279)	1,400,358	1,414,639	(18,005)	3,725	1,400,360
146	13	1,400,358	-	1,400,358	(14,317)	1,386,041	1,400,360	(18,005)	3,688	1,386,043
147	13	1,386,041	-	1,386,041	(14,355)	1,371,686	1,386,043	(18,005)	3,650	1,371,688
148	13	1,371,686	-	1,371,686	(14,392)	1,357,294	1,371,688	(18,005)	3,612	1,357,296
149	13	1,357,294	-	1,357,294	(14,430)	1,342,864	1,357,296	(18,005)	3,574	1,342,866
150	13	1,342,864	-	1,342,864	(14,468)	1,328,395	1,342,866	(18,005)	3,536	1,328,398
151	13	1,328,395	-	1,328,395	(14,506)	1,313,889	1,328,398	(18,005)	3,498	1,313,892

152	13	1,313,889	-	1,313,889	(14,545)	1,299,344	1,313,892	(18,005)	3,460	1,299,347
153	13	1,299,344	-	1,299,344	(14,583)	1,284,761	1,299,347	(18,005)	3,422	1,284,764
154	13	1,284,761	-	1,284,761	(14,621)	1,270,140	1,284,764	(18,005)	3,383	1,270,143
155	13	1,270,140	-	1,270,140	(14,660)	1,255,480	1,270,143	(18,005)	3,345	1,255,483
156	13	1,255,480	-	1,255,480	(14,698)	1,240,782	1,255,483	(18,005)	3,306	1,240,785
157	14	1,240,782	-	1,240,782	(14,737)	1,226,045	1,240,785	(18,005)	3,267	1,226,048
158	14	1,226,045	-	1,226,045	(14,776)	1,211,269	1,226,048	(18,005)	3,229	1,211,272
159	14	1,211,269	-	1,211,269	(14,815)	1,196,454	1,211,272	(18,005)	3,190	1,196,457
160	14	1,196,454	-	1,196,454	(14,854)	1,181,600	1,196,457	(18,005)	3,151	1,181,603
161	14	1,181,600	-	1,181,600	(14,893)	1,166,707	1,181,603	(18,005)	3,112	1,166,710
162	14	1,166,707	-	1,166,707	(14,932)	1,151,775	1,166,710	(18,005)	3,072	1,151,778
163	14	1,151,775	-	1,151,775	(14,972)	1,136,803	1,151,778	(18,005)	3,033	1,136,806
164	14	1,136,803	-	1,136,803	(15,011)	1,121,792	1,136,806	(18,005)	2,994	1,121,795
165	14	1,121,792	-	1,121,792	(15,050)	1,106,742	1,121,795	(18,005)	2,954	1,106,745
166	14	1,106,742	-	1,106,742	(15,090)	1,091,652	1,106,745	(18,005)	2,914	1,091,655
167	14	1,091,652	-	1,091,652	(15,130)	1,076,522	1,091,655	(18,005)	2,875	1,076,525
168	14	1,076,522	-	1,076,522	(15,170)	1,061,352	1,076,525	(18,005)	2,835	1,061,355
169	15	1,061,352	-	1,061,352	(15,210)	1,046,143	1,061,355	(18,005)	2,795	1,046,145
170	15	1,046,143	-	1,046,143	(15,250)	1,030,893	1,046,145	(18,005)	2,755	1,030,895
171	15	1,030,893	-	1,030,893	(15,290)	1,015,603	1,030,895	(18,005)	2,715	1,015,605
172	15	1,015,603	-	1,015,603	(15,330)	1,000,273	1,015,605	(18,005)	2,674	1,000,275
173	15	1,000,273	-	1,000,273	(15,370)	984,903	1,000,275	(18,005)	2,634	984,905
174	15	984,903	-	984,903	(15,411)	969,492	984,905	(18,005)	2,594	969,494
175	15	969,492	-	969,492	(15,452)	954,040	969,494	(18,005)	2,553	954,042
176	15	954,040	-	954,040	(15,492)	938,548	954,042	(18,005)	2,512	938,550
177	15	938,548	-	938,548	(15,533)	923,015	938,550	(18,005)	2,472	923,017
178	15	923,015	-	923,015	(15,574)	907,441	923,017	(18,005)	2,431	907,443
179	15	907,441	-	907,441	(15,615)	891,826	907,443	(18,005)	2,390	891,828
180	15	891,826	-	891,826	(15,656)	876,170	891,828	(18,005)	2,348	876,172
181	16	876,170	-	876,170	(15,697)	860,473	876,172	(18,005)	2,307	860,475
182	16	860,473	-	860,473	(15,739)	844,734	860,475	(18,005)	2,266	844,736
183	16	844,734	-	844,734	(15,780)	828,954	844,736	(18,005)	2,224	828,956
184	16	828,954	-	828,954	(15,822)	813,132	828,956	(18,005)	2,183	813,134
185	16	813,132	-	813,132	(15,863)	797,269	813,134	(18,005)	2,141	797,271
186	16	797,269	-	797,269	(15,905)	781,364	797,271	(18,005)	2,099	781,366
187	16	781,364	-	781,364	(15,947)	765,417	781,366	(18,005)	2,058	765,419
188	16	765,417	-	765,417	(15,989)	749,428	765,419	(18,005)	2,016	749,430
189	16	749,428	-	749,428	(16,031)	733,397	749,430	(18,005)	1,973	733,399
190	16	733,397	-	733,397	(16,073)	717,324	733,399	(18,005)	1,931	717,326
191	16	717,324	-	717,324	(16,116)	701,208	717,326	(18,005)	1,889	701,210
192	16	701,208	-	701,208	(16,158)	685,050	701,210	(18,005)	1,847	685,052
193	17	685,050	-	685,050	(16,201)	668,850	685,052	(18,005)	1,804	668,851
194	17	668,850	-	668,850	(16,243)	652,607	668,851	(18,005)	1,761	652,608
195	17	652,607	-	652,607	(16,286)	636,321	652,608	(18,005)	1,719	636,322
196	17	636,321	-	636,321	(16,329)	619,992	636,322	(18,005)	1,676	619,993
197	17	619,992	-	619,992	(16,372)	603,620	619,993	(18,005)	1,633	603,621
198	17	603,620	-	603,620	(16,415)	587,205	603,621	(18,005)	1,590	587,206
199	17	587,205	-	587,205	(16,458)	570,747	587,206	(18,005)	1,546	570,748
200	17	570,747	-	570,747	(16,502)	554,245	570,748	(18,005)	1,503	554,246
201	17	554,245	-	554,245	(16,545)	537,700	554,246	(18,005)	1,460	537,701
202	17	537,700	-	537,700	(16,589)	521,112	537,701	(18,005)	1,416	521,112
203	17	521,112	-	521,112	(16,632)	504,479	521,112	(18,005)	1,372	504,480

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations have been adopted by Lessor:

1. The driveways, sidewalks, parking lot, exits and entrances shall not be obstructed by Lessee or used for any purpose other than for ingress to and egress from its respective premises. Lessor shall, in all cases, retain the right to control and prevent access by all persons whose presence, in the judgment of Lessor, shall be prejudicial to the safety, character, reputation and interests of the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the tenants normally deal in the ordinary course of business, unless such persons are engaged in illegal activities. Lessee shall not and no employees and invitees of any tenant shall go upon the roof of the Project.

2. No sign shall be attached to or placed in windows without Lessor's prior written approval. No awning or shade shall be affixed or installed over or in the windows of the exterior of the Premises. The windows of the Project shall not be covered or obstructed.

3. Except as is customary in an office and/or shop environment:

A. Electric and computer wiring of any kind shall be introduced and connected as directed by Lessor and no boring or cutting for wires will be allowed except with the consent of Lessor; and

B. The location of telephone service facilities, call boxes, etc., shall be prescribed by Lessor.

4. No additional lock or locks shall be placed by Lessee on any door in the Project if prohibited by local fire department or governmental agency, rule, or regulation and unless

written consent of Lessor shall have first been obtained; which consent shall not be unreasonably withheld.

5. Lessee shall cause its employees to park in areas designated from time to time for employee parking.

6. No aerial or antenna (including "dish" antennas) shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Lessor.

7. All garbage, refuse, or trash shall be placed by Lessee in the receptacles provided by Lessor for that purpose.

8. Lessee agrees that it shall comply with all fire and security regulations that may be issued from time to time by Lessor, (subject to Lessor's obligation under Section 3 of this Lease) and Lessee also shall provide Lessor with the name of a designated responsible employee to represent Lessee in all matters pertaining to such fire or security regulations.

9. Lessee shall see that the doors of the Premises are closed and securely locked before leaving the Premises

10. The requirements of Lessee will be attended to only upon application to the Management Agent.

11. Lessor reserves the right, by written notice to Lessee, to add to, rescind, alter, or waive these Rules and Regulations at any time prescribed for the Project when, in Lessor's reasonable judgment, it is necessary, desirable, or proper for the best interest of the Project and its tenants, provided that no such addition, revocation, alteration, or waiver will adversely affect the use of the premises as then carried on by Lessee unless required by governmental authority or regulation. No assent or consent to any waiver of any part hereof by Lessor in spirit or letter shall be deemed or taken as made except when the same is done in writing and attached to or endorsed hereon by Lessor.

12. Lessee shall not disturb, solicit, or canvass any occupant of the Project and shall cooperate to prevent same.

13. Lessee, its servants, employees, customers, invitees and guests shall, when using the common parking facilities in and around the Project, observe and obey all signs regarding fire lanes and no parking zones, and when parking, always park between the designated lines. Lessor reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no parking zone. All vehicles shall be parked at the sole risk of the owner, and Lessor assumes no responsibility for any damage to or loss of vehicles.

14. All city and county ordinances shall be observed by tenants in the use of this Project and leased Premises.

In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall govern and control.

EXHIBIT C



To: WE Energies Customer Service
Small Commercial Center
Fax: 262-523-7823

RE: 3rd Party Notification Agreement

To Whom It May Concern:

I hereby authorize WE Energies to notify Bear Property Management, Inc. of any disconnect notices concerning my/our accounts for the property address(s) noted below from this date forward. Said notices are to be sent to Bear Property Management, Inc. at 4015 - 80th Street, Kenosha, WI 53142

Property Address:

Approved by:

Accepted by:

Company Name

Bear Property Management, Inc.
Company Name

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title Date

Title Date

WE Energies Account Number

WE Energies Account Number

WE Energies Account Number

WE Energies Account Number

EXHIBIT D

PLAN OF THE PREMISES

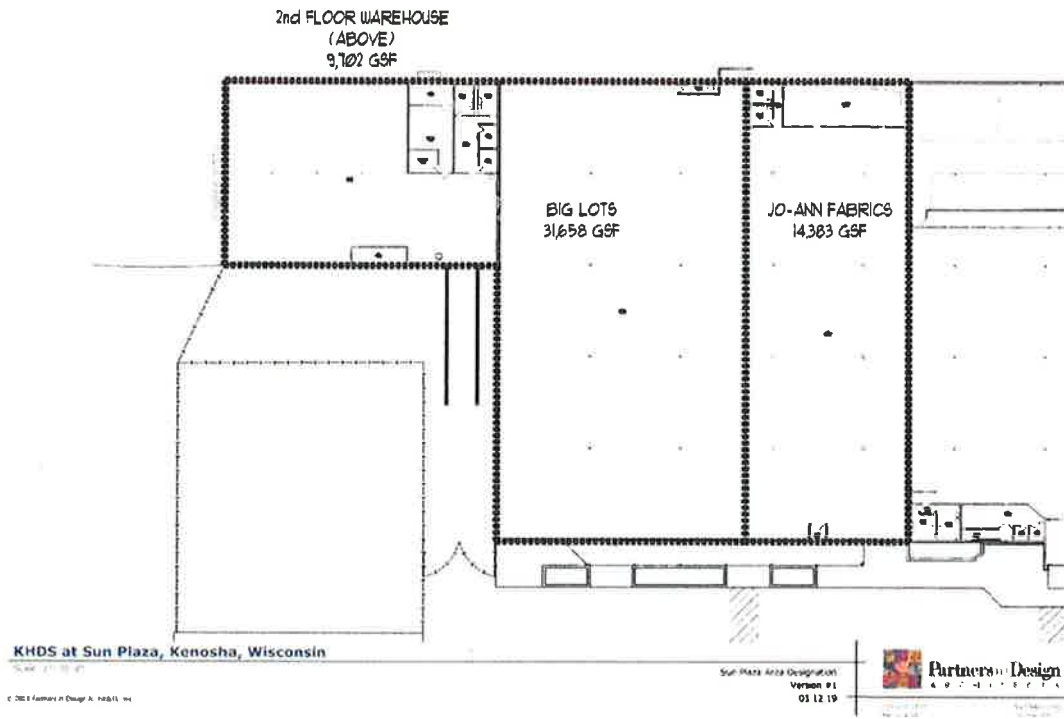


EXHIBIT E

LESSOR'S IMPROVEMENT WORK

- To be supplemented at a later date pursuant to Section 3.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a large, loopy flourish.

County Parcels

Tax Parcel Number:

07-222-25-360-001
07-222-25-360-019
07-222-25-360-018
07-222-25-360-017
07-222-25-360-016
07-222-25-360-015
07-222-25-360-014
07-222-25-360-013
07-222-25-360-012
07-222-25-360-011
07-222-25-360-041
07-222-25-360-042
07-222-25-360-063
07-222-25-360-062
07-222-25-360-061
07-222-25-360-060
07-222-25-360-059
07-222-25-360-058
07-222-25-360-057
07-222-25-360-056
07-222-25-360-055
07-222-25-360-054
07-222-25-360-051
07-222-25-360-052
07-222-25-360-053
07-222-25-360-021
07-222-25-360-022
07-222-25-360-023
07-222-25-360-024
07-222-25-360-025
07-222-25-360-026
07-222-25-360-027
07-222-25-360-028
07-222-25-360-029
07-222-25-360-030
07-222-25-360-065
07-222-25-360-066
07-222-25-360-067
07-222-25-360-068
07-222-25-360-069
07-222-25-360-070
07-222-25-360-071
07-222-25-360-072



07-222-25-360-073
07-222-25-360-074
07-222-25-360-075
07-222-25-360-039
07-222-25-360-038
07-222-25-360-037
07-222-25-360-036
07-222-25-360-035
07-222-25-360-034
07-222-25-360-033
07-222-25-360-032
07-222-25-360-031
07-222-25-360-089
07-222-25-360-088
07-222-25-360-087
07-222-25-360-086
07-222-25-360-085
07-222-25-360-084
07-222-25-360-083
07-222-25-360-082
07-222-25-360-081
07-222-25-360-080
07-222-25-360-076
07-222-25-360-077
07-222-25-360-078
07-222-25-360-079
07-222-25-360-091
07-222-25-360-092
07-222-25-360-093
07-222-25-360-094
07-222-25-360-095
07-222-25-360-096
07-222-25-360-097
07-222-25-360-098
07-222-25-360-099
07-222-25-360-100
07-222-25-360-101
07-222-25-360-102
07-222-25-360-103
07-222-25-360-104
07-222-25-360-105
07-222-25-360-106
07-222-25-360-107
07-222-25-360-108
07-222-25-360-109
07-222-25-360-114

**MEMORANDUM OF UNDERSTANDING BETWEEN KENOSHA COUNTY, CITY OF KENOSHA AND BEAR
DEVELOPMENT, LLC RELATING TO THE DEVELOPMENT OF THE K.A.T. SUBDIVISION AND CERTAIN
ADJACENT LANDS**

This Memorandum is hereby entered into by and between Kenosha County (the "County"), the City of Kenosha (the "City") and Bear Development, LLC, or its assigns ("Bear").

WHEREAS, the County is the owner of 88 single family lots (the "County Lots") and Outlot 4 of the K.A.T. Subdivision in the City of Kenosha and as more particularly itemized on the attached Exhibit A.

WHEREAS, the City is the owner of 4 single family lots (the "City Lots") and Outlot 1 and 2 of the K.A.T. Subdivision in the City of Kenosha as more particularly itemized on the attached Exhibit B.

WHEREAS, the County Lots, the City Lots, Outlots 1, 2 and 4 shall hereinafter collectively be referred to as the "Property."

WHEREAS, Kenosha Human Development Services ("KHDS") contracts with the County to provide a number of services and the County pays KHDS for these services.

WHEREAS, the contractual fees paid by the County to KHDS factor in operating and leasing expenses of KHDS.

WHEREAS, the parties acknowledge that KHDS is obligated to an affiliate of Bear; BREG6, LLC for certain leasehold improvements and other payments pursuant to a Lease Agreement dated March 18, 2019 (the "KHDS Obligation").

WHEREAS, the grant and reduction given by BEAR to KHDS as a result of the County transferring the County Lots and Outlot 4 to the City's, shall directly reduce the KHDS Obligation and thereby reduce the operating expenses subsequently charged to the County by KHDS pursuant to KHDS's contractual relationship to BREG6, LLC.

