

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 Village of Salem Lakes. 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 \$1,400 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: Cheryl M. Buckler Date: 10/7/19

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Patricia Merrill Date: 10/8/19

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: [Signature] Date: 10/9/19

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: RESOLUTION TO ACCEPT DONATION OF A PARCEL IN SALEM LAKES	
Original X Corrected ☐ 2nd Correction ☐ Resubmitted ☐	
Date Submitted:	Date Resubmitted:
Submitted By: Planning, Development & Extension Education Committee and Finance/Administration Committee	
Fiscal Note Attached ☐	Legal Note Attached ☐
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, This parcel is part of an approximately 9 acre island of land that would be landlocked during a 100 year flood event. Acquisition of this property, surrounded by floodplain property and difficult to access due to railroad tracks to the east and floodplain waters to the north, west and south, would be wise to prevent first responders from having to try and gain access in an emergency; and

WHEREAS, property such as this parcel cost nothing more than the cost to close (estimated at no more than \$1400) the transaction and have minimal or no maintenance cost to the County.

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 Ernst Bender has expressed a willingness to donate his parcel (70-4-120-073-0555); and

WHEREAS, this property consists of a vacant lot located in Salem Lakes 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, though this property has many hardwoods, it is likely to end up as an isolated dead zone trapped between the floodplain lands and railroad tracks; 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 70-4-120-073-0555 located in Salem Lakes in Kenosha County;

Donation Page 2

BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors hereby authorizes an amount not to exceed \$1,400 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	<u>Aye</u>	<u>No</u>	<u>Abstain</u>
_____ Terry Rose, Chair	☐	☐	☐
_____ Ron Frederick, Vice Chair	☐	☐	☐
_____ Jeffrey Gentz	☐	☐	☐
_____ John Poole	☐	☐	☐
_____ John O'Day	☐	☐	☐
_____ Edward Kubicki	☐	☐	☐
_____ Jeff Wamboldt	☐	☐	☐

EXHIBIT 1

Legal Description

Tax Parcel No. 70-4-120-073-0555

Address: Lot 12, 305th Ct. Salem Lakes, WI

Lot 12 of the First Addition to Fox River Dells, a subdivision of Government Lot 3, which lies within the Northeast Quarter of the Southwest Fractional Quarter of Section number 7, Town 1 North, Range 20 East of the Fourth Principal Meridian. Said lands lying and being in the Village of Salem Lakes, County of Kenosha and State of Wisconsin.

QUIT CLAIM DEED



DOCUMENT

1470770

RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 2/24/2006 at 3:56PM \$13.00
60008158

JRANK

RECEIVED

B
RETURN ADDRESS:
Ward P. Fisher,
1033 N. Euclid Ave.,
Oak Park, IL 60302

65-4-120-073-0555
Parcel identification no.

FEE EXEMPT

#

8

QUIT CLAIM DEED

THE GRANTORS, GERHARD D. BENDER and IRENE H. BENDER, HUSBAND AND WIFE, of the Village of Melrose Park, County of Cook, State of Illinois, for and in consideration of (\$10.00) Ten and 00/100 Dollars and other good and valuable consideration in hand paid, CONVEY and QUIT CLAIM, to ERNST R. BENDER, Individually, of the Village of Schaumburg, County of Cook, State of Illinois, the following described Real Estate situated in the County of Kenosha, in the State of Wisconsin to wit:

LOT NUMBERED TWELVE (12) OF FIRST ADDITION TO FOX RIVER DELLS, A SUBDIVISION OF LOTS NUMBERED SIX (6), SEVEN (7), AND EIGHT (8) OF BLOCK NUMBERED THREE (3), LOT NUMBERED SIX (6) OF BLOCK NUMBERED TWO (2), LOTS NUMBERED ONE (1) AND TWO (2) OF BLOCK NUMBERED FOUR(4), VACATED WILLOW LANE, AND A DEDICATION FOR PARK PURPOSES OF LOT NUMBERED SIX (6), BLOCK NUMBERED FIVE (5) IN FOX RIVER DELLS, IN THAT PART OF GOVERNMENT LOT NUMBERED THREE (3), WHICH LIES WITHIN THE NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION NUMBERED 7, TOWN NUMBERED 1 NORTH, RANGE NUMBERED 20 EAST, IN THE TOWNSHIP OF SALEM.

