

**Kenosha County
Administrative Proposal Form**

1. Proposal Overview

Division: Finance and
Administration

Department:

Proposal Summary (attach explanation and required documents):

Provide funding for the cost of acquiring a property consisting of one lot in the City of Kenosha. Specifically, this property's owner is interested in donating their property to Kenosha County. It is estimated the closing costs and related expenditures associated with acquiring this property will be approximately \$1,000 total. There is authority to accept this donation and available funds. Attachments detail the property.

Dept./Division Head Signature: _____ Date: _____

2. Department Head Review

Comments:

Recommendation: Approval ☐ Non-Approval ☐

Department Head Signature: _____ Date: _____

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Patricia Merrill Date: 12/11/2018

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Jim Hansen Date: 12/12/2018

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: RESOLUTION TO ACCEPT DONATION OF A PARCEL IN THE CITY OF KENOSHA	
Original X Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By: Finance & Administration Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: John F. Moyer Senior Assistant Corporation Counsel	Signature:

WHEREAS, Kenosha County has willingly accepted donations in the past to acquire property; and

WHEREAS, property such as this parcel cost nothing more than the cost to close the transaction and have the potential to be saleable in the future to return them to the tax rolls; and

WHEREAS, Kenosha County would like to continue to acquire property to protect the natural resources as well as human life and property investments; and

WHEREAS, property owner Lamplight Capital LLC has expressed a willingness to donate its parcel (03-122-04-206-012); and

WHEREAS, this property consists of a vacant lot located in the City of Kenosha with no delinquent taxes owed and no evidence of any type of contamination or activity on the land which would negatively affect the donation (a description of the property is attached hereto); and

WHEREAS, it would be necessary for Kenosha County to cover all necessary closing costs associated with this transaction but such cost would be minimal and not expected to exceed \$1,200; and

WHEREAS, Kenosha County believes it would be in the Public's best interest to acquire the property and cover all costs associated with acquiring said property.

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors hereby authorizes and approves the acceptance of this land donation of parcel 03-122-04-206-012 located in the City of Kenosha in Kenosha County;

Donation Page 2

BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors hereby
authorizes an amount not to exceed \$1,200 to be funded and used to pay all
costs associated with acquiring this property; and

THEREFORE BE IT FURTHER RESOLVED, that the Kenosha County Executive and County
Clerk are hereby authorized to execute the appropriate documents in order to
execute this transaction in accordance with State law.

Dated at Kenosha County, Wisconsin, this _____ day of _____ 2019.

Respectfully submitted by:

FINANCE/ADMINISTRATION COMMITTEE

Aye No Abstain

Terry Rose, Chair

☐ ☐ ☐

Ron Frederick, Vice Chair

☐ ☐ ☐

Jeffrey Gentz

☐ ☐ ☐

Michael Goebel

☐ ☐ ☐

John O'Day

☐ ☐ ☐

Edward Kubicki

☐ ☐ ☐

Jeff Wamboldt

☐ ☐ ☐

DONATION AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between Kenosha County, whose principal offices are located at 1010 56th Street, Kenosha, Wisconsin, hereinafter called the "Recipient" and Lamplight Capital & Asset Management, LLC, hereinafter called the "Donor" or "Donors."

WHEREAS, the Donor presently owns and holds fee simple title to certain property located at 6317 86th Ave., in the City of Kenosha, County of Kenosha, Wisconsin, known as tax parcel no. 03-122-04-206-012 (the "Property"), and more particularly described in Exhibit 1 attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Property is located in the City of Kenosha and Donor desires to donate the property to Recipient and Recipient is willing to accept the donation to protect the natural resources as well as human life and property, subject to the terms, covenants and conditions set forth therein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Donor hereby agrees to donate and convey the Property in its AS IS, WHERE IS condition WITH ALL FAULTS to Recipient, and Recipient hereby agrees to accept and receive the Property from Donor. In exchange for receiving the Property, Recipient agrees to pay the Donor the nominal fee of \$1.00. Any special assessment on the Property shall be paid by Recipient going forward.
2. Donor agrees to execute all necessary documents to transfer title of the Property to the Recipient by deed without warranty and to complete this transaction and to comply with any necessary Town, County, State and Federal Regulations, so long as such compliance is at no cost to Donor.
3. Donor and Recipient each hereby represent and warrant to the other that neither has dealt with any real estate broker in connection with this transaction. Donor and Recipient each agree to be responsible for their own actions, errors and omissions and to be responsible for any damages that may result from their own actions, errors and omissions with regards to this Agreement. Donor understands that it is his or her responsibility to contact the local Internal Revenue Service office prior to this transfer to determine if this particular donation qualifies as a Charitable Contribution under the Internal Revenue Service rules and regulations and that Kenosha County cannot make any guarantees or promises with regard to those regulations and how they apply to this particular situation.