WHEREAS, this Memorandum confirms the discussions between the County, the City and Bear regarding the transfer and development of the Property and the consideration to be provided by the parties to this Memorandum.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The City and the County shall execute an agreement pursuant to Section 75.69(2), Wis. Stats, whereby the County shall transfer by quit-claim deed the County Lots and Outlot 4 to the City (hereinafter "the County-City Agreement"), subject to the following terms:
 - A. Upon execution of the County-City Agreement and the delivery of the quit claim deed referenced in Section 1.B hereof, Bear shall grant and acknowledge in writing an immediate reduction of the KHDS obligation in the full amount of \$1,238,600.



- B. The delivery of the quit-claim deeds by the County to the City shall be contingent upon approval by the City Common Council of the Developer Entitlements (as hereinafter defined) and the execution of the Purchase and Sale Agreement between Bear and the City ("Purchase and Sale Agreement") as described in Section 2 hereof.
 - C. The delivery of the quit-claim deeds by the County to the City shall occur not less than 30 days following the satisfaction of the contingencies set forth in Section 1.B. hereof (the City Common Council's approval of the Developer Entitlements and the Purchase and Sale Agreement).
2. Upon approval by the County Board, Common Council and execution of the County-City Agreement referenced in Section 1 hereof, Bear (or an affiliate of Bear) and the City shall enter into a Purchase and Sale Agreement for the sale of the Property from the City to Bear, subject to the following terms:
- A. The Purchase Price to be paid by Bear to the City in the amount of \$336,400. (Note: Purchase price is based upon \$255,000 purchase price for the City Lots plus outstanding special assessments associated with the County Lots @ 88 lots x \$925 per lot = \$81,400).
 - B. The Purchase Price shall be evidenced by a promissory note issued by Bear to the City (the "City Note"). The City Note will be subject to the following terms:
 - The Note shall not accrue interest.
 - Payments shall be made on the Note as set forth in Section 5 hereof.
 - The term of the Note shall be Five Years. Any remaining unpaid balance shall be paid in full by Bear at the end of the term.
 - C. The purchase of the property by Bear from the City (the "Closing") shall be contingent upon the approval by the Common Council of the Developer Entitlements (as hereinafter defined).
 - D. The Closing shall occur not less than 30 days following the delivery of the quit-claim deeds by the County to the City. The County shall not be responsible for paying either the City or Bear any costs associated with this Closing.
3. Upon execution of this Memorandum, Bear shall diligently pursue and work with City Staff, the City Plan Commission, appropriate City Committees and the Common Council to obtain the required approval of the following items (hereinafter and previously referred to as the "Developer Entitlements"):
- A. The Purchase and Sale Agreement between the City and Bear referenced in Section 2 hereof.

- B. A Plat of Subdivision which subdivides Outlot 1 into 13 additional single-family residential lots.
- C. A petition to re-zone the land known as Parcel No. 07-222-25-327-001 (the "Multi-family Parcel") owned by Bear's affiliate.
- D. A Development Agreement for the Property, which includes provisions that (a) all infrastructure including stormwater detention/retention facilities required by the City and the City of Kenosha Water Utility be completed and accepted within five (5) years (b) prohibiting the development of any City or County lot pursuant to any rent to own program and (c) any other agreements related to the Development Agreement including, but not limited to, Stormwater Management Facilities Maintenance Agreement(s).
- E. A Development/TIF Agreement for the Property containing the following terms:
 - A 100% developer funded TIF to partially fund the eligible project costs needed to develop the Property.
 - Bear shall timely pay any and all permit and impact fees to the City in accordance with applicable ordinances associated with the development of the Property.
 - The extension of TID #10 through 2035 with the final TIF payment to be made to Bear in 2036.
 - The City shall, as a development incentive, and to reimburse Bear for certain project costs, issue a revenue bond (the "Bond") to Bear, in a form acceptable to Bear and the City in an amount not to exceed \$5,350,000. Until the expiration of TID #10, the City shall make annual payments on the Bond, in an amount equal to (but not in excess of) the aggregate amount of tax increment generated on the Property, or any parcel located within TID #10 as identified on the attached Exhibit C (the "Bear Parcels"), or any parcel within said TID #10 hereinafter acquired by Bear or its affiliates during the life of said TID #10. The City agrees that it will not apply any tax increment revenue generated by any of the foregoing parcels for any purpose prior to the payment of the Bond.
 - Bear may assign the TIF payments to be made under the Development/TIF Agreement, or portions thereof; to the Property, one or more of its affiliated developments within TID #10, or any combination thereof, in Bear's discretion.
- 4. In the event that the Developer Entitlements have not been obtained by Bear on or before October 31, 2020; the reduction by Bear of the KHDS obligation is not granted in accordance with paragraph 1.A., or any party breaches its obligations under this Agreement, the County-City Agreement and the Purchase and Sale Agreement set forth in Sections 1 and 2 hereof

shall be null and void and no obligation or liability whatsoever is owed to or by any party hereto nor shall any party be entitled to make any claim for damages or expenses associated with this Memorandum. The parties hereto expressly agree and understand this Memorandum is no more than agreement to agree.

5. At the time of the Closing of the sale of any lot by Bear to a buyer (other than an affiliate of Bear), and until such time as the City Note has been paid in full, Bear shall pay to the City the sum of \$15,000 for each such Lot sold, and such sum(s) shall be applied to the balance of the City Note.
6. Bear acknowledges that any and all private drainage facilities for the Property, including the retention pond located on Outlot 4, will be maintained by Bear, until such time as they are conveyed to a private Homeowner's association. Homeowner's association and Bear will enter into an agreement under the Declaration of Restrictions, Covenants and Easements guaranteeing that property taxes will be paid on the outlots for this development by the Homeowner's association or its successor owner. The maintenance and management of such facilities will be governed by an appropriate Declaration of Restrictions, Covenants and Easements to be drafted by Bear, acceptable to the City, and recorded against the title to the Property; with a copy being provided to the City and County. The parties acknowledge that upon delivery of the quit claim deed described under Section 1 hereof for the County Lots, that the County shall not be responsible for any maintenance obligations or liabilities attributable to any such drainage facilities or with respect to the County Lots.
7. No forbearance or waiver of any term of this Memorandum shall be construed as a waiver of any other term of this Memorandum or any other instance or particular covered by this Memorandum.
8. This Memorandum was mutually drafted by the County, the City and Bear. Each of the undersigned hereby represent and warrant that they have the requisite power and authority to execute this Memorandum and that the execution and delivery of this Memorandum by the undersigned has been approved by all action required by law.
9. The parties agree that this Memorandum shall be governed by the laws of the State of Wisconsin.
10. This Memorandum may be executed in two (2) or more counterparts, all of which shall be considered one and the same Memorandum and it shall become effective when one or more counterparts have been signed by each of the parties.
11. Any notice required to be given to any party to this Memorandum shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to the City:	Office of the City Administrator Municipal Building, Room 300, 625 - 52 nd Street, Kenosha, Wisconsin 53140
With a copy to:	Office of the City Attorney Municipal Building, Room 201, 625 - 52 nd Street, Kenosha, Wisconsin 53140.
If to Kenosha County:	County Executive, 1010 56 th Street, Kenosha, Wisconsin 53140.
With a copy to:	Corporation Counsel's Office 912 56 th Street, LL13 Kenosha, WI 53140
If to Bear:	Bear Development, LLC Attn: Stephen R. Mills 4011 80 th Street Kenosha, WI 53142

Signature page follow

Signed this ____ day of _____, 2019.

Jim Kreuser, County Executive

Signed this ____ day of _____, 2019.

John M. Antaramian, Mayor

Signed this ____ day of _____, 2019.

Debra Salas, City-Clerk Treasurer

Signed this ____ day of _____, 2019.

Stephen R. Mills, CEO
Bear Development, LLC

Exhibit A

County Parcels

Tax Parcel Number:

07-222-25-360-001
07-222-25-360-019
07-222-25-360-018
07-222-25-360-017
07-222-25-360-016
07-222-25-360-015
07-222-25-360-014
07-222-25-360-013
07-222-25-360-012
07-222-25-360-011
07-222-25-360-041
07-222-25-360-042
07-222-25-360-063
07-222-25-360-062
07-222-25-360-061
07-222-25-360-060
07-222-25-360-059
07-222-25-360-058
07-222-25-360-057
07-222-25-360-056
07-222-25-360-055
07-222-25-360-054
07-222-25-360-051
07-222-25-360-052
07-222-25-360-053
07-222-25-360-021
07-222-25-360-022
07-222-25-360-023
07-222-25-360-024
07-222-25-360-025
07-222-25-360-026
07-222-25-360-027
07-222-25-360-028
07-222-25-360-029
07-222-25-360-030
07-222-25-360-065
07-222-25-360-066
07-222-25-360-067
07-222-25-360-068
07-222-25-360-069
07-222-25-360-070

07-222-25-360-071
07-222-25-360-072
07-222-25-360-073
07-222-25-360-074
07-222-25-360-075
07-222-25-360-039
07-222-25-360-038
07-222-25-360-037
07-222-25-360-036
07-222-25-360-035
07-222-25-360-034
07-222-25-360-033
07-222-25-360-032
07-222-25-360-031
07-222-25-360-089
07-222-25-360-088
07-222-25-360-087
07-222-25-360-086
07-222-25-360-085
07-222-25-360-084
07-222-25-360-083
07-222-25-360-082
07-222-25-360-081
07-222-25-360-080
07-222-25-360-076
07-222-25-360-077
07-222-25-360-078
07-222-25-360-079
07-222-25-360-091
07-222-25-360-092
07-222-25-360-093
07-222-25-360-094
07-222-25-360-095
07-222-25-360-096
07-222-25-360-097
07-222-25-360-098
07-222-25-360-099
07-222-25-360-100
07-222-25-360-101
07-222-25-360-102
07-222-25-360-103
07-222-25-360-104
07-222-25-360-105
07-222-25-360-106
07-222-25-360-107
07-222-25-360-108
07-222-25-360-109
07-222-25-360-114

Exhibit B
City Parcels

Tax Parcel Number:

07-222-25-360-020

07-222-25-360-040

07-222-25-360-090

07-222-25-360-064

07-222-25-360-111

07-222-25-360-112

07-222-25-360-113

Exhibit C
Bear Parcels

Tax Parcel Number:

07-222-25-327-001

07-222-25-326-011

07-222-25-327-002



M E M O R A N D U M

OFFICE OF CORPORATION COUNSEL

TO: Kenosha County Finance Committee

FROM: John F. Moyer
Sr. Assistant Corporation Counsel

DATE: November 26, 2019

RE: Rescission of Tax Deeds Review

This memo will summarize materials for review by the Finance Committee in reviewing local policy and/or legislation concerning the rescission of tax deeds. The following materials are pertinent in considering the issue:

- 1) A copy of Kenosha County Ordinance (3.63 TAX DEED LANDS) which was enacted in October, 1989, revised in March, 1990, and repealed in November, 1993.
- 2) Sec. 75.35(3) Wis. Stats which provides the authority and guidance for enacting such an ordinance.
- 3) Sec. 75.22 Wis. Stats. which provides authority for a county board to make an order of cancellation for a tax deed to be found to be invalid under certain circumstances.
- 4) Sec. 74.33 Wis. Stats. which lists certain bases for refunding or rescinding general property tax.
- 5) Sec. 74.37 Wis. Stats. outlining the process for a claim on excessive assessment.
- 6) A Kenosha County website (property inquiry) summary of the taxes due in the Simmers case and history of recent tax collection for the parcel.
- 7) Materials put together by the Kenosha County Clerk's Office which include a payoff amount reflective of taxes, interest, penalties and costs. Also attached is a chronology of the tax deed process and supporting documents.

These materials are provided to the Committee to assist in discussion of this issue and to understand the particulars of the case itself and legal approaches to address the question.

37-4-121-312-0272 11713 212th Ave

- Mr. Simmers acquired the property by warranty deed on 8/25/1993.
- Kenosha County Tax Deeded the parcel on 8/26/2019 due to non-payment of real estate taxes.

Mr. Simmers owned this property from 1993 – 2019, in 26 years of ownership, there are **12 full years of non-payment** towards his real estate taxes. His tax payment history dating back to 1994 real estate taxes, shows that he has been **consistently delinquent**. In the material he provided to the Finance Committee, he states that he had been current and his difficulty in paying started in 2015. As you can see below, the payment history on his real estate taxes, he has never been current since owning the property. It appears he just barely kept himself out of the tax deed process. Each payment was towards taxes that were already delinquent.

The Specials/Special Assessments are delinquencies to the Village of Bristol for unpaid water/storm utility/weeds, etc.

According to Register of Deeds there has not been a mortgage on this property recorded with their office.

1995 March 21 1995 partial payment applied to the **delinquent 1994 taxes**

1996 – NO PAYMENTS RECEIVED

1997 August 15 1997 payment applied to the remaining **delinquent 1994 taxes**

1998 January 5 1998 payment applied to the **delinquent 1995 taxes and special assessments**
a portion applied to the **delinquent 1996 Special assessments**

1999 March 29 1999 partial payment applied to the **delinquent 1996 taxes and specials**
April 26 1999 payment applied to remaining **delinquent 1996 taxes**
partial payment applied to **delinquent 1997 special assessments**
September 17 1999 payment applied to remaining **delinquent 1997 taxes and specials**

A FULL YEAR PASSES BEFORE ANY OTHER PAYMENTS ARE RECEIVED

2000 December 26 2000 payment applied to **delinquent 1998 taxes and special assessments**

2001 May 11 2001 payment applied to **delinquent 1999 Special assessments only**

A FULL YEAR PASSES BEFORE ANY OTHER PAYMENTS ARE RECEIVED

2002 July 29 2002 payment applied to **delinquent 1999 taxes and special assessments**

2003 March 17 2003 payment applied to **delinquent 2000 taxes and special assessments**
September 11 2003 payment applied to **delinquent 2000 taxes**

2004 May 7 2004 payment applied to delinquent 2001 taxes and special assessments
 payment applied to delinquent 2002 taxes and special assessments
 payment applied to delinquent 2003 taxes and special assessments
 May 28 2004 Payment applied to remaining delinquent 2003 taxes

2005 October 14 2005 payment applied to delinquent 2004 taxes and special assessments

2006 – NO PAYMENTS RECEIVED

2007 March 30 2007 payment applied to remaining delinquent 2004 taxes
 payment applied to delinquent 2005 taxes and special assessments

A FULL YEAR PASSES BEFORE ANY OTHER PAYMENTS ARE RECEIVED

2008 March 31 2008 payment applied to remaining delinquent 2005 taxes
 June 19 2008 payment applied to delinquent 2006 special assessments only
 September 11 2008 payment applied to delinquent 2006 special assessments only

2009 January 30 2009 payment applied to delinquent 2006 taxes and special assessments
 March 31 2009 payment applied to delinquent 2006 taxes
 September 25 2009 payment applied to remaining delinquent 2006 taxes

A FULL YEAR PASSES BEFORE ANY OTHER PAYMENTS ARE RECEIVED

2010 November 1 2010 payment applied to delinquent 2007 taxes and special assessments
 payment applied to delinquent 2008 taxes and special assessments

2011 – NO PAYMENTS RECEIVED

2012 November 14 2012 payment applied to delinquent 2009 taxes and special assessments
 payment applied to delinquent 2010 taxes and special assessments

2013 – NO PAYMENTS RECEIVED

2014 – NO PAYMENTS RECEIVED

2015 March 9 2015 payment applied to delinquent 2011 special assessments
 March 16 2015 payment applied to remaining delinquent 2011 taxes and specials

A FULL YEAR PASSES BEFORE ANY OTHER PAYMENTS ARE RECEIVED

2016 May 6 2016 payment applied to delinquent 2012 taxes and specials
 partial payment applied to the delinquent 2013 taxes and specials
 May 16 2016 payment applied to remaining delinquent 2013 taxes

2017 – NO PAYMENTS RECEIVED

2018 January 10 2018 payment applied to **delinquent 2014 taxes and specials**

2019 – NO PAYMENTS RECEIVED

- All Tax Deed Procedures were followed per State Statute
- In February 2019, the County Treasurer attempted service (5 times) for the Notice of Application for Issue of Tax Deed. Each time the same vehicle registered to Mr. Simmers was in the driveway. No one answered the door. **EXHIBIT "A"**
- The County Treasurer, per statute, published notice 3x, May 8, 15, 22, 2019. **EXHIBIT "B"**
- On July 18, 2019, the County Treasurer sent via USPS first class mail, the letter of final notice, not required by statute, but the County going above and beyond, which was not returned as undeliverable. **EXHIBIT "C"**
- The County Treasurer keeps notes regarding parcels. There is no record of undeliverable mail, phone calls, any communication prior to the tax deed. **EXHIBIT "D"**
- There is also no record of any attempts from Mr. Simmers to set up a payment plan for his delinquent taxes. Though, he was aware of this option as he stated in his email to the County Treasurer. **EXHIBIT "E"**
- Mr. Simmers argues that the property was over assessed. Please see the email from Assessor Rocco Vita, in which he states it appears Mr. Simmers may have refused his assessor access. Also, that the assessment includes the garage and that the value placed on his home is excessively low. I also talked with Rachel, a technician for Associated Appraisals, their records indicate the last letter they sent Mr. Simmers was the 2013 re-evaluation assessment. They have no record of any communications, appointments or challenges to the assessment. **EXHIBIT "F"**
- Corporation Council, John Moyer informed Mr. Simmers that any challenge to the assessments would have had to been made prior to the tax deed. Kenosha County is obligated to enforce tax laws regarding non-payment of real estate taxes. **EXHIBIT "G"**
- Please note that Mr. Simmers, himself claims that only 25% of the home is habitable, which brings into question if it is safe for anyone to be living in this property. **EXHIBIT "H"**
- Please see the attached email from **Village of Bristol Administrator, Randy Kerkman**, in which the **Village of Bristol recommends that Kenosha County retain ownership** and to eventually sell to someone who will correct the issues. **EXHIBIT "I"**