Gerhard J. Bender
GERHARD J. BENDER

SEAL

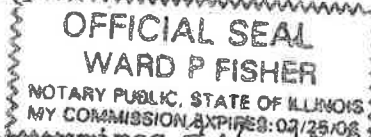
Irene H. Bender
IRENE H. BENDER

SEAL

Dated this 8th day of February, 2006.

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GERHARD J. BENDER AND IRENE H. BENDER, HUSBAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of February 2006.



Ward P. Fisher
Notary Public

My Commission expires February 25, 2008.
This instrument was prepared by:

Mail to: Ward P. Fisher
1033 N. EUCLID AVE.
OAK PARK, IL 60302

Send Subsequent Tax Bill To:
ERNST R. BENDER
627 HINGHAM CT.
SCHAUMBURG, IL 60193

70-4-120-073-0555 Floodplain Proximity



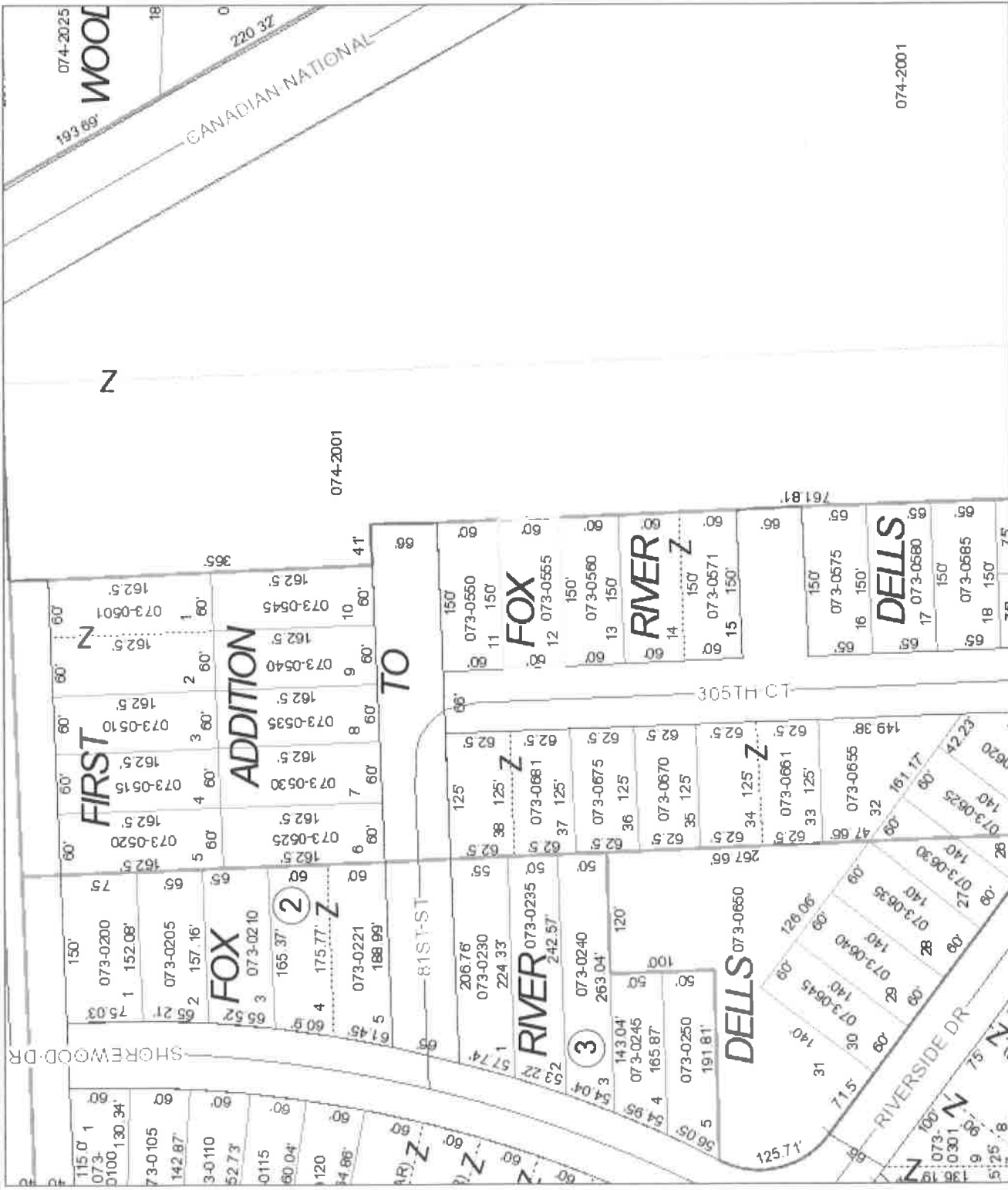
Legend

- Street Centerlines
- Right-of-Ways
- Address Points
- Water Features
- Parcels
- Certified Survey Maps
- Condominiums
- Subdivisions
- Municipal boundaries
- Lots

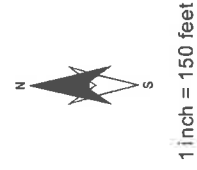
Special Flood Hazard Area

A: AE: AO
Date Printed: 10/1/2019

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 completion 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.



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



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.

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Lot 12 305th Ct
IN THE Village
(CITY) (VILLAGE) (TOWN) OF Salem Lakes, COUNTY OF Kenosha
STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF March (MONTH) 26th (DAY), 2019 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | ☐ | ☒ | ☐ |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | ☐ | ☒ | ☐ |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | ☐ | ☒ | ☐ |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | ☐ | ☒ | ☐ |
| B7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | ☐ | ☒ | ☐ |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | ☐ | ☒ | ☐ |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | ☐ | ☒ | ☐ |
| C4. Are you aware of a joint well serving this property? | ☐ | ☒ | ☐ |
| C5. Are you aware of a defect relating to a joint well serving this property? | ☐ | ☒ | ☐ |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | ☐ | ☒ | ☐ |
| C7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	☐	☒	☐
D2. Are you aware of pending special assessments?	☐	☒	☐
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☒	☐
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	☐	☒	☐
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	☐	☒	☐
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	☐	☒	☐
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	☐	☒	☐
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☒	☐
