

February 6, 2018

Kenosha County Finance Committee  
Terry W. Rose, Chair  
1010 56<sup>th</sup> St.  
Kenosha, WI 53140

Re: Proposal to Purchase Tax Deed Lots for Nature Preserve Addition

Dear Mr. Rose and Members of the Committee,

For over 50 years, The Nature Conservancy (TNC) has worked with partners in your community to protect and preserve Chiwaukee Prairie, a ridge and swale lakeplain prairie complex on the shore of Lake Michigan that ranks as Wisconsin's most ecologically diverse State Natural Area and is recognized as being internationally significant, on a par with Chesapeake Bay and the Florida Everglades.

This unique site's diversity comes in large part from its groundwater-fed wetland swales interspersed between sandy ridges. This groundwater percolating into Chiwaukee Prairie recharges in the sandy uplands and wetlands immediately west of the primary site, and Kenosha County now owns over 15 acres of vacant land here that would be well-suited as an addition to our adjacent preserve.

The enclosed map shows the approximately 15-acre site, comprised of 82 tax parcels taken by Kenosha County via Tax Deed in 2014, that TNC would like to purchase from the County. Of the total 15 acres, about 10.75 acres are designated wetlands and about 2.57 acres are dedicated as street rights-of-way.

According to Kenosha County Clerk Mary Kubicki, \$49,535.18 is owed in back taxes for this site, including all tax deed fees. In analyzing this property for potential purchase, TNC commissioned an appraisal of the site, which found the estimated fair-market-value to be \$150,000. This value is primarily derived from the approximately 4.25 acres of irregularly-shaped upland area where the appraiser estimates up to four homes could be built if the site was rezoned with platted streets vacated, non-conforming lots merged, Comprehensive Plan amended and a Neighborhood Plan adopted.

The site is currently choked with invasive brush and trash. Cleanup and restoration of the property, including removal of undesirable vegetation and debris, with replanting to native prairie vegetation, will cost approximately \$100,000 over 5 years. This is a significant investment, but will offer an ecologically-important anchor to this unique preserve site while offering adjoining property owners along Sheridan Road expansive views toward Lake Michigan. Further, the site will help to provide an attractive entrance to the Village of Pleasant Prairie, Kenosha County and State of Wisconsin. The site will be open to the public for outdoor recreational activities.

Rather than going the route of home development on this site, we hope the County may sell the property to TNC as a preserve addition and we propose to purchase these 15 acres for \$50,000. This would cover all back taxes while leaving funds available for the site's planned restoration. TNC is a non-profit conservation organization and will not make any money from ownership of the land, but will be investing in restoration and management for the public benefit.

For your reference in reviewing this matter, I am including several documents:

1. Aerial photo map of the site including designated wetlands
2. Tax fee calculations compiled by Ms. Kubicki
3. Appraiser's letter of transmittal with a summary of the appraisal and its value conclusions
4. Draft Purchase Agreement outlining the terms under which TNC could purchase the property

Thank you for your consideration of this proposal. I look forward to discussing this further at your meeting on February 15, 2018 but please let me know if you have any specific questions ahead of time.

Sincerely,

A handwritten signature in dark ink, appearing to read 'SJ', is positioned above the typed name.

Stephanie Judge  
Land Protection Specialist  
608-316-6445  
[sjudge@tnc.org](mailto:sjudge@tnc.org)

## Stephanie Judge

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**From:** Mary Kubicki <Mary.Kubicki@kenoshacounty.org>  
**Sent:** Wednesday, January 17, 2018 2:12 PM  
**To:** Stephanie Judge  
**Subject:** Pleasant Prairie parcels  
**Attachments:** 2345\_001.pdf

Hi Steph,

We went over all the property values from the 2016 PL.PR. assessments and also the delinquent taxes (minus penalty and interest) for all the parcels the conservancy is interested in. I don't know what your appraisal is but here are our supporting documents from what we found.