- Please note the Letter Report for Southshore Title dated 12/17/2018, states there are no open mortgages or liens on record for this parcel. From my research on this parcel, I found there has never been a mortgage recorded with the Register of Deeds on this parcel while Mr. Simmers has owned it. **EXHIBIT "J"**
- If paid by December 2019
Amount of taxes, specials, interest, penalty and fees due as of December 2019 - \$16,799.94
EXHIBIT "K"
- If paid by January 2020
Amount of taxes, specials, interest, penalty and fees due as of January 2020 - \$16,927.82
EXHIBIT "L"

JUDY BUSCHE LLC
PO BOX 972 KENOSHA WI 53144
PHONE (262)-654-7086 FAX 262-654-4372

EXHIBIT "A"

AFFIDAVIT OF ATTEMPTED SERVICE

The Affiant, being first duly sworn on oath states the following:

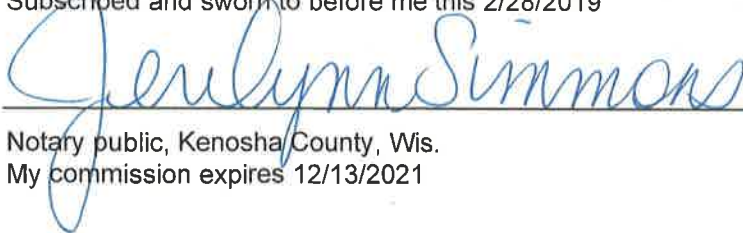
1. That he/she is an adult resident of the County of Kenosha, State of Wisconsin, and not a party to this action.
2. That, with due diligence, he/she attempted to personally serve the described papers on the person, at the place, and on the date as follows:

CASE #	37-4-121-312-0272	FILE #	37-4-121-312-0272	COURT DATE
ACTION ENTITLED	KENOSHA COUNTY			
(and) (vs)	JOHN F SIMMERS			
Papers Served	NOTICE OF APPLICATION FOR ISSUE OF TAX DEED(37-4-121-312-0272)			
Person Served	JOHN F SIMMERS			
Place of Service	11713 212TH AVENUE BRISTOL, WI 53104			

Date	Time	Comments
2/18/2019	1512	No answer, car in driveway SEMPR5 is registered to John.
2/19/2019	1022	No answer at door, his car was there.
2/24/2019	1501	Access to the house was blocked. His car was there.
2/25/2019	1817	Access blocked still, his car was there.
2/27/2019	1336	No answer at door, his car was there.


Ron Sabby

Subscribed and sworn to before me this 2/28/2019


Notary public, Kenosha County, Wis.
My commission expires 12/13/2021



Service Fee \$40.00

KENOSHA COUNTY TREASURER OFFICE



COUNTY OF KENOSHA TREASURER'S OFFICE

Teri A. Jacobson
Kenosha County Treasurer

Nanete M Shumway
Chief Deputy Treasurer

1010 56th Street
Kenosha WI 53140-3738
Phone (262) 653-2542
Fax (262) 653-2564
TJacobso@co.kenosha.wi.us

January 15, 2019

RE: Kenosha County Delinquent Taxes

JOHN F SIMMERS
11713 212TH AVE
BRISTOL WI 53104-9680

Dear Owner:

The attached documents contain important information regarding delinquent taxes on property owned by you in Kenosha County. Please read all the information, as serious consequences may occur if delinquent property taxes are not paid. This letter is part of the tax deed process (similar to foreclosure) for delinquent taxes as dictated by WI State Statute (Chapter 75). Included with this letter is the Notice of Application for Tax Deed and the current Unpaid Real Estate Property Tax Statement.

The Notice of Application of Tax Deed is the legal notice that you have unpaid taxes that date to 2015, or earlier, that must be paid within 3 months. This document is sent to you and all lien holders identified by a title search conducted for the County. **If this account is not paid in full 3 months after you receive this notice, Kenosha County, by state law, will take title to your property and you will no longer own it.**

The Unpaid Real Estate Property Tax Statement is a summary of all outstanding property taxes with the penalty and interest due through the month listed. State statute and County ordinance require the Treasurer to charge 1.5% penalty and interest per month (18% per annum) on delinquent property taxes. It may be in your best interest to pay the entire amount to avoid the tax deed process in the future and minimize interest and penalty charges.

If you have any questions, or need the current amount due, our office hours are Monday through Friday 8:00am-5:00pm.

Sincerely,

Teri Jacobson
Kenosha County Treasurer

NOTICE OF APPLICATION FOR ISSUE OF TAX DEED

(Sec. 75. 12 Wisconsin Statutes)

TO: 37-4-121-312-0272
JOHN F SIMMERS
11713 212TH AVE
BRISTOL, WI 53104-9680

MORTGAGE

YOU ARE NOTIFIED THAT KENOSHA COUNTY is the owner and holder of tax certificate(s) issued by the COUNTY TREASURER of KENOSHA COUNTY, STATE OF WISCONSIN, upon the sale, for the amount as set forth below:

TOTALING TWO THOUSAND AND THREE HUNDRED THIRTY-FIVE DOLLARS and 41 cents, for the unpaid taxes on the following described lands, situated in said county and state, to wit:

DESCRIPTION OF PROPERTY	YEAR OF TAX	YEAR OF SALE	CERTIFICATE DATE	CERTIFICATE NUMBER	CERTIFICATE AMOUNT
11713 212TH AVE,	2015	2016	9/1/2016	1040057	\$1,309.20
VILLAGE OF BRISTOL, WI	2015	2016	9/1/2016	1040057 S	\$1,026.21
TOTAL OF ALL CERTIFICATES					\$2,335.41
Lot Two (2) in Block Three (3) Second Addition to Lake Shangri-La Beach, a subdivision of the Northwest Quarter of Section 31, Town 1 North, Range 21 East of the Fourth Principal Meridian, and lying and being in the Village of Bristol, County of Kenosha and State of Wisconsin.					

PLUS INTEREST AND PENALTY

THAT such amounts will bear interest as provided by law. (Consult the County Treasurer for the amounts of the interest and penalty.)

THAT after the expiration of three months from the date of service of this notice, a tax deed of lands described in said certificates will be applied for.

DATED AT KENOSHA, WISCONSIN THIS 15th DAY of JANUARY 2019.

BY:


TERI A JACOBSON, COUNTY TREASURER

KENOSHA COUNTY TREASURER
1010 56TH ST
KENOSHA WI 53140-3738

NOTICE DATE: 01/15/2019

YEAR

TOTAL

37-4-121-312-0272

2015

3681.54

37-4-121-312-0272

2016

1972.08

37-4-121-312-0272

2017

2778.38

Total Amount Due If Paid On or Before 01/31/2019	\$8,432.00
---	-------------------

JOHN F SIMMERS
11713 212TH AVE
BRISTOL WI 53104-9680



PLEASE DETACH AND RETURN UPPER PORTION WITH REMITTANCE

NOTICE OF REAL ESTATE TAX DUE

(PROPERTY OWNER NAME ON RECORD)

JOHN F SIMMERS
11713 212TH AVE
BRISTOL WI 53104-9680

REMIT TO:

NOTICE DATE: 01/15/2019

KENOSHA COUNTY TREASURER
1010 56TH ST
KENOSHA WI 53140-3738

PROPERTY NUMBER YEAR	CERT #	TAX PAID	OTHER CHARGES PAID	UNPAID TAX BALANCE	INTEREST & PENALTY DUE	OTHER CHARGES DUE	TOTAL DUE
37-4-121-312-0272							
			VILLAGE OF BRISTOL		11713 212TH AVE		
2015	1040057	0.00	0.00	2,335.41	1,261.13		
					TREASURER TAX DEED FEES	85.00	3,681.54
2016	556	0.00	0.00	1,450.06	522.02	0.00	1,972.08
2017	432	0.00	0.00	2,354.56	423.82	0.00	2,778.38
2015 - 2017 PROPERTY TOTAL				6,140.03	2,206.97	85.00	8,432.00

Total Amount Due If Paid On or Before

01/31/2019-----> \$8,432.00

NOTICE OF TAX DEED PROCESS

Assessed Valuation From Tax Roll of 2017

LAND	\$ 37,200.00
IMPROVED	<u>\$ 38,400.00</u>
TOTAL	\$ 75,600.00

AFFIDAVIT OF ATTEMPTED SERVICE

EXHIBIT "B"

STATE OF WISCONSIN
KENOSHA COUNTY

I, Teri Jacobson, being sworn, states:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. That on 02/27/2019 service of Notice of Tax Deed was attempted on Parcel #: 37-4-121-312-0272.

x Personal Service (see attached affidavit)

 By Certified Mail on:

Name: John F. Simmers
At: 11713 212th Ave
Bristol, WI 53104-9680

3. Service was not completed on the above named because:

x Unable to locate person at last known address.

 Returned by U.S. Postal Service as not deliverable because:

 Other: _____

Teri A Jacobson
Signature

Kenosha County Treasurer
Title

Signed and sworn before me on

May 24, 2019.

By Janette M. Shumway
Notary Public, State of Wisconsin

My Commission Expires March 25, 2023.

✓

4224-HU Special, Tony and Leslie Berndt, Owner. Parcel #75-4-120-181-1395 NKA #70-4-120-1395. Lot 9 in Block 11, North Silver Lake Estates, being a Subdivision of Sections 7, 8, 17 and 18 all in Township 1 North, Range 20 East of the Fourth Principal Meridian, lying and being in the Village of Salem Lakes, Kenosha County, Wisconsin.

TAX CERTIFICATES ISSUED:

09/01/16
#2410959 sold for \$44.02 Tax. Manuel Lomeli, Owner. Parcel #09-222-36-409-009. The North 1/2 of Lot 5, Block 10 of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16
#1860023 sold for \$3,635.87 Tax and \$642.96 Special. John C Prill, Owner. M&I Bank, Mortgage; BMO Harris Bank, Mortgage. Parcel #85-4-119-212-1020. Parcel B of Certified Survey Map No. 507, recorded on March 16, 1978 recorded in Volume 1013 of Certified Survey Maps, page 134, Document No. 631782, being part of Lots 4 and 5, Block 1, First Addition to Twin Lakes Estates, a subdivision of Section 21, Town 1 North, Range 19, East of the Fourth Principal Meridian, Said land being in the Village of Twin Lakes, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/11, 09/04/12, 09/03/13, 09/02/14, & 09/01/15, & 09/01/16
#1860139 sold for \$160.58 Tax;
#1860117 sold for \$160.10 Tax;
#1860102 sold for \$141.21 Tax;
#1860108 sold for \$144.14 Tax;
#1860084 sold for \$128.81 Tax;
#1860083 sold for \$389.44 Tax. Van Woods Estates Water Works, Owner. Parcel #96-4-119-284-3110. Legal Description: Part of the Southeast 1/4 of Section 28, Town 1 North, Range 19 East, Kenosha County, Wisconsin, described as follows, to-wit: Beginning at the Southwest corner of Lot 5 of Block 4 of Van Woods Estates Addition No. One; thence South 150 feet; thence East 100 feet; thence North to the South line of said Block 4; thence North 49 degrees 42 minutes 24 seconds West to the Southwest corner of said Lot 5 of Block 4; thence North 70 degrees 11 minutes 32 seconds West, 71 feet to the place of beginning, together with a 20 foot wide easement to Walnut Road over adjacent lands, together with all right, title and interest in and to the water system owned by Van Woods Estates Waterworks Co., Inc., located in the Van Woods Estates Subdivision, in the Village of Twin Lakes, Kenosha County, Wisconsin.
And that after the expiration of three months from the last publication of this notice, a deed of the land described in these certificates will be applied for, Kenosha County.
Terri Jacobson
Kenosha County Treasurer
Published: May 8, 15, 22, 2019

Both of
WNAXLP

STATE OF WISCONSIN
COUNTY OF KENOSHA

ss.

Nicholas A Doecke being duly sworn, on

oath says, that he/she is one of the printers of THE KENOSHA NEWS, a daily newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA NEWS for the term of

3 weeks, once each week successively, commencing the
8TH day of May, A.D. 2019, and ending
May 22 A.D. 2019.

Nicholas Doecke

Subscribed and Sworn To before me this 27ND
Day of May, A.D. 2019.

Nicholas Doecke

Notary Public

Nicholas A Doecke
Notary Public
State of Wisconsin

My commission expires 9/26/21

Wisconsin state requirements require that elementary schools must meet a

PROOF OF PUBLIC

ST 02625 S88-100N-50W, Owners, Parcel #37-4-121-312-0272, Lot Two (2) in Block Three (3) Second Addition to Lake Shang-La Beach, a subdivision of the Northwest Quarter of Section 31, Town 1 North, Range 21 East of the Fourth Principal Meridian, Col and lying and being in the Village of Bristol, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:

TX 09/01/18 #1610032 sold for \$3,814.71 Tax and #12 \$294.40 Special, Tony and Leslie Berndt, Owner, Parcel #75-4-120-181-Spl 1395 NKA #70-4-120-181-1395, Lot 9 in Pal Block 11, North Silver Lake Estates, 12, being a Subdivision of Sections 7, 8, 17 and 18 all in Township 1 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Salem Lakes, Kenosha County, Wisconsin.

TAX CERTIFICATES ISSUED:

TX 09/01/18 #2410959 sold for \$44.02 Tax, Manuel W. Lomell, Owner, Parcel #09-222-36-409-71009, The North 1/2 of Lot 5, Block 10 of Bair's Subdivision, of part of the South-east 1/4 of Section 36, Township 2 North, Range 22 East of the Fourth Principal Meridian, Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:

TX 09/01/18 #1860023 sold for \$3,835.87 Tax and #842.96 Special, John C. Pihl, Owner, M&I Bank, Mortgage: BMO Harris Bank, Mortgage, Parcel #85-4-119-212-1020, Parcel B of Certified Survey Map No. 507, recorded on March 16, 1978, recorded in Volume 1013 of Certified Survey Maps, page 134, Document No. 631782, being part of Lots 4 and 5, Block 1, First Addition to Twin Lakes Estates, a subdivision of Section 21, Town 1 North, Range 19, East of the Fourth Principal Meridian, Said land for van Woods Estates, LLC, LLC, One: thence South 150 feet; thence East 100 feet; thence North to the South line of said Block 4; thence North 49 degrees 42 minutes 24 seconds West to the Southwest corner of said Lot 5 of Block 4; thence North 70 degrees 11 minutes 32 seconds West, 71 feet to the place of beginning, together with a 20 foot wide easement to Walnut Road over adjacent lands, together with all right, title and interest in and to the water system owned by Van Woods Estates Waterworks Co., Inc., located in the Van Woods Estates Subdivision, in the Village of Twin Lakes, Kenosha County, Wisconsin.

And that after the expiration of three months from the last publication of this notice, a deed of the land described in these certificates will be applied for,

Kenosha County Treasurer

Teri Jacobson

Kenosha County

Published: May 8, 15, 22, 2019

WAXALP

Illig (Kajef) 100085 Wisconsin, the undersigned, on March 8, 2019, at Kenosha, Wisconsin.

STATE OF WISCONSIN

ss.

COUNTY OF KENOSHA

Jennifer D. Smith

being duly sworn, on

oath says, that he/she is one of the printers of THE KENOSHA NEWS, a daily newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA NEWS for the term of

3 weeks, once each week successively, commencing the 8th day of May, A.D. 2019, and ending

May 22, A.D. 2019.

Jennifer D. Smith

Subscribed and Sworn To before me this 22nd day of May, A.D. 2019.