E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations?	☒	☐	☐
E4. Are you aware of any zoning code violations with respect to the property?	☐	☒	☐
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	☐	☒	☐
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	☐	☒	☐
E7. Are you aware of restrictive covenants or deed restrictions on the property?	☐	☒	☐
E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	☐	☒	☐
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☒	☐
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☒	☐
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☒	☐
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☒	☐

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | ☐ | ☒ | ☐ |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | ☐ | ☒ | ☐ |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | ☐ | ☒ | ☐ |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | ☐ | ☒ | ☐ |
| E15. Are you aware there is not legal access to the property? | ☐ | ☒ | ☐ |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | ☐ | ☒ | ☐ |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | ☐ | ☒ | ☐ |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | ☐ | ☒ | ☐ |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | ☐ | ☒ | ☐ |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | ☐ | ☒ | ☐ |
| E21. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | ☐ | ☒ | ☐ |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property? | ☐ | ☒ | ☐ |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide? | ☐ | ☒ | ☐ |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? | ☐ | ☒ | ☐ |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property? | ☐ | ☒ | ☐ |
| F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.) | ☐ | ☒ | ☐ |
| a. Electricity _____ | ☐ | ☒ | ☐ |
| b. Municipal water _____ | ☐ | ☒ | ☐ |
| c. Telephone _____ | ☐ | ☒ | ☐ |
| d. Cable television _____ | ☐ | ☒ | ☐ |
| e. Natural gas _____ | ☐ | ☒ | ☐ |
| f. Municipal sewer _____ | ☐ | ☒ | ☐ |
| F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | ☐ | ☒ | ☐ |
| F8. Are you aware of other defects affecting the property?
Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition. | ☐ | ☒ | ☐ |
| F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition? | ☐ | ☐ | ☐ |
| F10. The owner has owned the property for _____ years. | | | |
| F11. Explanation of "yes" responses _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Ernst Bender Date March, 26 2019
 Owner _____ Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

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 Ernst Bender, hereinafter called the "Donor" or "Donors."