4. Following the execution of this Agreement, the Donor shall maintain the Property in materially the same condition as of the date of acceptance of this offer, except for ordinary wear and tear. Recipient, after providing prior written notice to Donor, shall have the right to inspect the Property to determine if there has been any significant change in the condition of the Property. If Recipient determines, in its sole discretion, that the Property has been damaged or altered, Recipient shall notify Donor in writing and Recipient has the option to terminate this Agreement without incurring any damages or costs. Recipient agrees to indemnify and hold Donor, its officers, members, managers, employees and agents harmless from and against any loss, liability, cost, damage or expense arising out of or resulting from Recipient's inspection of the Property subject to and without waiving all statutory defenses, immunities, and limitations of liability including but not limited to those set forth under Wis. Stat. sec. 893.80.

5. The Donor shall be required to totally vacate the Property within 30 days of Closing and this includes removing any personal items kept on the Property. The Donor understands that the Recipient does not have any obligation or responsibility for the upkeep, safety, maintenance, repair or replacement of the Property or of any item left on the Property after execution of this Agreement. The Recipient is under no obligation of any kind to the Donor with regard to insurance for protection of the personal items left on the Property.

6. Donor acknowledges that he or she has had an opportunity to review this Agreement and have had an opportunity, if he or she chooses, to contact an attorney of his or her choice to review the document. The Donor enters into this Agreement fully understanding the nature thereof and agrees to indemnify and hold harmless Kenosha County and its representative, officials, agents and employees against any claim or liability for damage as a result of any negligent, reckless or intentional misconduct by the Donor with respect to this property which may have predated this agreement.

7. It is understood by all parties that this Agreement is contingent upon the completion of the following activities at the direction and expense of the Recipient: 1) if warranted, an environmental inspection that documents the absence of underground storage tanks, hazardous materials, or other possible sources of environmental contamination; 2) a Commitment for Title Insurance being issued that certifies that the Recipient will be able to obtain clear title to the Property at the closing of this transaction; and 3) the Kenosha County Board of Supervisors shall have to approve this lot donation by way of Resolution and grant the County Executive the authority to enter into this Agreement.

8. The Donor affirms that Donor is not currently named as a party in any civil or criminal litigation, or in a court proceeding of any kind, which may affect or concern the real

estate property to be donated under this Agreement. Donor further affirms and represents that it, without inquiry, has no knowledge of any anticipated or pending litigation which may, in any way, affect the Donor's rights in such real estate or which would limit Donor's legal rights or interest in such real estate, or which would limit Donor's legal rights to sell or otherwise transfer such real estate.

9. This Agreement is binding upon both parties only if a copy of the accepted Agreement is received by the Recipient at the Kenosha County Corporation Counsel's Office located at 912 56th Street, LL13, Kenosha, WI 53140, on or before November 30, 2018. This transaction is to be closed at the office of Landmark Title Corporation, 3501-30th Avenue, Kenosha, Wisconsin on or before December 30, 2018. The closing date may be extended by mutual consent of the parties. If an executed Agreement is not received by Recipient by the above stated date and time, this instrument shall be null, void and of no force or effect.

10. Neither this Agreement nor any term, covenant 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.

11. This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin and the appropriate venue for resolving any disputes relating to this Agreement shall be in Kenosha County, Wisconsin.

12. If any part of this Agreement is found to be illegal or unenforceable, such part or parts of this Agreement shall be of no force and effect and this Agreement shall be treated as if such part or parts had not been inserted.

13. The parties hereto agree that this Agreement constitutes the entire and complete Agreement between the parties relating to the transfer of title to the Property from Donor to Recipient.