Nicholas Doecke

Notary Public

Nicholas A Doecke
Notary Public
State of Wisconsin

My commission expires 9/16/21

Legal/Public Notices

said Section 27, and the corner of said highway, thence southerly 253 feet, more or less, to the said north bank of said creek and to the point of beginning said land being in the Village of Salem Lakes, County of Kenosha, State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16
#2411113 sold for \$1,780.16 Tax and \$653.57 Special. Two Amigos LLC, Owner. Occupant: TCF National Bank Mortgage. Parcel #12-223-30-125-018. The South 55 feet of Lot 1 in Block 6 of RICE PARK ADDITION TO KENOSHA, being part of the Northwest Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16 & 09/01/16
#2411075 sold for \$2,553.04 Tax and \$419.56 Special. #211038 sold for \$2,665.91 Tax and \$453.36 Special. Foreclosure Property Serv LLC, Owner. Mark Jay Hawkins, Registered Agent. Occupant: Parcel #11-223-30-125-020. Lot 10 in Block 4 of Smithville Subdivision of Block 25 and part of Block 26 in the Southeast 1/4 of Section 30, Township 2 North, Range 23 East of the Fourth Principal Meridian, as per Plat and Survey of said Smithville Subdivision now on file and of record in the Office of the Register of Deeds, in and for Kenosha County. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16
#2410518 sold for \$2,627.42 Tax and \$257.17 Special. Joseph Paulin, Owner. Public Trust. Owner, Parcel #11-223-30-125-014. Part of the East 1/2 of the Southeast 1/4 of Section 6 in Town 1 North, Range 23 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at a point on the West line of the East 1/2 of said 1/4 Section which is 2 chains and 5 links North of the South line of said 1/4 section; thence East parallel with the North line of said 1/4 section 180 feet, thence North parallel with the West line of said East 1/2 of said 1/4 section 30 feet; thence West parallel with the South line of said 1/4 section and to the said West line of said East 1/2; thence South on and along said West line of said East 1/2 35 feet and to the point of beginning, and lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16
#1010257 sold for \$1,399.20 Tax and \$1,500.21 Special. John F. Somers, Owner. Parcel #27-4-121-312-0272. Lot Two (2) in Block Three (3) Second Addition to Lake Shangan-La Beach, a subdivision of the Northwest Quarter of Section 31, Town 1 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Bristol, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16
#1110023 sold for \$3,814.71 Tax and \$294.40 Special. Tony and Leslie Binn, Owners. Parcel #75-4-120-181-1305 MKA-870-4-120-181-1305. Lot 9 in Block 11, North Silver Lakes Estates, being a Subdivision of Sections 7, 8, 17 and 18 all in Township 1 North, Range 29 East of the Fourth Principal Meridian, lying and being in the Village of Salem Lakes, Kenosha County, Wisconsin.

Legal/Public Notices

OFFICIAL LICENSE NOTICE Pursuant to Section 125.04(3)(g) of the Wisconsin Statutes, notice is hereby given that the following have made application to the Common Council of the City of Kenosha for Beer and/or Liquor Licenses (as noted) in the City of Kenosha. Said applications will be heard, considered and acted upon at the regular meeting of the Common Council to be held on May 20, 2019. Dabra L. Salas, City Clerk

CLASS "A" RETAIL BEER			
KISHNA ENTERPRISES, INC	CITGO	8101 22ND AVENUE	
ROOSEVELT MART, INC	ROOSEVELT CITGO	2710 ROOSEVELT ROAD	
YASH, LLC	MOBIL GAS	4924 SHERIDAN ROAD	
CLASS "A" RETAIL BEER / "CLASS A" RETAIL LIQUOR			
MEIJER STORES, LP	MEIJER GAS STATION #284	7735 GREEN BAY ROAD	
MEIJER STORES, LP	MEIJER STORE #284	7701 GREEN BAY ROAD	
ONE STOP GROCERY & LIQUOR, LLC	ONE STOP GROCERY	6525 26TH AVENUE	
STINEBRINK'S KENOSHA FOODS, LLC	PIGGLY WIGGLY	2215 60TH STREET	
STINEBRINK'S KENOSHA FOODS, LLC	PIGGLY WIGGLY SUPERMARKET	7600 PERSHING BLVD	
TENUTA'S, INC	TENUTA'S DELI LIQUORS & WINES	3203 52ND STREET	
CLASS "A" RETAIL BEER / "CLASS A" CIDER LIQUOR			
SPEEDWAY LLC	SPEEDWAY #2088	3012 WASHINGTON ROAD	
SPEEDWAY LLC	SPEEDWAY #4029	3708 60TH STREET	
SPEEDWAY LLC	SPEEDWAY #7434	5959 75TH STREET	
VALEOS PIZZA KITCHEN, LLC	VALEO'S PIZZA	5021 30TH AVENUE	
CLASS "B" BEER			
VAN AKEN & ASSOCIATES, INC	WINGSTOP	5901 75TH STREET, STE 150	
CLASS "B" BEER / "CLASS C" WINE			
MADAME PHO, LLC	MADAME PHO	7410 118TH AVENUE, STE B	
CLASS "B" BEER / "CLASS B" LIQUOR			
AMERICAN LEG PAUL HENRIKSEN	AMERICAN LEGION	504 58TH STREET	

Legal/Public Notices

TAX CERTIFICATES ISSUED:
09/01/16
#2410959 sold for \$4,402 Tax. Manuel Llanos, Owner. Parcel #20-222-36-102-028. The North 1/2 of Lot 5, Block 10 of Gail's Subdivision, of part of the Southeast 1/4 of Section 26, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16
#1600023 sold for \$3,635.67 Tax and \$847.95 Special. John C. Prill, Owner. K&B Bank, Mortgage. BMO Harris Bank, Mortgage. Parcel #63-4-119-212-1020. Parcel 6 of Certified Survey Map No. 507, recorded on March 16, 1978 recorded in Volume 1013 of Certified Survey Maps, page 134, Document No. 61782, being part of Lots 4 and 5, Block 1, First Addition to Twin Lakes, Kenosha County, Wisconsin, a subdivision of Section 21, Town 1 North, Range 19 East of the Fourth Principal Meridian. Said land being in the Village of Twin Lakes, County of Kenosha and State of Wisconsin.

TAX CERTIFICATES ISSUED:
09/01/16, 09/04/16, 09/03/13, 09/02/14, 09/01/15, & 09/01/16
#1600139 sold for \$160.56 Tax; #1600117 sold for \$150.10 Tax; #1600102 sold for \$141.21 Tax; #1600108 sold for \$144.14 Tax; #1600004 sold for \$139.61 Tax; #1600043 sold for \$126.44 Tax. Van Woods Estates Water Works, Owner. Parcel #68-4-119-284-3110. Legal Description: Part of the Southeast 1/4 of Section 28, Town 1 North, Range 19 East, Kenosha County, Wisconsin, deeded to the Van Woods Estates Addition No. One, thence South 150 feet, thence East 100 feet, thence North to the South line of said Block 4, thence North 40 degrees 42 minutes 24 seconds West to the Southwest corner of said Lot 4 of Block 4, thence North 70 degrees 11 minutes 32 seconds West, 71 feet to the place of beginning, together with a 20 foot wide easement to Walnut road over adjacent land, together with all right, title and interest in and to the water system owned by Van Woods Estates Waterworks Co., Inc., located in the Van Woods Estates Subdivision, in the Village of Twin Lakes, Kenosha County, Wisconsin.

And that after the expiration of three months from the date of publication of this notice, a deed of the land described in these certificates will be applied for, Kenosha County. Neil Jacobson, Kenosha County Treasurer. Published: May 8, 15, 2019.

NOTICE OF ORDINANCE ADOPTED:
VILLAGE OF SOMERS
Please take notice that Ordinance No. 19-017 to create Section 16.49 of the Code of Ordinances of the Village of Somers was adopted on April 23, 2019 by the Village Board of the Village of Somers, Kenosha County, Wisconsin. Summary & main points: adds the tenth amendment to the Comprehensive Plan of the Village of Somers. The full text of this ordinance may be viewed at and obtained from Timothy L. Kitzman, Clerk, Village & Town of Somers, 7511 12th Street, P.O. Box 187, Somers, WI 53171. Telephone no. 262-895-2922. The ordinances may be viewed at the village website: www.somers.org. Published: May 15, 2019.

Legal/Public Notices

OFFICIAL LICENSE NOTICE Pursuant to Section 125.04(3)(g) of the Wisconsin Statutes, notice is hereby given that the following have made application to the Common Council of the City of Kenosha for Beer and/or Liquor Licenses (as noted) in the City of Kenosha. Said applications will be heard, considered and acted upon at the regular meeting of the Common Council to be held on May 20, 2019. Dabra L. Salas, City Clerk

Legal/Public Notices

OFFICIAL LICENSE NOTICE
Published pursuant to Section 125.04(3)(g) of the Wisconsin Statutes. Notice is hereby given that Olive This Bar LLC, Gordon Peterson, Agent, has applied for a Class "B" Beer/Class "B" Liquor license, located at 2208 02nd Street, to be effective July 1, 2019. Said application will be acted upon at a regular meeting of the Common Council, to be held May 20, 2019.
Dabra L. Salas, City Clerk-Treasurer
Published: May 13, 14, 15, 2019
WNAJLP

NOTICE TO RESIDENTS

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN
An open meeting of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, will be held in the Village Hall, 9915 - 39th Avenue, Pleasant Prairie, WI on Monday, May 20th, 2019 at 8:00 p.m. to consider:

A. The adoption of a preliminary resolution declaring intent to exercise special assessment power to improve the Village of Pleasant Prairie. The project generally consists of the construction of a 12 inch water main and appurtenances along at approximately 100 feet south of 91st Street and extending north approximately 750 feet along Old Green Bay road.
B. Other items set forth on the agenda of said meeting which are available in the municipal offices.
Dated: May 15, 2019
Jane C. Snell, Village Clerk
May 15, 2019
WNAJLP

Public Works Seasonal Workers.
The Town and Village of Somers is seeking to fill several Seasonal Worker positions in the Public Works Department. The positions will work under the direction of the full time Public Works personnel and will help maintain parks, streets, and utilities. The positions available are temporary, full and part time for the next time to the month period, dependent on operational needs. The pay rate is \$12.00 per hour and fringe benefits are not offered with these positions. Duties will include grass mowing, bulb field maintenance, highway work and other tasks designated by the Village Council, Village Administrator or Public Works Superintendent. The positions require physical tasks that will include the use of hand tools, power equipment, and various other tools utilized in maintenance operations. Minimum age requirement is eighteen and a valid driver's license with a good driving record is required.
Applications are available at the Somers Village/Town Hall located at 7511 12th Street, Somers, Wisconsin. Published: May 15, 16, 17, 20, 21, 2019
WNAJLP

STATE OF WISCONSIN
CIRCUIT COURT
KENOSHA COUNTY
Ditch Financial LLC fma Green Tree Secured LLC
vs.
Raymond L. Tale, Beulah M. Tale and Simon Creek of Kenosha Condominium Association, Inc.
HUNT for HOT savings in the CLASSIFIEDS

Legal/Public Notices

OFFICIAL LICENSE NOTICE Pursuant to Section 125.04(3)(g) of the Wisconsin Statutes, notice is hereby given that the following have made application to the Common Council of the City of Kenosha for Beer and/or Liquor Licenses (as noted) in the City of Kenosha. Said applications will be heard, considered and acted upon at the regular meeting of the Common Council to be held on May 20, 2019. Dabra L. Salas, City Clerk

Legal/Public Notices

Defendants
NOTICE OF FORECLOSURE SALE
Case No. 14-CV-1725 Branch 1
The Honorable David M. Basileanelli
PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 11, 2015 in the amount of \$190,286.82 the Sheriff will sell the described premises at public auction as follows:
TIME: June 12, 2019 at 10:00 a.m.
TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the clerk of courts or certified funds, payable to the clerk of courts (personal check cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the date of confirmation of the sale or after the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
PLACE: In the lobby of the Public Safety Building, 1090 55th Street, Kenosha, WI 53144-4022.
DESCRIPTORS: Unit 123, Building 12, Stone Creek of Kenosha Condominium, a Condominium Community, consisting of Unit 1 and 91 and Outlots 66 and 79 of "Stone Creek Subdivision", being a subdivision of Center Survey Map No. 17, being a part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 26, Township 2 North, Range 23 East, in the City of Kenosha, Kenosha County, Wisconsin.
Parcel #02-222-25-201-123.
PROPERTY ADDRESS: 3334 56th Ct Unit 123 Kenosha, WI 53144-4022.
Dated: April 11, 2019

David Ditt
Kenosha County Sheriff
Gray & Associates, L.L.P.
Attorneys for Plaintiff
1645 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-8404
Please go to www.gray-law.com to obtain the full text for this sale.

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a disclosure in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for a debt.

Published: May 8, 15, 22, 2019
WNAJLP

VILLAGE OF SALEM LAKES BOARD OF APPEALS
AMENDED
MAY 22, 2019
PLEASE TAKE NOTICE, the Village of Salem Lakes Board of Appeals will hold their Regular Monthly Meeting on Wednesday May 22, 2019 at 6:00 pm, in the Salem Lakes Village Hall Building, 9314 Ancho Road, Salem, WI 53168.
PLEDGE OF ALLEGIANCE
ROLL CALL
OPEN MEETING COMPLIANCE CHECK
1. BJS of Salem, 9251 Ancho Rd., Salem, WI 53168 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily locate a 30' x 60' sales tent and two 8' x 20' steel storage containers to operate a temporary fireworks sales stand in the B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4295/AMENDED-APPLICATION-BJS-OF-SALEM>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-BJS-OF-SALEM-LIC>
2. Smith Family Land Trust, 22230 75th St., Salem, WI 53168 (Owner), Deanna Delmas, Black Bull Fireworks, 34231 High Drive, Grand Troy, WI 53120 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-1 Agricultural Preservation Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/436/SUBMITTED-APPLICATION-SMITH-FAMILY-LAND-TRUST>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-SMITH-FAMILY-LAND-TRUST>
3. Tri-Enterprises No. 5 LLC, 75 McMillan Rd., Antioch, IL 60002 (Owner), Deanna Delmas, Black Bull Fireworks, 34231 High Drive, Grand Troy, WI 53120 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-TRI-ENTERPRISES-NO-5-LLC>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-TRI-ENTERPRISES-NO-5-LLC>
4. PATRICIA INVESTMENTS LLC, 5366 S EDINBOROUGH DR., New Berlin, WI 53146 (Owner), Deanna Delmas, Black Bull Fireworks, 34231 High Drive, Grand Troy, WI 53120 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-PATRICIA-INVESTMENTS-LLC>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-PATRICIA-INVESTMENTS-LLC>
5. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
6. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
7. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
8. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
9. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
10. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
11. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
12. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
13. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
14. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
15. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
16. Kenosha County, 1090 55th Street, Kenosha, WI 53144 (Owner), Dustin Hein, Freedom Fireworks LLC, 590 W35600 County Rd. Nn, Eagle, WI 53119 (Agent), requesting approval of a temporary use (Section III.5.12.18.7.4) which states that it shall be unlawful to proceed with the operation, construction, installation, enlargement or alteration of a temporary use, as defined in this ordinance, without first obtaining approval from the Salem Lakes Board of Appeals) to temporarily use an existing field for the placement of a 30' x 60' sales tent and a 8' x 40' steel storage container to operate a temporary fireworks sales stand in the A-2 General Agricultural Dist. and B-3 Highway Business Dist. on Tax Parcel #70-4-120-014-0200, Village of Salem Lakes.
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
<https://www.kenoshacounty.org/DocumentCenter/View/4414/EXHIBIT-MAP-KENOSHA-COUNTY>
17. Kenosha County, 1090 55th Street,

COPY O

160 feet; thence North parallel with the West line of said East $1\frac{1}{2}$ of said $1\frac{1}{4}$

TAX CERTIFICATES ISSUED:

Owner. Parcel #37-4-121-312-0272. Lot

120-2914
MAB and Fly
and living and being in the Village of
East of the Road Principal Meridian.

Section 29 -
East of the IIT
#1810032 sold for \$3 814 74 Tax and
09/01/16

being a Subdivision of Sections 7, 8, 17 and 18 all in Township 1 North Range

TAX CERTIFICATES ISSUED:

Bain's Subdivision, of part of the South-

TAX CERTIFICATES ISSUED.

an equity and interest in and to the water system owned by the City of

and that after the expiration of three months from the last audit.

Published May 8, 15, 22, 29, 1900
 Arizona County Treasurer
 Auditor

WNAIXLP
MAY 9, 19, 22, 2019

5

Frank Volpert

being duly sworn, on

oath says, that he/she is ~~one of the~~ printers of THE KENOSHA NEWS, a daily newspaper printed and published in the City of Kenosha, County and State aforesaid, and that a notice, of which the annexed printed slip is a true copy, has been published in the said KENOSHA NEWS for the term of

weeks, once each week successively, commencing the

8 + 14 day of May, A.D. 2019, and ending

May 22 1 A.D. 2019

John D. Kelly

Subscribed and Sworn To before me this 27th

Day of May, A.D. 2019

Michael Doebe

Notary Public

Nicholas A Doecke

Notary Public

State of Wisconsin

My commission expires 9/26/01

Kenosha News

Notices
Jobs
Stuff
Rentals
Homes
Autos

Place your ad at kenoshanews.com or call 262-657-1500 • Lobby Hours Mon - Fri 8 a.m. - 5:00 p.m. • Fax 262-657-5101 • Place a Job Ad 262-656-6212 or 262-656-6227

Place your ad at kenoshanews.com or call 262-657-1500 • Mon-Fri 8 a.m. - 5 p.m.

LEGAL/PUBLIC NOTICES

NOTICE TO THE ELECTIONS OF:
Gateway Technical College
District, Wisconsin
NOTICE IS HEREBY GIVEN that the District Board of the above named District, at a meeting duly called and held on May 16, 2019, adopted pursuant to the provisions of Section 67.12(2) of the Wisconsin Statutes, a resolution providing that the sum of \$5,000,000 be borrowed through the issuance of general obligation promissory notes of the District for the public purpose of financing the acquisition of movable equipment.
 A copy of said resolution is on file in the District Office, 3520 30th Avenue, Kenosha, Wisconsin, and is available for public inspection weekdays, except holidays, between the hours of 8:00 A.M. and 4:00 P.M.
 The District Board need not submit said resolution to the electors for approval unless within 30 days after the publication of this Notice there is filed with the Secretary of the District Board a petition meeting the standards set forth in Sec. 67.12(2)(a), Wis. Stats., requesting a referendum thereon at a special election.
 Dated May 16, 2019.