WHEREAS, the Donor presently owns and holds fee simple title to certain property located at Lot 12, 305th Ct., in the Village of Salem Lakes, County of Kenosha, Wisconsin, known as tax parcel no. 70-4-120-073-0555 (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 a floodplain 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 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 plus any past due real estate taxes and special assessments on the Property. Any special assessment on the Property shall also be paid by Recipient going forward.

2. Donor agrees to execute all necessary documents to transfer title of the Property to the Recipient by warranty deed and to complete this transaction and to comply with any necessary Town, County, State and Federal Regulations.

3. Donor and Recipient each hereby represent and warrant to the other that neither has relied upon any real estate broker in connection with this transaction. Donor and Recipient have worked out this Donation on their own. 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 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.

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 defend, indemnify and hold harmless Kenosha County and its representatives, officials, agents and employees against any claim or liability for damage as a result of which may arise from this Agreement or any matter incident to this donation.

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 he or she 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 October 31, 2019. This

transaction is to be closed at the office of Landmark Title Corporation, 3501-30th Avenue, Kenosha, Wisconsin on or before December 30, 2019. 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:

Ernst Bender

Date

FOR THE RECIPIENT:

Jim Kreuser, County Executive

Date

EXHIBIT 1

Legal Description

Tax Parcel No. 70-4-120-073-0555

Address: Lot 12, 305th Ct. Salem Lakes, WI

Lot 12 of the First Addition to Fox River Dells, a subdivision of Government Lot 3, which lies within the Northeast Quarter of the Southwest Fractional Quarter of Section number 7, Town 1 North, Range 20 East of the Fourth Principal Meridian. Said lands lying and being in the Village of Salem Lakes, County of Kenosha and State of Wisconsin.

Knight Barry Title, Inc.
400 Wisconsin Ave
Racine, WI 53403
262-633-2479
Fax: 262-633-4928

Completed on: 10/02/2019 2:12 pm
Last Revised on: 10/02/2019 2:12 pm
Printed on: 10/02/2019 2:13 pm
Title Contact: Mary K. Payne
(mary@knightbarry.com)

The cost of this report is \$50.00. This is not an invoice, a statement will be sent at the end of the month.

This Letter Report is
being distributed to:

Teri A. Jacobson
County of Kenosha, Treasurer's Office
1010 - 56th Street
Kenosha, WI 53140

Date of Report:

September 25, 2019 at 8:00 am. In accordance with your request, we have made a search of the records in the various public offices of Kenosha County from the date the owner(s) took title through the date of this report and find: title to the property to be in the owner(s) of record set forth below and no change of record during this stated time period except those matters below.

Owner(s) of record:

Ernst R. Bender

Property Address:

53168 305th Court, Salem, WI 53168

Legal Description:

Lot 12 of First Addition to Fox River Dells, a subdivision of Government Lot numbered 3, which lies within the Northeast 1/4 of the Southwest fractional 1/4 of Section numbered 7, Town numbered 1 North, in Range numbered 20 East, in the Village of Salem Lakes, County of Kenosha and the State of Wisconsin.

Tax Key Number:

70-4-120-073-0555

Taxes and values
from the tax roll.

Land	Improvements	Total	Fair Market
\$22,500.00	\$0.00	\$22,500.00	\$24,200.00

General Taxes for the year 2019.

Judgments and liens.

No matters to report.

Mortgages, assignments, leases
and land contracts.

No matters to report.

Other matters.

Taxes for the year 2018 in the amount of \$574.46, and all prior years are paid.

Please be advised that our search did not disclose any open mortgages or security instruments of record. If you should have knowledge of any outstanding obligatory lien or financial obligation, please immediately contact the title examiner listed on this report for further review prior to closing.