14. The parties hereto agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one document.

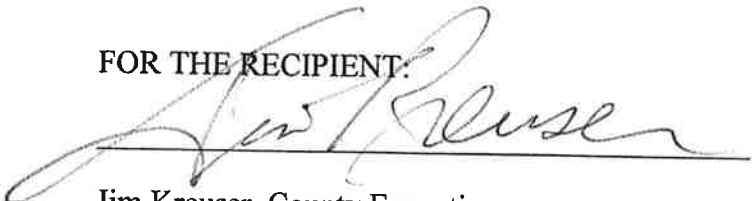
The Donor and Recipient agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement is binding upon the heirs, executors, successors and assigns of all parties.

FOR THE DONORS:


Jeff Horton

12-18-2018
Date

FOR THE RECIPIENT:


Jim Kreuser, County Executive

12/19/18
Date

EXHIBIT 1

Legal Description

Tax Parcel No. 03-122-04-206-012

Address: 6317 86th Ave. Kenosha, WI

Lot 12 of Leona's Rolling Meadows, being part of the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Town 1 North, Range 22 East of the Fourth Principal Meridian. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

THIS DOCUMENT
PREPARED BY:

BRYAN CAVE LLP
3161 Michelson Dr, Suite 1500
Irvine, CA 92612

AFTER RECORDING
RETURN TO:

5
Lamplight Capital & Asset
Management, LLC
10375 Richmond Ave. Suite 1010
Houston, TX 77042



DOCUMENT

1832061

RECORDED

At Kenosha County, Kenosha WI 53140
JoEllen H. Storz, Register of Deeds
November 21, 2018 11:13 AM
\$30.00
Pages 5

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE (this "**Release**") is made and entered into as of this ____ day of October, 2018, by ROYAL BANK OF CANADA, whose mailing address is 20 King Street West, Fourth Floor, Toronto M5H1C4 ("**Releasor**"). Releasor is the current holder of the Mortgage described below.

WHEREAS, LAMPLIGHT CAPITAL & ASSET MANAGEMENT, LLC, a Texas limited liability company ("**Mortgagor**") executed and delivered to Releasor that certain Mortgage, Assignment of Leases and Rents and Security Agreement (Including Fixture Filing), recorded August 19, 2015 as Document No. 1755554 (the "**Mortgage**"), with respect to certain real estate located in Kenosha County, Wisconsin as more particularly described on Exhibit A attached hereto (the "**Property**");

WHEREAS, the underlying debt secured by the Mortgage has been satisfied; and

WHEREAS, Releasor has agreed to release the Property from the lien of the Mortgage.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned Releasor does, for good and valuable consideration, hereby RELEASE all of its right, title and interest in and to the Property arising under or by virtue of the Mortgage.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Releasor has executed this Release as of the day and year first above written.

“RELEASOR”

ROYAL BANK OF CANADA

By: 

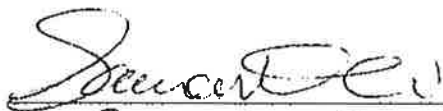
Name: Leslie P. Vowell

Title: Attorney-in-Fact

State of New York)
) ss.:
County of New York)

On the 5th day of November, in the year 2018, before me, the undersigned, personally appeared Leslie P. Vowell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and seal on November 5, 2018.



(Notary's signature)

Samantha Elia

(Notary's printed name)

Notary Public New York

(Title, e.g. Notary Public State of New York,

Attorney and Counselor at Law State of New York)

Qualified in New York (Name of County) County

My Commission Expires: 3-31-22



EXHIBIT A

PROPERTY

Lot 12 of Leona's Rolling Meadows, being a part of the Northeast Quarter, Southeast Quarter and Southwest Quarter of the Northwest Quarter of Section 4, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.



November 05th, 2018

Commercial Partners Title
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

Name: Neumann Homes
Loan Number: 5679036342 001
Subdivision: Leona's Rolling Meadows
Street: 6317 86th Avenue
City/State/Zip: Kenosha, WI 53140
Legal Description: Lot 12 of Leona's Rolling Meadows

	Quoted Amount
Collateral: OREO – Lot 12 Leona's Rolling Meadow	\$0

Total Due: \$0

Comments: Payoff quote for referenced property (Lot 12 Leona's Rolling Meadows)

Please remit payoffs by Wire Transfer using the following instructions:

Wire to: JPMORGAN CHASE BANK, NA NEW YORK, NY UNITED STATES	Beneficiary Name: Royal Bank of Canada, New York
ABA #: 021000021	Beneficiary Acct #: 9201033363
Further Credit To: Lamplight Capital (Lot 12 Leona's Rolling Meadows) (Acct.: 218-599-9)	