BY ORDER OF THE DISTRICT BOARD
 District Secretary
 Published: May 22, 2019

VILLAGE OF PLEASANT PRAIRIE OFFICIAL NOTICE
APPLICATION FOR BEERWINE/LIQUOR LICENSES 2019-2020
CLASS "A" BEER
 DP AMPM, 16477 120th Ave. R & D IV Inc. DIXIE PATRICK, 1366 White Oak Ln, Kenosha, WI 53145
 STATELINE DIST. BOTTLE, 12720 Sheridan Rd. GRAHAM ENTERPRISES INC., DAWN L. BUTTERSWORTH, 1809 55th St. Kenosha, WI 53143
 WALGREENS #070765, 7250 18th Ave. WALGREEN CO. STEVE T. PFEIL-TIFFER, 6643 Walker Raleigh Ln, Racine, WI 53406
CLASS "A" BEER AND "CLASS A" LIQUOR
 COSTCO WHOLESALE #1198, 7707 84th Ave. COSTCO WHOLESALE CORPORATION, SANDRA J. ZIPS, 4551 S 68th St. Greenfield, WI 53220
 DREAM LIQUOR & CIGAR, 4477 75th St. HAN ENTERPRISES LLC, HAN-JEET SINGH, 9311 73rd St. Kenosha, WI 53142
 TARGET STORE T2251, 8777 76th St. TARGET CORPORATION, ROBERTO GORDON, 5815 Margaret Dr Apt 294, Racine, WI 53406
CLASS "A" BEER AND "CLASS A" LIQUOR
 KWIK TRIP #76, 8800 7th St. KWIK TRIP INC., NATHAN J. KOLLASZAK, 170 James Blvd. Kenosha, WI 53143
 KWIK TRIP #172, 8500 76th St. KWIK TRIP INC., MICHAEL L. KOLASZAK, 8815 23rd Ave. Kenosha, WI 53143
 KWIK TRIP #230, 10451 72nd Ave. KWIK TRIP INC., KENALISA APPER, 73rd St. Kenosha, WI 53142
 JOHNNY'S POUR HOUSE, 10936 Sheridan Rd. ZIEMBA ENTERPRISES LLC, JOHN P. ZIEMBA, 1001 44th St. Kenosha, WI 53148
 MILWAUKEE BURGER COMPANY, 9901 7th St. Suite B10. REDTAIL ENTERPRISES INC., BRAD T. HERON, 307 W. Hidden Tr. Elkhorn, WI 53121
 THE OLIVE GARDEN ITALIAN RESTAURANT #1645, 10119 77th St. GMR INC., JEFFERY A. ZIMMERMAN, 4530 Honey Ln. Burlington, WI 53105
 PINOT'S PALETTE, 8020 76th St. Suite E2, AS-SALUTE CREATIVE LLC, MICHAEL T. SCHOENKE, 8421 238th Ave. Kenosha, WI 53148
 RUFFOLO'S PIZZA, 11820 Sheridan Rd. RUFFOLO'S PIZZA LLC, RICHARD M. STILES, 2011 116th St. Pleasant Prairie, WI 53158
 STARLITE CLUB, 6938 24th Ave. JAO INC., ANGELA J. DANIELS, 8939 24th Ave. Kenosha, WI 53143
 VILLAGE INN SUPER CLUB, 10509 Sheridan Rd. PAS VILLAGE LLC, SUSAN E. NEAHOUS, 10723 38th Ave. Pleasant Prairie, WI 53158
 WOODEN NICKEL, 11806 Sheridan Rd. JOSEPH D. NICKEL, 5813 43rd Ave. Kenosha, WI 53144
CLASS "B" BEER AND CLASS "C" WINE
 MOD PIZZA, 9250 76th St. Suite A. MOD SUPER FAST PIZZA WISCONSIN LLC, BENJAMIN HENNEBERRY, N1 W5328 Garfield St. Cedarburg, WI 53012
 The foregoing applications filed with the Village Clerk of the Village of Pleasant Prairie for fermented malt beverages and/or intoxicating liquor licenses will be heard, considered and acted upon at

Legal/Public Notices

a regular meeting of the Pleasant Prairie Village Board of Trustees to be held at the Pleasant Prairie Village Hall, 9915 36th Avenue, on Monday, June 3, 2019, at 6:00 p.m.
 Village Clerk
 Village of Pleasant Prairie
 Published: May 22, 2019

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Mid America Mortgage, Inc.
 Plaintiff,
 vs.
 Cody A. Shouse and
 Chislin Winifred Shouse
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 19-CV-000038 Branch 1
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on May 1, 2019 in the amount of \$220,537.94 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 26, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: LOT 8 IN BLOCK 2 OF ARROWHEAD SOUTH, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 21, EAST 1/2 OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF TWIN LAKES, COUNTY OF WISCONSIN. Parcel #5-4-119-212-330.
 PROPERTY ADDRESS: 321 Sunburst Ave. Twin Lakes, WI 53181-9242
 DATED: April 8, 2019

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Lakeview Loan Servicing, LLC
 Plaintiff,
 vs.
 John B. Drohman, Jane Doe Drohman
 a/k/a Lisa Drohman, Aurora Medical
 a/k/a Lisa Drohman, State of Wisconsin, Department of Health Services, Midland Funding LLC, United PCR LLC, State of Wisconsin Department of Children and Family Services, Tri-City Properties, OneScholar LLC, John Abt, State of Wisconsin Department of Health Services and Midland Funding LLC
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 18-CV-001307
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Federal National Mortgage Association
 Plaintiff,
 vs.
 David Behl
 Defendant.

NOTICE OF FORECLOSURE SALE
 Case No. 19-CV-000038 Branch 1
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on May 1, 2019 in the amount of \$220,537.94 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 26, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
The Bank of New York Mellon
 Plaintiff,
 vs.
 FKA The Bank of New York As Trustee For The Bank of New York
 Certificateholders of THE CWABS Inc.,
 Asset-Backed Certificates,
 Series 2004-4
 Plaintiff,
 vs.
 Jeffrey D. Paasch,
 Lina Paasch,
 Southeastern Wisconsin
 Anesthesiology Society
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 17CV00107
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on December 7, 2016 in the amount of \$176,947.17 the Sheriff will sell the

Legal/Public Notices

described premises at public auction as follows:
 TIME: June 12, 2019 at 10 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: LOT 8 IN BLOCK 2 OF ARROWHEAD SOUTH, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 21, EAST 1/2 OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF TWIN LAKES, COUNTY OF WISCONSIN. Parcel #5-4-119-212-330.
 PROPERTY ADDRESS: 321 Sunburst Ave. Twin Lakes, WI 53181-9242
 DATED: April 8, 2019

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Lakeview Loan Servicing, LLC
 Plaintiff,
 vs.
 John B. Drohman, Jane Doe Drohman
 a/k/a Lisa Drohman, Aurora Medical
 a/k/a Lisa Drohman, State of Wisconsin, Department of Health Services, Midland Funding LLC, United PCR LLC, State of Wisconsin Department of Children and Family Services, Tri-City Properties, OneScholar LLC, John Abt, State of Wisconsin Department of Health Services and Midland Funding LLC
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 18-CV-001307
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Lakeview Loan Servicing, LLC
 Plaintiff,
 vs.
 John B. Drohman, Jane Doe Drohman
 a/k/a Lisa Drohman, Aurora Medical
 a/k/a Lisa Drohman, State of Wisconsin, Department of Health Services, Midland Funding LLC, United PCR LLC, State of Wisconsin Department of Children and Family Services, Tri-City Properties, OneScholar LLC, John Abt, State of Wisconsin Department of Health Services and Midland Funding LLC
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 18-CV-001307
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Lakeview Loan Servicing, LLC
 Plaintiff,
 vs.
 John B. Drohman, Jane Doe Drohman
 a/k/a Lisa Drohman, Aurora Medical
 a/k/a Lisa Drohman, State of Wisconsin, Department of Health Services, Midland Funding LLC, United PCR LLC, State of Wisconsin Department of Children and Family Services, Tri-City Properties, OneScholar LLC, John Abt, State of Wisconsin Department of Health Services and Midland Funding LLC
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 18-CV-001307
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Lakeview Loan Servicing, LLC
 Plaintiff,
 vs.
 John B. Drohman, Jane Doe Drohman
 a/k/a Lisa Drohman, Aurora Medical
 a/k/a Lisa Drohman, State of Wisconsin, Department of Health Services, Midland Funding LLC, United PCR LLC, State of Wisconsin Department of Children and Family Services, Tri-City Properties, OneScholar LLC, John Abt, State of Wisconsin Department of Health Services and Midland Funding LLC
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 18-CV-001307
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
Lakeview Loan Servicing, LLC
 Plaintiff,
 vs.
 John B. Drohman, Jane Doe Drohman
 a/k/a Lisa Drohman, Aurora Medical
 a/k/a Lisa Drohman, State of Wisconsin, Department of Health Services, Midland Funding LLC, United PCR LLC, State of Wisconsin Department of Children and Family Services, Tri-City Properties, OneScholar LLC, John Abt, State of Wisconsin Department of Health Services and Midland Funding LLC
 Defendants.

NOTICE OF FORECLOSURE SALE
 Case No. 18-CV-001307
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Legal/Public Notices

ain, as Document No. 1280301 and by a Condominium Plat therefor, Together with the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration.
 Parcel #08-222-34-14-026
 PROPERTY ADDRESS: 5826 53rd St Unit 26 Kenosha, WI 53144-3764
 Dated: April 11, 2019

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
MIDLAND FUNDING LLC
 Plaintiff,
 vs.
 Kimberly Milhouse
 Defendant.

NOTICE OF FORECLOSURE SALE
 Case No. 18CV367
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
MIDLAND FUNDING LLC
 Plaintiff,
 vs.
 Kimberly Milhouse
 Defendant.

NOTICE OF FORECLOSURE SALE
 Case No. 18CV367
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
MIDLAND FUNDING LLC
 Plaintiff,
 vs.
 Kimberly Milhouse
 Defendant.

NOTICE OF FORECLOSURE SALE
 Case No. 18CV367
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to obtain the bid for this sale.
 Published: May 6, 15, 22, 2019.

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY
MIDLAND FUNDING LLC
 Plaintiff,
 vs.
 Kimberly Milhouse
 Defendant.

NOTICE OF FORECLOSURE SALE
 Case No. 18CV367
 The Honorable Chad G. Korkman
 PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on February 26, 2018 in the amount of \$142,460.17 the Sheriff will sell the described premises at public auction as follows:
 TIME: June 19, 2019 at 10:00 a.m.
 TERMS: Pursuant to said judgment, 10% of the successful bid must be paid to the sheriff at the sale in cash, cashier's check or certified funds, payable to the clerk of courts (personal checks cannot and will not be accepted). The balance of the successful bid must be paid to the clerk of courts in cash, cashier's check or certified funds no later than ten days after the court's confirmation of the sale or else the 10% down payment is forfeited to the plaintiff. The property is sold "as is" and subject to all liens and encumbrances.
 PLACE: In the lobby of the Public Safety Building, 1000 55th Street.
 DESCRIPTION: All that certain condominium unit in the City of Kenosha, County of Kenosha and State of Wisconsin, being known and designated as Unit 28 in Building 2 Indian Trail Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Indian Trail Estates Condominium", dated the day of 07/09/2002, and recorded the day of 05/12/2002, in the Office of the Registrar of Deeds for Kenosha County, Wisconsin.
 DATED: May 15, 22, 29, 2019.

Gray & Associates, L.L.P.
 Attorneys for Plaintiff
 16345 West Glendale Drive
 New Berlin, WI 53151-2841
 414-224-8404
 Please go to www.gray-law.com to



EXHIBIT "C"

COUNTY OF KENOSHA

TREASURER'S OFFICE

Teri A. Jacobson
Kenosha County Treasurer

Nanette M. Shumway
Chief Deputy Treasurer

1010 56th Street
Kenosha WI 53140-3738
Phone (262) 653-2542

Fax (262) 653-2564
Teri.Jacobson@kenoshacounty.org

July 18, 2019

JOHN F SIMMERS
11713 212TH AVENUE
BRISTOL, WI 53104

Dear John,

This letter serves as a final notice regarding the property taxes due on your property located at 11713 212TH Ave, Village of Bristol, WI. (Parcel # 37-4-121-312-0272). The total amount of taxes due to Kenosha County on this parcel is \$11,618.37 good through July 31, 2019. This includes the tax deed fees and delinquent taxes.

On 02/27/2019 you were served or service was attempted with a Notice of Application of Tax Deed for the 2015 delinquent taxes. Therefore the 90 days that you have to pay these taxes and Tax Deed will expire on 08/20/2019.

Please note that pursuant to Chapter 75 of the Wisconsin Statutes, Kenosha County will take ownership of your property by tax deed if your taxes are not paid. Hence, in order to prevent the property from being taken on 08/20/2019, you will need to pay in full the amount of your 2015 taxes and the tax deed fees. **YOU WILL NEED TO CONTACT US BY 08/15/2019 TO LET US KNOW WHAT YOUR INTENTIONS ARE REGARDING THESE TAXES. IF WE DO NOT HEAR FROM YOU, WE WILL HAVE NO RECOURSE BUT TO SEND THE FILE TO THE COUNTY CLERK TO BE TAKEN BY THE COUNTY.**

If the property is taken by tax deed by Kenosha County with ownership vesting therein, the county may legally evict any occupants from the property. Therefore, as you can see it is imperative that these taxes are brought up to date.

If you have any questions regarding this letter, please feel free to contact our office at (262) 653-2542, Monday – Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Teri A. Jacobson
Kenosha County Treasurer

EXHIBIT "D"

37-4-121-312-0272 – John Simmers

GCS SYSTEM NOTES

09/03/10 Final notice on 2007 taxes. rmh 10/19/10 Ordered letter report Knight-Barry*\$35.00 TD FEE paid*rmh/ka 10/29/10 td fee paid. kap User Name BristolV BristolVlg

3/10/15 WROTE NOTE ON STATEMENT THAT 2011 TAXES IN JEOPARDY IF NOT PAID. WE APPLIED HIS PMT TO THE 2011 NOT THE 2014 PER TERI. STILL HAS BALANCE DUE FOR 2011.HLK User Name T0024 Heather Kruk - Treasurer's Off

1/15/18 Notice to be served via Judy Busche for \$40.00. Total TD fee \$85.00. -JS

10/15/18 Ordered letter report from Southshore Title & Closing \$45.00. Total TD fees \$45.00.AH

5/1/19 To be advertised 5/8, 5/15 & 5/22/19. \$35.51 change. Total TD fees due \$120.51.AH

7/18/19 Last letter sent to John.AH

8/27/19 CTD 8/26/19 Previous owner John F. Simmers 2015-2018.AH

8/22/19 Sent to County Clerk 8/22/19 to be CTD.AH

90 DAYS EXPIRE 8/20/19

Tax Deed JE Processed: Date: 08/27/2019; GL Date: 08/26/2019; JE Control Number: 1940028; Process: Tax Deed JE

10/8/19 John's Friend called today to see how he could help rectify some late tax payments. I explained that this property is now owned by the County, as the unpaid taxes dated back to 2015. Advised him to contact the County Clerk to see if it will be going up for auction. TOB

9/9/19 John emailed several times. I explained that he no longer owns the property and that he needs to call County Clerk and ADRC about the eviction process and finding a new place to live. I CC'd Mary, Regi and Amanda on the various emails.taj

I would also encourage you to speak to Aging and Disability Services to help you find a new place. Since you said you are disabled, you probably already have a case worker so I would suggest contacting them ASAP so they can help you in locating place that will meet the needs of your disability and your income.

Sincerely,

Teri A. Jacobson
Kenosha County Treasurer

From: John Simmers [<mailto:josmotorsports@aol.com>]
Sent: Monday, September 09, 2019 2:20 PM
To: Teri Jacobson <Teri.Jacobson@kenoshacounty.org>
Subject: Re: Online Form Submittal: Contact Us: Treasurer

Ms. Jacobsen,

Thank you for the prompt reply.

I know my taxes are in arrears for some time now. I know I had an option to contact your office for arranging a payment plan, however, due to my personal limits of disability and income -- I have been seeking means to pay the taxes in-full and up-to-date, rather, than committing to a payment plan with your office that I'd be unsure to meet over time -- paying both the back-amount-due and what-will-become-due.

Through a last-resort, I've now got the funds available to completely pay the amount due to Kenosha County (up-to-date -- all taxes, interest, any penalties and fees). I have also arranged for a portion of my income that will go to an account for accruing the amounts that will be necessary for my timely payment of future taxes - as become due.

I hope this communication by email is OK. My disability includes a speech impediment that makes it very difficult to talk by phone.

Sincerely,

John Simmers

-----Original Message-----

From: Teri Jacobson <Teri.Jacobson@kenoshacounty.org>
To: josmotorsports@aol.com <josmotorsports@aol.com>; DL Web Treasurer <dlWebTreasurer@kenoshacounty.org>
Sent: Mon, Sep 9, 2019 1:09 pm
Subject: RE: Online Form Submittal: Contact Us: Treasurer

Mr. Simmers,

It is too late. The County has already taken that property for back taxes. It was deeded over to the county on 8/27/19, the final day to pay your 2015 taxes plus tax deed fees was 8/20/19. You may want to contact the County Clerk's Office for more information on the process from this point forward. If this is your primary residence you will definitely want to contact them to request a Homestead form.

Sincerely,

Teri A. Jacobson
Kenosha County Treasurer

From: noreply@civicplus.com [<mailto:noreply@civicplus.com>]
Sent: Monday, September 09, 2019 1:01 PM

Regi Bachochin

From: Teri Jacobson
Sent: Monday, September 09, 2019 3:09 PM
To: John Simmers
Subject: RE: Online Form Submittal: Contact Us: Treasurer

Mr. Simmers,

The deed was taken by Kenosha County 8/27/19 when you failed to pay your taxes by the 8/20/19 deadline. You don't give the deed to us, the county took it per state law through the tax deed process for not paying your property taxes.

If you haven't yet, the County Clerk will be serving you with eviction papers soon, that's why I encourage you to call her and Aging and Disability Services ASAP so you can get started on finding a new place.

Sincerely,

Teri A. Jacobson
Kenosha County Treasurer

From: John Simmers [mailto:josmotorsports@aol.com]
Sent: Monday, September 09, 2019 3:01 PM
To: Teri Jacobson <Teri.Jacobson@kenoshacounty.org>
Subject: Re: Online Form Submittal: Contact Us: Treasurer

Ms. Jacobsen,

Thanks again for the prompt reply.

I am confused -- in your saying that I 'no longer own the property'. I've had no request and I've not made delivery of the deed to the Clerk's office (or, a Court, or, anyone else). In that I still hold the deed - I assume there remains a way for me to pay my amount due to Kenosha County.

Sincerely,

John Simmers

-----Original Message-----

From: Teri Jacobson <Teri.Jacobson@kenoshacounty.org>
To: John Simmers <josmotorsports@aol.com>
Sent: Mon, Sep 9, 2019 2:30 pm
Subject: RE: Online Form Submittal: Contact Us: Treasurer

Mr. Simmers,

Unfortunately, it is too late for me to take any payments, in any amount. You no longer own the property so to take your money at this point would not do you any good.

I encourage you to speak to the County Clerk as quickly as possible to see what her process is going to be so you can take the money you have accrued and use that to find a new place to live. I would also encourage you to promptly fill out the Homestead paperwork the County Clerk will send you so that if the county sells the property for more than we are owed, you may receive some of the proceeds. There is a VERY set time frame, that is set by law, by which you must return the paperwork so please do so quickly.

Mary Kubicki

From: Teri Jacobson
Sent: Monday, November 18, 2019 11:44 AM
To: Regi Bachochin; Mary Kubicki
Subject: FW: Tax Deed Parcel 37-4-121-312-0272

From: Teri Jacobson
Sent: Friday, November 15, 2019 2:17 PM
To: John Moyer <John.Moyer@kenoshacounty.org>
Subject: FW: Tax Deed Parcel 37-4-121-312-0272

From: Teri Jacobson
Sent: Friday, November 15, 2019 1:57 PM
To: Patricia Merrill <Patricia.Merrill@kenoshacounty.org>
Subject: FW: Tax Deed Parcel 37-4-121-312-0272

From: Rocco Vita [<mailto:rvita@pleasantprairiewi.gov>]
Sent: Monday, September 30, 2019 12:59 PM
To: Teri Jacobson <Teri.Jacobson@kenoshacounty.org>
Cc: Monica Yuhas <Monica.Yuhas@kenoshacounty.org>
Subject: RE: Tax Deed Parcel 37-4-121-312-0272

Hi Teri:

This is a Bristol parcel and their assessor is Associated out of Appleton but it appears the property owner was issued building permits for interior remodeling and while he asserts there is little interior finish it also appears he may have refused his assessor access. His total improvement value is 35,200 which includes a detached garage so the value placed on his home is exceedingly low. I know the County has already taken ownership of this property but that aside, this would not fall under the definition of a 'palpable error' for a 74.33 action by the Town to rescind property taxes due to a palpable error by their assessor.

Let me know if you have any questions,

Rocco A. Vita

262-925-6714

Alt. Parcel #: 3741213120272

104 - VILLAGE OF BRISTOL
KENOSHA COUNTY, WISCONSINTax Address:
COUNTY OF KENOSHAC/O COUNTY CLERK
1010 56TH ST
KENOSHA WI 53140Owner(s): O = Current Owner, C = Current Co-Owner
O - COUNTY OF KENOSHA

Property Address(es): * = Primary

* 11713 212TH AVE

Districts: SC = School SP = Special

Type Dist # Description

Type	Dist #	Description
SC	5068-G	SALEM CONSOLIDAT J DST 2
SC	5054-H	CENTRAL/WESTOSHA HIGH SCH
		BRISTOL WATER DIST1
		BRISTOL SEWER DISTRICT 4
		BRISTOL-LAKE SHANGRILA

more...

Abbreviated Description: Acres: 0.190
(See recorded documents for a complete legal description.)
1024-B LOT 2 BLK 3 LAKE SHANGRI-LA BEACH
2ND ADD SEC 31 T 1 R 21 V1289 P614 V1618
P418 (2011 INCORPORATION INTO VILLAGE OF
BRISTOL SEE OLD 35-4-121-312-0272
DOC#1621547) DOC#1848914

Parcel History:

Date	Doc #	Vol/Page	Type
08/26/2019	1848914		CTD

Plat: * = Primary

Tract: (S-T-R 40% 160% GL)

Block/Condo Bldg:

*4130-LAKESHANGRILABEACHSECONDADDITIONSUB31-01N-21E NW 3 LOT 2

2019 SUMMARY

Bill #:

Fair Market Value:

0

Valuations:

Last Changed: 10/28/2019

Description	Class	Acres	Land	Improve	Total
RESIDENTIAL	G1	0.190	39,000	35,200	74,200
Totals for 2019:					
General Property		0.190	39,000	35,200	74,200
Woodland		0.000	0		0
Totals for 2018:					
General Property		0.190	37,200	38,400	75,600
Woodland		0.000	0		0
Totals for 2017:					
General Property		0.190	37,200	38,400	75,600
Woodland		0.000	0		0
Totals for 2016:					
General Property		0.190	37,200	38,400	75,600
Woodland		0.000	0		0
Totals for 2015:					
General Property		0.190	37,200	38,400	75,600
Woodland		0.000	0		0
Totals for 2014:					
General Property		0.190	37,200	38,400	75,600
Woodland		0.000	0		0
Totals for 2013:					
General Property		0.190	37,200	38,400	75,600
Woodland		0.000	0		0
Totals for 2012:					
General Property		0.190	49,700	47,200	96,900
Woodland		0.000	0		0

Lottery Credit:

Claim Count: 1

Regi Bachochin

From: John Moyer
Sent: Monday, September 30, 2019 11:07 AM
To: jsimmers@frontier.com
Cc: Teri Jacobson; Mary Kubicki; Regi Bachochin; Monica Yuhas; Daniel Esposito; Joseph Cardamone; Jennifer Kopp
Subject: Tax Deed Parcel 37-4-121-312-0272

Mr. Simmers,

I am an attorney representing Kenosha County and respond to your email of September 27, 2019 concerning the property at 11713 212th Ave. It is unfortunate that you are in this position. However, due to a long history of nonpayment of property taxes, Kenosha County now owns this parcel since a tax deed was properly taken. There are statutes which govern a challenge based upon excessive assessment—which is what it seems you are claiming in this matter. While we do not agree with your assertion as to the assessments, you are free to hire legal counsel to assist you if you wish to pursue that avenue. Kenosha County will argue, however, that any challenge to the assessments should have been made before the tax deed was taken. Under these circumstances, we would not schedule this on the County Board agenda, but you are free to address the County Board at its meetings during public comments or in writing to the County Board. I encourage you to work with the Kenosha County Aging and Disability Resource Center for any help that they can provide—I am aware that they have reached out to you. Again, while this situation is unfortunate, Kenosha County is obligated to enforce tax laws. My hope is that this is responsive to the issues raised in your email.

Sincerely,

John F. Moyer
Senior Assistant Corporation Counsel
Kenosha County
912 56th Street LL13
Kenosha, WI 53140
Tel: (262) 925-8023
Fax: (262) 925-8028

Regi Bachochin

From: Monica Yuhas
Sent: Friday, September 27, 2019 1:33 PM
To: Mary Kubicki; Joseph Cardamone; Daniel Esposito; Jennifer Kopp; Regi Bachochin
Cc: jsimmers jsimmers
Subject: Fw: Request for help

Hello John,

I am forwarding your email onto the County Clerk's Office, Corporation Counsel and the Chairman of the County Board for guidance on addressing your issue as stated below in your email.

Monica Yuhas
 District 18, Kenosha County Board Supervisor
 262.496.3914

From: jsimmers jsimmers <jsimmers@frontier.com>
Sent: Friday, September 27, 2019 1:24 PM
To: Monica Yuhas <Monica.Yuhas@kenoshacounty.org>
Subject: Request for help

Ms. Yuhas,

My name is John Simmers. I live in Bristol – District 18, the area of Kenosha County you represent. I am writing to ask for your help with a matter that will immediately or ultimately (or, both) stem to require consideration of the Kenosha County Board of Supervisors.

I am hoping that this email a best first-step for my communicating with you. I am disabled from a neuro-disorder that randomly waxes and wanes to limit my ability throughout the day. Moreover, there is also a speech impediment that can make it very-hard or even-prohibitive for me to effectively communicate over the phone. So, this seems most suitable.

While I believe that time may at-least now be an essence to some first-part of this, and, while I can provide it now, this is my best guess of background and details that will provide the bases of explaining my requesting your help here:

On September 4th – I was served a 28-day notice to vacate the premises of my property (Tax Parcel #37-4-121-312-0272), due to a tax deed of my property that had been taken by Kenosha County – on August 26th, for failure to pay real-estate taxes.

My notification that Kenosha County had actually already-taken a tax deed of my property was a surprise to me. At the time, I had even completed arrangements that would have then made my full payment of the taxes, penalties and any fees that were due. I even made immediate contact with the County Clerk and, then, County Treasure, to advise of the same, but, each in-turn denied me to make such a payment.

Since my notification of the tax deed, through my working with legal-assistance, I've come to realize that my surprise about the tax deed was at-least in-part due to my own significant misunderstanding of the final steps that would occur to that taking, and, at-least to this point, it seems Kenosha County properly followed the procedure that has been set-out for such an action.

However, while trying to resolve my situation, I have also now stumbled across a finding that Kenosha County took the tax deed of my property on the basis of defective assessments – which are obvious to have made the amount of my taxes inequitable or unjust, requiring the Kenosha County Board of Supervisors to set-aside or otherwise rescind the tax deed of my property.

I know the assessments in question are defective –as they were calculated solely on the exterior of the home. I have all along lived there alone and I've never shown the interior for an assessment. In or

around 2003-2005, I obtained a building permit and began a renovation of my home. In the time that followed, as a result of my being disabled from employment – my income ultimately fell to less than a third of what it had been – I used funds that were to be for working on the house to instead pay for medicine, medical bills and other necessities, and the work that was begun on the house has since then remained incomplete.

As a result, since at-least 2008, I have only lived in approximately 200 square feet of the home (a bedroom and bathroom area). The home remains without even any drywall, finished flooring, some parts of insulation, some completed electrical, and heating for what would otherwise be the living-room, dining-area, and kitchen areas in the house (there is otherwise only the one bedroom and bath). The incomplete and unlivable space in the home accounts for 75% of the total-floorplan. In that the assessments of the home have not accounted for the disposition of the interior-space, the amounts of those assessments would obviously be significantly high – as to unduly or unjustly raise the calculated taxes.

My information is that the same chapter of statutes that served cause for Kenosha County to take a tax deed of my property also provides that the Kenosha County Board of Supervisors must set aside or otherwise rescind a tax deed that is taken on the bases of such defective assessments.

Given this – there are two problems that I now have.

The first problem is that the notice I have to vacate the premises is up this Wednesday – on October 2nd. I was hoping that the face of the information I've related here is sufficient for you to obtain a stay of the notice through the Board of Supervisors' meeting that I understand will be held this Tuesday – on October 1st (the first Tuesday of the month). I don't expect the Board to just take me at my word – however, I also hope that there is some compassion to their realizing that a stay of the process is a reasonable step – until the question is resolved.

The second problem is simply that I have no idea and cannot find information regarding the process for bringing this matter for the Board's consideration. Yesterday, I met with Randy Kerkman – the Bristol Administrator (I've been working with him regarding my bringing the exterior of the house up to code) and discussed this with him – he was also unaware of the process for seeking the Board's consideration of such a matter, but, recommended that I should reach out to you.

I am sorry for the length here, but – as above, given the essence of time, and, in that I don't always have control of my day-to-day ability to complete such communication, I thought it would be best to give it all of what I thought could be helpful.

Thanks in advance for anything you can provide.

All the Good,

John Simmers

11713 212th Ave

Bristol, WI 53104

EM: jsimmers@frontier.com

PH: 262.862.6766

Regi Bachochin

From: Mary Kubicki
Sent: Monday, November 18, 2019 12:21 PM
To: Regi Bachochin
Subject: Fwd: Question

Sent from my iPhone

Begin forwarded message:

From: <admin@villageofbristol.org>
Date: November 18, 2019 at 11:58:57 AM CST
To: "'Mary Kubicki'" <Mary.Kubicki@kenoshacounty.org>
Subject: RE: Question

Hi Mary,

This is in regards to 11713 212th avenue parcel # 37-4-121-312-0272. John Simmer was the owner and we had issued a ticket for building maintenance there was no siding on the house. The original letter was sent 3/26/2018 and followed with a ticket roughly 30 days after. I have met with him on a number of occasions and he kept asking for more time although as I witnessed from driving by no work ever happened. Bristol was trying to work with him and yet no work was taking place. Since he was not responding to the requirements to correct the issues on the property, Bristol recommends retaining ownership and selling to someone who will correct the issues.

Thank you,



SOUTHSHORE TITLE AND CLOSING SERVICES, LLC

6040 39th Avenue, Suite 4

Kenosha, WI 53142

Phone: 262-925-9082 | Fax: 262-605-1519

Email: laurie@southshoretile

December 17, 2018

Customer: Teri Jacobson
County of Kenosha Treasurer's Office
1010 56th Street
Kenosha, WI 53140

Re: John F. Simmers
11713 212th Ave.
Bristol, WI
Order No. 180464600658

In response to your request, we have searched the records of Kenosha County, from September 9, 1993 to December 17, 2018 at 8:00 am, and report as follows:

LEGAL DESCRIPTION:

Lot Two (2) in Block Three (3) Second Addition to Lake Shangri-La Beach, a subdivision of the Northwest Quarter of Section 31, Town 1 North, Range 21 East of the Fourth Principal Meridian, and lying and being in the Village of Bristol, County of Kenosha and State of Wisconsin.

RECORD TITLE:

The property located at 11713 212th Ave., Bristol, WI, was deeded to John F. Simmers by Warranty Deed dated 8/25/1993, and recorded 9/9/1993, as Document No. 938305 in Volume 1618, page 418, in the Office of the Register of Deeds of Kenosha County, WI.

VALUATION FROM 2018 TAX ROLL:

Land \$37,200
Improvements \$38,400
Total Assessed Value \$75,600
Estimated Fair Market Value \$87,300

THE FOLLOWING MATTERS AFFECT TITLE TO THE PROPERTY:

Real estate Taxes, for the year 2015 and thereafter:
2015 taxes are delinquent in the amount of \$2,335.41 plus additional interest and penalties. (not an official payoff)
2016 taxes are delinquent in the amount of \$1,450.06 plus additional interest and penalties. (not an official payoff)
2017 taxes are delinquent in the amount of \$2,354.56 plus additional interest and penalties. (not an official payoff)
2018 taxes in the amount of \$2,383.73 are unpaid and due.
Tax Key No. 37-4-121-312-0272

Please be advised that our search did not disclose any additional open mortgages or liens of record. If you should have knowledge of any outstanding obligation or lien, please contact our company for further review.

Letter Report
File No.:
Order No.: 180464600658
Page 2 of 2

This Letter Report is not to be construed as a Commitment to insure the title to the premises. This information is furnished to report all deeds, mortgages, and other documents recorded from the date of commencing this Search through the Effective Date of this Report.

The effective date of this report is December 17, 2018 at 8:00 am.

Liability under this report is limited to the fee paid herefor.