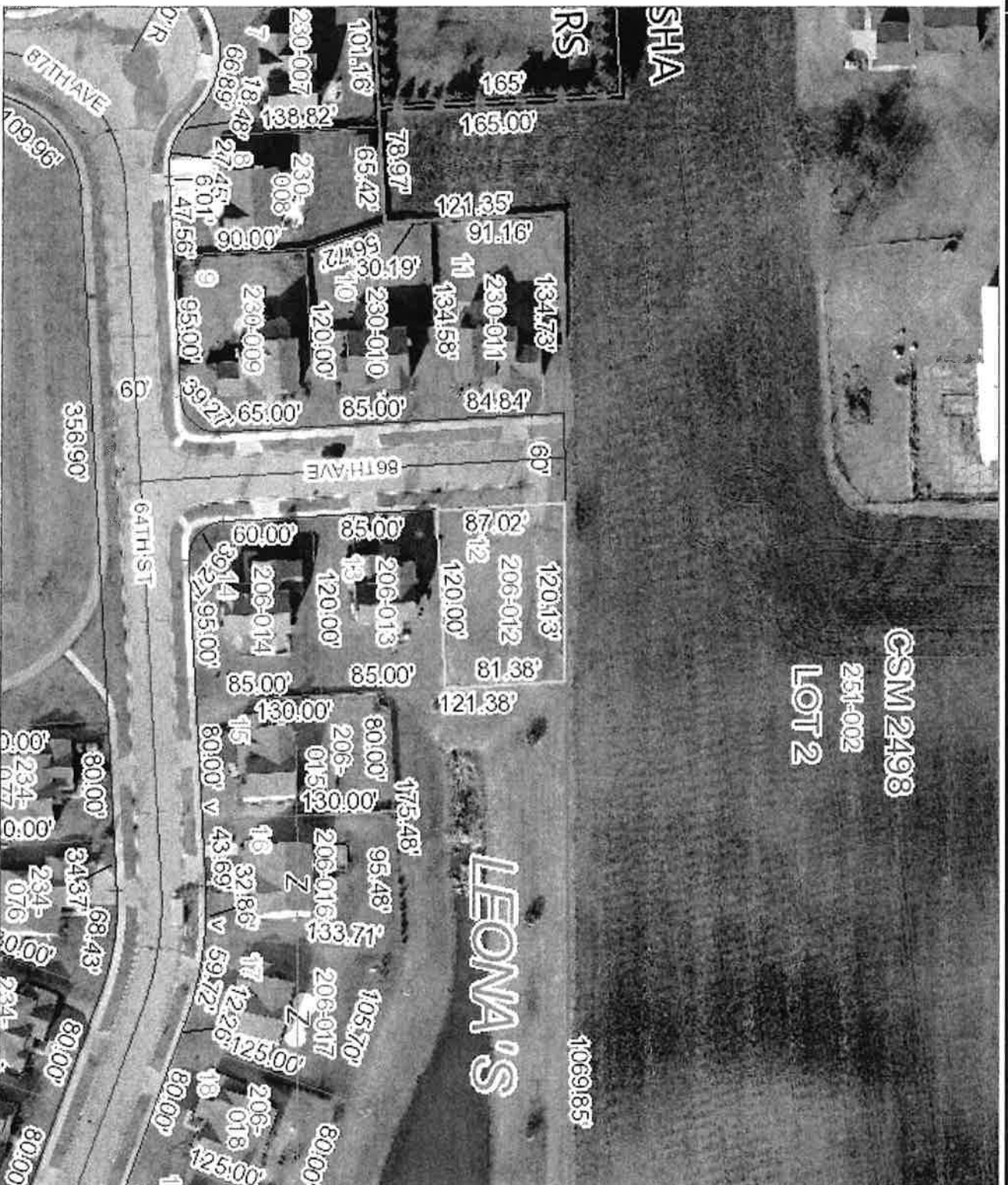
If you have any questions, please call Les Vowell at 416-974-7673. Thank you.

Leslie P. Vowell

GSM 2498

251-002

LOT 2



KENOSHA COUNTY INTERACTIVE MAPPING



- Street Centerlines
- Right-of-Ways
- Water Features
- Parcels
- Certified Survey Maps
- Condominiums
- Subdivisions
- Municipal Boundaries



1 inch = 100 feet

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 10/8/2018