Sincerely,

Southshore Title and Closing Services, LLC

By:



Parcel Number: 37-4-121-312-0272 (f/n/a 35-4-121-312-0272)

Property Address: 11713 212th Ave, Village of Bristol

Date of Tax Deed: 8/26/2019

Total Delinquent Tax
owed to Kenosha County

Total Delinquent Tax Total

General Tax:	\$5,177.35	
Special Assessments:	\$3,346.41	
Interest:	\$2,408.92	Dec. 2019 Int
Penalty:	\$1,204.46	Dec. 2019 Pen
Estimated based off 2018 - Current 2019 Yr Tax:	\$2,574.45	

TOTAL DELINQUENT TAX OWED: \$14,711.59**Cost incurred by Kenosha County in the Tax Deed process**

Treasurer's cost:	Tax Deed Fee	\$120.51
County Clerk costs:	Tax Deed Recording Fee	\$30.00
	Court Eviction Fees	\$94.50
	Corporation Counsel Costs	\$798.60
	Treasurer Personnel costs	\$237.48
	Sheriff Personnel costs	\$52.37
	Personnel costs	\$754.89
	TOTAL EXPENSES:	\$2,088.35
	TOTAL AMOUNT GENERAL TAXES:	\$14,711.59

TOTAL AMOUNT DUE TO KENOSHA COUNTY: \$16,799.94 DECEMBER PAYOFF AMOUNT

Assessment as of:	1/1/2018
Assessed Land:	\$39,000.00
Improvement:	\$35,200.00
Assessment Total:	\$74,200.00

Total amount paid by the County:
\$16,799.94

COUNTY CLERK SUGGESTED AUCTION PRICE:

Auction

SPECIAL INSTRUCTIONS/NOTES:

Year Built:	1944
Style:	Single Family Ranch
Total Area:	720
Bedrooms:	1
Bathrooms:	1
Basement:	0
Heating:	Gas
Cooling:	Unknown

Parcel Number: 37-4-121-312-0272 (f/n/a 35-4-121-312-0272)

Property Address: 11713 212th Ave, Village of Bristol

Date of Tax Deed: 8/26/2019

Total Delinquent Tax
owed to Kenosha County

Total Delinquent Tax Total

General Tax:	\$5,177.35	
Special Assessments:	\$3,346.41	
Interest:	\$2,494.17	Jan. 2020 Int
Penalty:	\$1,247.09	Jan. 2020 Pen
Estimated based off 2018 - Current 2019 Yr Tax:	\$2,574.45	
TOTAL DELINQUENT TAX OWED:	\$14,839.47	

Cost incurred by Kenosha County in the Tax Deed process

Treasurer's cost:	Tax Deed Fee	\$120.51
County Clerk costs:	Tax Deed Recording Fee	\$30.00
	Court Eviction Fees	\$94.50
	Corporation Counsel Costs	\$798.60
	Treasurer Personnel costs	\$237.48
	Sheriff Personnel costs	\$52.37
	Personnel costs	\$754.89
	TOTAL EXPENSES:	\$2,088.35
	TOTAL AMOUNT GENERAL TAXES:	\$14,839.47

TOTAL AMOUNT DUE TO KENOSHA COUNTY:**\$16,927.82 JANUARY PAYOFF AMOUNT**

Assessment as of:	1/1/2018
Assessed Land:	\$39,000.00
Improvement:	\$35,200.00
Assessment Total:	\$74,200.00

Total amount paid by the County:
\$16,927.82

COUNTY CLERK SUGGESTED AUCTION PRICE:

Auction

SPECIAL INSTRUCTIONS/NOTES:

Year Built:	1944
Style:	Single Family Ranch
Total Area:	720
Bedrooms:	1
Bathrooms:	1
Basement:	0
Heating:	Gas
Cooling:	Unknown

*11/16
repealed 1993**4/92 Reprinted due to
conversion*(1) Purchase Of.

- (a) The former owner of lands which are hereafter held by the County under tax deeds may be given preference in the purchase of such lands from the County as hereinafter set forth. Such preference of the former owner shall also extend to his or her heirs. This ordinance is enacted pursuant to section 75.35(3) of the Wisconsin Statutes.
- (b) The former owner or heirs may only exercise the option under this ordinance to purchase such lands for a period of 30 days following the date on which the county receives such land by tax deed.
- (c) At the time the former owner or his heirs exercise the option to purchase such land, he or they shall tender to the County or to its proper officers all taxes, interest, special assessments and special charges, and penalties levied or assessed against such lands plus the amount of taxes that would have been owed on the property if the County had not acquired the property together with the greater of \$75.00 or actual expenses to cover the costs of publication, recording fees, other related costs, service fees and service costs, and search of the title. Upon the tender of such sum, the County, by its proper officers, may execute, acknowledge, and deliver a quit claim deed covering such premises to the former owner or his heirs.
- (d) The tax deed lands sold by the County to the former owner of such lands or his heirs shall not be subject to the provisions of section 75.69 of the Wisconsin Statutes relating to the appraisal and sale of tax deed lands.
- (e) This section shall not apply to tax deeded lands which have been improved for or dedicated to a public use by the municipality subsequent to its acquisition thereof.
- (f) No former owner shall be eligible under this ordinance, if they had any mortgages, tax liens, judgments against the property at the time of tax deed unless then can give proof of reinstatement of said mortgages, state and federal tax liens, and/or judgments during the 30 day period. (3/20/90)

3.64 PUBLIC RECORDS AND PROPERTY

- (1) Declaration of Policy and Intent. It is the intent of the Kenosha County Board of Supervisors to enact legislation in compliance with sections 19.31 through 19.39 of the Wisconsin Statutes and all other provisions of state statutes relative to public records. In recognition of the fact that a representative government is dependent upon an informed electorate, it is declared to be the public policy of this county that all persons are entitled to the greatest possible information regarding the affairs of government and the official acts of those officers and

of the lands in such town exempt under this section. Nothing in this section shall be so construed as to apply to lands owned by minors or persons adjudged mentally incompetent.

History: 1977 c. 29 s. 1647 (6); 1977 c. 83, 203; 1987 a. 378.

75.35 Sale of tax-deeded lands; purchase of adjacent lands. (1) **DEFINITION.** In this section "tax-deeded lands" means lands which have been acquired by a county through enforcement of the collection of delinquent taxes by tax deed, foreclosure of tax certificate, deed in lieu of tax deed, action in rem under s. 75.521 or other means.

(2) **POWER OF COUNTY TO SELL TAX-DEEDED LANDS.** (a) Except as provided in s. 75.69, any county shall have the power to sell and convey its tax-deeded lands in such manner and upon such terms as the county board may by ordinance or resolution determine, including without restriction because of enumeration, sale by land contract, or by quitclaim or warranty deed with mortgage from vendee to secure any unpaid balance of the purchase price. Such mortgage may be foreclosed in the same manner as any other mortgage. The title to lands conveyed by land contract shall remain in the county until fully paid for and in the event of default in such payment the county may foreclose the land contract with costs and reasonable attorney fees. When such land contract runs to a person or private corporation, the lands therein conveyed shall be placed on the tax roll and be subject to taxation the same as though absolute title thereto was vested in the purchaser under such land contract. Such purchaser shall be liable to pay all taxes against such land and in the event of failure to make such payment the county may pay the same and add the sum so paid to the amount due on the land contract.

(c) Any conveyance by land contract or deed or satisfaction of mortgage shall be executed by the county clerk under the clerk's hand and the seal of the county.

(d) The county board may delegate its power to manage and sell tax-deeded lands to a committee constituted of such personnel and in such manner and compensated at such rate as the county board may by ordinance determine, provided that the compensation and mileage of county board members serving on such committee shall be limited and restricted as provided in s. 59.13 (2), or the county board may delegate the power of acquisition, management and sale of tax-deeded lands or any part of such power to such officer and departments of the county as the county board may by ordinance determine. Such ordinance shall prescribe the policy to be followed in the acquisition, management and sale of tax-deeded land and shall prescribe generally the powers and duties of such committee, officers, departments, employees and agents. The county board is authorized to engage licensed real estate brokers and salespersons to assist in selling such lands and pay a commission for such service and to advertise such sale in such manner as it deems proper. The county board may appropriate such sums of money as may be necessary to carry out the provisions of this section.

(e) Any county acting either by its board or by delegated authority as provided in this section may sell and convey tax-deeded lands to the former owner or owners thereof and such conveyance shall not operate to revive any tax certificate lien or any other lien whatsoever which was cut off and rendered void by the tax deed, foreclosure of tax certificate, deed in lieu of tax deed, action in rem under s. 75.521 or other means by which the county acquired title to such land, nor shall it revive the lien of any tax certificate or tax dated subsequently to the date on which the county acquired its title. The enactment into statute law of the provisions of this paragraph shall not be deemed an expression of legislative intent that the prior common law of this state was otherwise than as herein provided.

(f) If special assessments, as defined in s. 75.36 (1), levied on the tax-deeded land have not been settled in full under s. 74.29 or otherwise paid to the taxing jurisdiction that levied the special assessments, the taxing jurisdiction may purchase the tax-deeded land by notifying the county of its intent to do so at any time within

one year after the period of redemption has expired but prior to the date upon which the tax-deeded land is sold to another person by the county. The amount for which the tax-deeded land may be purchased shall be the sum of the following:

1. All expenses incurred by the county to obtain marketable title to the property, except that the time of county employees and officers may not be included in those expenses. The county may establish a reasonable estimate of the average cost to obtain marketable title to property which it may use instead of determining the actual costs for any parcel sold by the county.

2. All amounts of unpaid general property taxes, special assessments, special charges and special taxes levied against the property sold, including interest and penalties imposed under s. 74.47 previously paid to taxing jurisdictions by the county.

3. Any withdrawal tax and any withdrawal fee due under s. 77.84 (3) (b).

4. Any unpaid special assessments or special charges that were not levied by the taxing jurisdiction purchasing the tax-deeded land. The county shall pay any amounts received under this subdivision to the taxing jurisdiction which levied the special assessment or special charge.

(3) **PREFERENCE TO FORMER OWNER TO REPURCHASE.** The county board may, at its option, by ordinance provide that in the sale of tax-deeded lands, the former owner who lost his or her title through delinquent tax collection enforcement procedure, or his or her heirs, may be given such preference in the right to purchase such lands as such ordinance shall provide. Such ordinance may provide that such sale be exempt from any or all provisions of s. 75.69 if the net proceeds from the sale to the former owner as determined under s. 75.36 (3) will be sufficient to pay all special assessments and special charges to which the property is subject, including interest imposed under s. 74.47, or if the county settles in full with the taxing jurisdiction for special assessments, as defined in s. 75.36 (1), to which the property is subject. Such ordinance shall not apply to tax-deeded lands which have been improved for or dedicated to a public use by the county subsequent to its acquisition thereof.

(4) **PURCHASE OF ADJACENT LANDS.** A county may purchase lands adjacent to tax-deeded lands in cases where the county board determines that such purchase will improve the salability of such tax-deeded lands or will create access to streets or highways for lands lacking such access.

(7) **LIABILITY PRECLUDED.** Absent fraud, no county is liable for acts or omissions associated with the sale of property under this section.

History: 1987 a. 27, 378; 1989 a. 104; 1993 a. 184; 1995 a. 201; 2003 a. 228.

Cross-reference: See s. 59.52 (6) for power of county to direct county clerk to sell or contract for sale and conveyance of land owned by county, whether acquired by tax deed or otherwise.

An ordinance under sub. (3) allowed a mortgagor to reacquire foreclosed property free of the mortgage lien. *Bank of Commerce v. Waukesha County*, 89 Wis. 2d 715, 279 N.W.2d 237 (1979).

75.36 County acquisition and sale of property. (1) **DEFINITION.** In this section, "special assessments" means unpaid installments of special assessments which were levied on real property prior to the date that the county acquired the real property by taking of a tax deed under this chapter. "Special assessments" includes amounts delinquent when the property became subject to a tax certificate, installments which became delinquent during the time the property is subject to a tax certificate and all installments payable after the date the county takes a tax deed under this chapter. "Special assessments" does not include unpaid amounts of special assessments deferred under s. 66.0715 (2), unless the taxing jurisdiction has acted under s. 66.0715 (2) (b).

(2) **ACQUISITION OF PROPERTY BY COUNTY, EFFECT ON LIABILITIES.** (a) If property is acquired by a county taking a tax deed under this chapter, the county is not required to pay any special charges or special assessments until the property is sold by the county. In the case of lands designated as forest croplands or managed-forest lands, the county is not required to pay any taxes under

the dwelling was owned and occupied by the person who owns and occupies the building at the beginning of the deferral period. If the owner ceases to occupy the dwelling during the deferral period, the city treasurer shall foreclose the tax certificate on the dwelling as soon as practicable. A city adopting an ordinance under this section may require the dwelling owner to submit proof that the owner is eligible for a deferral under this section.

History: 1981 c. 322; 1987 a. 378.

75.20 Limitations on certificates and issue of deeds; life of tax certificate liens. (1) TAX CERTIFICATES; WHEN VOID. Tax certificates shall be void after 11 years following December 31 of the year in which such certificates were dated.

(2) COUNTY TREASURER TO CANCEL ALL OUTLAWED TAXES. No deed shall be issued or action commenced on any tax certificate whatever after it shall have become void by virtue of the statute of limitations provided in this section. The interest in the land represented by such certificate shall terminate upon the last date upon which a deed could have been issued thereon, or an action could have been commenced thereon if no summons and complaint was served and filed prior to such date. The county treasurer shall cancel all tax certificates which have become void by limitation and shall make an entry in the treasurer's record of unredeemed property subject to a tax certificate evidencing such cancellation.

(3) CANCELLATION TO LOCAL TREASURER. Whenever the county treasurer shall cancel a tax certificate which has become void by virtue of any statutes of limitation the county treasurer shall within 30 days thereafter in writing certify such cancellation to the proper town, city or village treasurer who shall make entry thereof in his or her records. Such cancellation need not be so certified in cases where the county has settled in full with the town, city or village.

(4) STAY BY INJUNCTION NOT PART OF LIMITATION. When the issuing of a deed on a tax certificate or certificates or the commencement of an action thereon shall be stayed by injunction, the time of the continuance of such injunction shall not be a part of the time hereinabove limited in this section as the life of a tax certificate.

History: 1975 c. 198; 1981 c. 390 s. 252; 1983 a. 189; 1987 a. 378.

75.22 Validity; immaterial errors. If after the issuance of a tax certificate or conveyance to the county of any lands subject to a tax certificate and within the time hereinafter prescribed it shall be discovered that the certificate was invalid, the county board shall make an order, briefly stating the reason therefor, directing that the certificate, as it applies to the affected lands, or deed be canceled. But no certificate or conveyance shall be deemed invalid within the meaning of this section by reason of any mistake or irregularity in any of the tax proceedings not affecting the groundwork of the tax; nor shall any county be liable to pay or refund any moneys by reason of any such mistake or irregularity.

History: 1987 a. 378.

A defect in the groundwork of the tax means a defect or irregularity that necessarily affects the principle of the tax and shows that it must be unjust and unequal or an illegality or irregularity that results in an inequitable burden. In order for a county to argue that it has the authority to set aside a tax deed under this section, it would be required to show the property was inequitably taxed resulting in the property owner paying more than its equitable share of the tax. *Jackson County v. DNR*, 2006 WI 96, 293 Wis. 2d 497, 717 N.W.2d 713, 04-2582.

75.23 Canceled deeds, certificates of county clerk. Whenever the county board shall order the cancellation of any tax deed, the county clerk shall furnish to the owner of the lands described in such deed, upon request therefor, a certificate in writing, executed under the clerk's hand and official seal, stating the fact of such cancellation, the date thereof, the description of the lands as to which such deed is canceled, the date of such deed, the date of the issuance of the tax certificate upon which such deed is based and the reason for such cancellation. Such certificate may be recorded in the office of the register of deeds of the county where the lands therein described are located, and such record shall be prima facie evidence of the facts therein stated and of the

cancellation of the tax deed therein mentioned as to the lands therein described.

History: 1987 a. 378.

75.24 Limitation, claims under illegal deed or certificate. Every action brought or claim presented against any county for the recovery of any sum of money on account of any defective or void tax certificate or tax deed made or issued by any such county shall be commenced or presented during the life of such tax certificates on which such deed was issued in accordance with the limitations as provided in s. 75.20; and whenever an action relating to the validity of a tax certificate or tax deed shall have been commenced within the time above limited and a final judgment shall not be rendered in such action until after the expiration of the time so limited, in such case an action may be commenced or claim presented on account of such certificate or deed within one year after final judgment declaring the same void.

History: 1987 a. 378.

75.25 Lien of reassessed tax. (1) If the county board, on making an order directing the refunding of money on account of the invalidity of any tax certificate or tax deed, shall be satisfied that the lands described in such certificate or deed were justly taxable for such tax or some portion thereof, it shall fix the amount of such tax justly chargeable thereon on each parcel thereof, and direct the same to be assessed in the next assessment of county taxes, with interest thereon at the same rate that would have applied had the tax been collected before the tax certificate was issued, or the land been redeemed from the time when such tax was due and payable to the end of the tax levy year in which such tax will be placed on the tax roll as a reassessment; and the county clerk, in the clerk's next apportionment of county taxes, shall charge the same as a special tax to the town, city or village in which such lands are situated, specifying the particular tract of land upon which the same are to be assessed and the amount chargeable to each parcel and the year when the original tax was assessed, and certify the same to the clerk of the proper town, city or village; and the clerk receiving such certificate shall enter the same on the tax roll accordingly. The lien of any tax reassessed as provided in this section shall attach to the land as of the date when such tax as originally levied became a lien and shall continue and constitute the lien of any tax certificate issued upon such lands for such reassessed tax. Such lien shall be superior to the lien of any tax certificate issued upon such land dated after the date of the lien of such reassessed tax but prior to the date of the tax certificate issued upon such land for such reassessed tax.

(2) Whenever the county board cancels a defective or void tax certificate or tax deed and such lands cannot be justly taxed for the item in question, the county clerk shall charge the respective town, city or village wherein such lands are situated in the clerk's next apportionment of county taxes with the amount of the refund, if any, occasioned by the invalidity of such tax certificate or tax deed. That charge shall be in the amount of the tax without interest.

History: 1987 a. 378.

75.26 Limitation. (1) GRANTEE IN DEED. (a) No action may be maintained by the grantee or anyone claiming under the grantee to recover the possession of any land or any interest in land which has been conveyed by deed for the nonpayment of taxes unless one of the following conditions is met:

1. The action is brought within 3 years next after the date of the execution of the deed.

2. The land demanded is, when conveyed, vacant and unoccupied and remains so, unless the action is brought within 3 years next after the date of the recording of the deed.

3. The grantee or those claiming under the grantee have been in actual, not constructive, possession of the land demanded for 3 successive years during the 5 years next after the recording of the deed.

(b) Notwithstanding par. (a), if the former owner takes possession of any land conveyed by deed for the nonpayment of taxes at

to the county, and the county treasurer shall settle for that share under s. 74.29. As part of that distribution, the taxation district treasurer shall retain for the taxation district and for each tax incremental district within the taxation district and each environmental remediation tax incremental district created by the taxation district its proportionate share of real property taxes. The taxation district treasurer shall also distribute to the county the proportionate share of real property taxes for each environmental remediation tax incremental district created by the county.

(c) Pay to each taxing jurisdiction within the district its proportionate share of taxes on improvements on leased land, except that the treasurer shall pay the state's proportionate share to the county. As part of that distribution, the taxation district treasurer shall allocate to each tax incremental district within the taxation district its proportionate share of taxes on improvements on leased land.

(3) **APPROVAL OF PAYMENT NOT REQUIRED.** The taxation district treasurer shall make payments required under subs. (1) and (2) whether or not the governing body of the taxation district has approved those payments. Following a payment required under subs. (1) and (2), the taxation district treasurer shall prepare and transmit a voucher for that payment to the governing body of the taxation district.

History: 1987 a. 378; 1991 a. 39; 1995 a. 408; 2001 a. 16; 2003 a. 33, 228; 2005 a. 241, 418; 2007 a. 97; 2009 a. 171; 2013 a. 54, 81; 2013 a. 151 s. 28; 2015 a. 191, 216, 358.

74.31 Failure to settle timely. If the taxation district treasurer or county treasurer does not settle as required under ss. 74.23 to 74.30:

(1) **INTEREST CHARGE.** The taxation district or county which has not settled shall pay 12 percent annual interest on the amount not timely paid to the taxing jurisdiction, including this state, to which money is due, calculated from the date settlement was required.

(2) **PENALTY.** The taxing jurisdiction, including this state, to which money is due may demand, in writing, payment from the taxation district or county which has not settled. If, within 3 days after receipt of a written demand, settlement is not made, the taxation district or county shall pay the taxing jurisdiction, including this state, making the demand a 5 percent penalty on the amount remaining unpaid.

History: 1987 a. 387; 1991 a. 39.

74.315 Omitted property. (1) **SUBMISSION.** No later than October 1 of each year, the taxation district clerk shall submit to the department of revenue, on a form prescribed by the department, a listing of all the omitted taxes under s. 70.44 to be included on the taxation district's next tax roll, if the total of all such taxes exceeds \$5,000.

(2) **EQUALIZED VALUATION.** After receiving the form under sub. (1), but no later than November 15, the department of revenue shall determine the amount of any change in the taxation district's equalized valuation that results from considering the valuation represented by the taxes described under sub. (1). The department's determination under this subsection is subject to review only under s. 227.53.

(3) **NOTICE AND DISTRIBUTION.** If the department of revenue determines under sub. (2) that the taxation district's equalized valuation changed as a result of considering the valuation represented by the taxes described under sub. (1), the department shall notify the taxation district and the taxation district shall distribute the resulting collections under ss. 74.23 (1) (a) 5., 74.25 (1) (a) 4m., and 74.30 (1) (dm).

History: 2009 a. 171.

SUBCHAPTER V

ADJUSTMENT

74.33 Sharing and charging back of taxes due to palpable errors. (1) **GROUND.** After the tax roll has been delivered to the treasurer of the taxation district under s. 74.03, the gov-

erning body of the taxation district may refund or rescind in whole or in part any general property tax shown in the tax roll, including agreed-upon interest, if:

(a) A clerical error has been made in the description of the property or in the computation of the tax.

(b) The assessment included real property improvements which did not exist on the date under s. 70.10 for making the assessment.

(c) The property is exempt by law from taxation, except as provided under sub. (2).

(d) The property is not located in the taxation district for which the tax roll was prepared.

(e) A double assessment has been made.

(f) An arithmetic, transpositional or similar error has occurred.

(2) **EXCEPTIONS.** The governing body of a taxation district may not refund or rescind any tax under this section if the alleged error may be appealed under s. 70.995 (8) (c) or if the alleged error is solely that the assessor placed a valuation on the property that is excessive.

(3) **CHARGING BACK AND SHARING TAXES.** If an error under sub. (1) has been discovered, the governing body of the taxation district shall proceed under s. 74.41.

History: 1987 a. 378; 1991 a. 39; 1993 a. 307; 1995 a. 408.

A potential error in classifying a mobile home as real, not personal, property was not a clerical error under sub. (1) (a), nor could it be considered to be the inclusion of a real property improvement that did not exist under sub. (1) (b), as the property did exist. *Ahrens v. Town of Fulton*, 2000 WI App 268, 240 Wis. 2d 124, 621 N.W.2d 643, 99-2466.

Affirmed on other grounds. 2002 WI 29, 251 Wis.2d 135, 641 N.W.2d 423, 99-2466.

74.35 Recovery of unlawful taxes. (1) **DEFINITIONS.** In this section "unlawful tax" means a general property tax with respect to which one or more errors specified in s. 74.33 (1) (a) to (f) were made. "Unlawful tax" does not include a tax in respect to which the alleged defect is solely that the assessor placed a valuation on the property that is excessive.

(2) **CLAIM AGAINST TAXATION DISTRICT.** (a) A person aggrieved by the levy and collection of an unlawful tax assessed against his or her property may file a claim to recover the unlawful tax against the taxation district which collected the tax.

(b) A claim filed under this section shall meet all of the following conditions:

1. Be in writing.

2. State the alleged circumstances giving rise to the claim, including the basis for the claim as specified in s. 74.33 (1) (a) to (e).

3. State as accurately as possible the amount of the claim.

4. Be signed by the claimant or his or her agent.

5. Be served on the clerk of the taxation district in the manner prescribed in s. 801.11 (4).

(2m) **EXCLUSIVE PROCEDURE.** A claim that property is exempt, other than a claim that property is exempt under s. 70.11 (21) or (27), may be made only in an action under this section. Such a claim may not be made by means of an action under s. 74.33 or an action for a declaratory judgment under s. 806.04.

(3) **ACTION ON CLAIM.** (a) In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

(b) The taxation district shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

(c) If the governing body of the taxation district determines that an unlawful tax has been paid and that the claim for recovery of the unlawful tax has complied with all legal requirements, the governing body shall allow the claim. The taxation district treasurer shall pay the claim not later than 90 days after the claim is allowed.

(d) If the taxation district disallows the claim, the claimant may commence an action in circuit court to recover the amount of the

claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by certified or registered mail that the claim is disallowed.

(4) **INTEREST.** The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest computed from the date of filing the claim against the taxation district, at the rate of 0.8 percent per month.

(5) **LIMITATIONS ON BRINGING CLAIMS.** (a) Except as provided under par. (b), a claim under this section shall be filed by January 31 of the year in which the tax is payable.

(b) A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87.

(c) No claim may be filed or maintained under this section unless the tax for which the claim is filed, or any authorized installment payment of the tax, is timely paid under s. 74.11, 74.12 or 74.87.

(d) No claim may be made under this section based on the contention that the tax was unlawful because the property is exempt from taxation under s. 70.11 (21) or (27).

(6) **COMPENSATION FOR TAXATION DISTRICT.** If taxes are refunded under sub. (3), the governing body of the taxation district may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1991 a. 39; 1997 a. 237; 2007 a. 19.

This section only authorizes courts to determine whether a taxpayer is exempt from taxes already paid, not taxes that might be assessed in the future. Tax exempt status, once granted, is not automatic. It is subject to continuing review, a notion inconsistent with a declaration that property is exempt from future property taxes. Northwest Wisconsin Community Services Agency, Inc. v. City of Montreal, 2010 WI App 119, 328 Wis. 2d 760, 789 N.W.2d 392, 09-2568.

74.37 Claim on excessive assessment. (1) DEFINITION. In this section, a "claim for an excessive assessment" or an "action for an excessive assessment" means a claim or action, respectively, by an aggrieved person to recover that amount of general property tax imposed because the assessment of property was excessive.

(2) **CLAIM.** (a) A claim for an excessive assessment may be filed against the taxation district, or the county that has a county assessor system, which collected the tax.

(b) A claim filed under this section shall meet all of the following conditions:

1. Be in writing.
2. State the alleged circumstances giving rise to the claim.
3. State as accurately as possible the amount of the claim.
4. Be signed by the claimant or his or her agent.
5. Be served on the clerk of the taxation district, or the clerk of the county that has a county assessor system, in the manner prescribed in s. 801.11 (4) by January 31 of the year in which the tax based upon the contested assessment is payable.

(3) **ACTION ON CLAIM.** (a) In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

(b) The taxation district or county that has a county assessor system shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

(c) If the governing body of the taxation district or county that has a county assessor system determines that a tax has been paid which was based on an excessive assessment, and that the claim for an excessive assessment has complied with all legal requirements, the governing body shall allow the claim. The taxation district or county treasurer shall pay the claim not later than 90 days after the claim is allowed.

(d) If the taxation district or county disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced

within 90 days after the claimant receives notice by registered or certified mail that the claim is disallowed.

(4) **CONDITIONS.** (a) No claim or action for an excessive assessment may be brought under this section unless the procedures for objecting to assessments under s. 70.47, except under s. 70.47 (13), have been complied with. This paragraph does not apply if notice under s. 70.365 was not given.

(b) No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or any authorized installment of the tax, is timely paid under s. 74.11 or 74.12.

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (13) or 70.85. No assessment may be contested under s. 70.47 (13) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

(5) **INTEREST.** The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

(7) **COMPENSATION.** If taxes are refunded under sub. (3), the governing body of the taxation district or county that has a county assessor system may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1993 a. 292; 1995 a. 408; 2007 a. 86; 2017 a. 207 s. 5; 2017 a. 358.

Sections 70.47 (13), 70.85, and 74.37 provide the exclusive method to challenge a municipality's bases for assessment of individual parcels. All require appeal to the board of review prior to court action. There is no alternative procedure to challenge an assessment's compliance with the uniformity clause. *Hermann v. Town of Delavan*, 215 Wis. 2d 370, 572 N.W.2d 855 (1998), 96-0171.

Claimants who never received notice of a changed assessment under s. 70.365 were exempt from the obligation to proceed before the board of review. However, they were required to meet the January 31 filing date in sub. (2), regardless of the fact that they never received the notice. *Reese v. City of Pewaukee*, 2002 WI App 67, 252 Wis. 2d 361, 642 N.W.2d 596, 01-0850.

While certiorari review of an assessment is limited to the review of the board of assessment's record, sub. (3) (d) allows the court to proceed without regard to any determination made at an earlier proceeding. The assessor's assessment is presumed correct only if the challenging party does not present significant contrary evidence. The court may hear new evidence and can enter a judgment if it is in the best interest of the parties. *Bloomer Housing Limited Partnership v. City of Bloomer*, 2002 WI App 252, 257 Wis. 2d 883, 653 N.W.2d 309, 01-3495.

After *Nankin*, the state-wide application of this section must prevail over any statutes that would defeat its implementation. Special rules help harmonize provisions that were once fully compatible with this section but, as a result of *Nankin*, conflict with this section. *U.S. Bank National Association v. City of Milwaukee*, 2003 WI App 220, 267 Wis. 2d 718, 672 N.W.2d 722, 03-0724.

When a taxpayer brings an action to recover excessive taxes under this section, the least favorable outcome for the taxpayer, and the best possible outcome for the taxation authority, is for the court to conclude there were no excessive taxes. The court cannot impose a greater tax burden than the one the taxation authority already agreed to when it accepted the taxpayer's payment. Although the court need not defer to the board of review's determination, and there is a statutory presumption that the assessor's determination is correct, when the board of review reduces the original assessment the court cannot reinstate the assessor's original assessment. *Trailwood Ventures, LLC v. Village of Kronenwetter*, 2009 WI App 18, 315 Wis. 2d 791, 762 N.W.2d 841, 08-1221.

When a city assessor correctly applies the Property Assessment Manual and statutes, and there is no significant evidence to the contrary, courts will reject a party's challenge to the assessment. *Allright Properties, Inc. v. City of Milwaukee*, 2009 WI App 46, 317 Wis. 2d 228, 767 N.W.2d 567, 08-0510.

Under s. 70.49 (2), each assessment "shall, in all actions and proceedings involving such values, be presumptive evidence that all such properties have been justly and equitably assessed." For a taxpayer to challenge the assessment, the taxpayer is required to present sufficient evidence to persuade the circuit court that the assessed value is probably not the fair market value of the property. A failure to provide that persuasive evidence would entitle the city to judgment based on the statutory presumption. *Bonstores Realty One, LLC v. City of Wauwatosa*, 2013 WI App 131, 351 Wis. 2d 439, 839 N.W.2d 893, 12-1754.

Under sub. (4), a taxpayer must challenge an assessment in front of the board of review before filing an excessive assessment claim, unless the taxing authority failed to provide a notice of assessment under circumstances where notice was required. Under s. 70.365, a notice of assessment is required only when the property's assessed value has changed. After reading these statutes, it should have been clear to the taxpayer that: 1) because it did not receive a notice of assessment, its property's assessed value for 2011 would be unchanged from 2010; and 2) if the taxpayer wanted to challenge the 2011 assessment, it needed to object before the board of review. These requirements did not violate the taxpayer's rights to due process. *Northbrook Wisconsin, LLC v. City of Niagara*, 2014 WI App 22, 352 Wis. 2d 657, 843 N.W.2d 851, 13-1322.

Under sub. (3) (b), a taxing district has 90 days after a claim for excessive assessment has been filed to either allow it or disallow it. If the taxing authority fails to act

notice of
changed
assessment
(muni/taxation
district must
notify owner if
assmt changes
from prior year)

75
Prop
same
by 0


75
Prop
same
by 0

(http://www.co.kenosha.wi.us/)

Search powered by

Kenosha County Property Information Web Portal

(http://www.gcssoftware.co)

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 	Real Estate	37-4-121-312-0272	104 - VILLAGE OF BRISTOL	11713 212TH AVE	JOHN F SIMMERS 11713 212TH AVE BRISTOL WI 53104-9680

Tax Year Legend:  = owes prior year taxes  = not assessed  = not taxed Delinquent Current

Tax Summary

Bill #: 404801944

Net Mill Rate:

Lottery Credits

Claims	Date	Amount
1	11/01/2018	190.72

Installments

Due Date 	Amount
1/31/2019	1629.31
7/31/2019	754.42

Payments

No payments were found

Key: Property Type: RE - Real Estate, PP - Personal Property

Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	1733.58	-	-
School Credit	146.20	-	-
<input checked="" type="checkbox"/> Total	1587.38	-	-
First Dollar Credit	78.53	-	-
Lottery Credit	190.72	-	-
Net Tax	1318.13	0.00	1318.13
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	190.80	0.00	190.80
<input checked="" type="checkbox"/> Delinquent Utility	874.80	0.00	874.80
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	190.70
Penalty	-	0.00	95.35
TOTAL	2383.73	0.00	2669.78

Interest/Penalty Date 09/27/2019

Search powered by



Tax History

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	2383.73	0.00	0.00	0.00	N/A	2669.76	No Payment Collected
2017	2354.56	0.00	0.00	0.00	N/A	3060.93	No Payment Collected
2016	1450.06	0.00	0.00	0.00	N/A	2146.09	No Payment Collected
2015	2455.92	0.00	0.00	0.00	N/A	3997.29	No Payment Collected
2014	2294.87	826.16	413.07	3534.10	1/10/2018	0.00	Paid
2013	2358.95	660.50	330.27	3349.72	5/16/2016	0.00	Paid
TOTAL	13298.09	1486.66	743.34	6883.82	-	11874.09	-

* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.