**Yours in Public Service,**  
*Mary T. Kubicki*  
**Kenosha County Clerk**  
**1010-56th St.**  
**Kenosha, Wisconsin 53140**  
**262-653-2477**

**From:** noreply@kenoshacounty.org [mailto:noreply@kenoshacounty.org]  
**Sent:** Wednesday, January 17, 2018 2:16 PM  
**To:** Mary Kubicki <Mary.Kubicki@kenoshacounty.org>  
**Subject:** Attached Image

**Pleasant Prairie - Nature Conservancy**

	<b>Parcel</b>	<b># Parcels</b>	<b>Taxes</b>	<b>2016 Exempt Property Value</b>
1	93-4-123-314-0104	1	\$ 444.42	\$2,900.00
2	93-4-123-314-0106	1	\$ 444.42	\$2,900.00
3	93-4-123-314-0108	1	\$ 444.42	\$2,900.00
4	93-4-123-314-0110	1	\$ 444.42	\$2,900.00
5	93-4-123-314-0112	1	\$ 444.42	\$2,900.00
6	93-4-123-314-0114	1	\$ 444.42	\$2,900.00
7	93-4-123-314-0116	1	\$ 444.42	\$2,900.00
8	93-4-123-314-0118	1	\$ 444.42	\$2,900.00
9	93-4-123-314-0120	1	\$ 444.42	\$2,900.00
10	93-4-123-314-0121	1	\$ 114.23	\$600.00
11	93-4-123-314-0122	1	\$ 549.92	\$3,600.00
12	93-4-123-314-0124	1	\$ 549.92	\$3,600.00
13	93-4-123-314-0126	1	\$ 444.42	\$2,900.00
14	93-4-123-314-0128	1	\$ 549.88	\$3,600.00
15	93-4-123-314-0130	1	\$ 549.92	\$3,600.00
16	93-4-123-314-0132	1	\$ 444.42	\$2,900.00
17	93-4-123-314-0134	1	\$ 444.42	\$2,900.00
18	93-4-123-314-0136	1	\$ 444.42	\$2,900.00
19	93-4-123-314-0138	1	\$ 444.42	\$2,900.00
20	93-4-123-314-0140	1	\$ 444.42	\$2,900.00
21	93-4-123-314-0142	1	\$ 444.42	\$2,900.00
22	93-4-123-314-0144	1	\$ 444.42	\$2,900.00
23	93-4-123-314-0146	1	\$ 444.42	\$2,900.00
24	93-4-123-314-0148	1	\$ 444.42	\$2,900.00
25	93-4-123-314-0150	1	\$ 444.42	\$2,900.00
26	93-4-123-314-0174	1	\$ 444.42	\$2,900.00
27	93-4-123-314-0176	1	\$ 444.42	\$2,900.00
28	93-4-123-314-0178	1	\$ 444.42	\$2,900.00
29	93-4-123-314-0180	1	\$ 444.42	\$2,900.00
30	93-4-123-314-0182	1	\$ 444.42	\$2,900.00
31	93-4-123-314-0184	1	\$ 444.42	\$2,900.00
32	93-4-123-314-0186	1	\$ 444.42	\$2,900.00
33	93-4-123-314-0188	1	\$ 444.42	\$2,900.00
34	93-4-123-314-0190	1	\$ 444.42	\$2,900.00
35	93-4-123-314-0192	1	\$ 549.92	\$3,600.00
36	93-4-123-314-0194	1	\$ 549.92	\$3,600.00
37	93-4-123-314-0196	1	\$ 444.42	\$2,900.00
38	93-4-123-314-0198	1	\$ 597.84	\$4,000.00
39	93-4-123-314-0200	1	\$ 597.84	\$4,000.00
40	93-4-123-314-0202	1	\$ 468.24	\$3,000.00
41	93-4-123-314-0204	1	\$ 468.24	\$3,000.00
42	93-4-123-314-0206	1	\$ 468.24	\$3,000.00

43	93-4-123-314-0208	1	\$	468.24	\$3,000.00
44	93-4-123-314-0210	1	\$	468.24	\$3,000.00
45	93-4-123-314-0212	1	\$	468.24	\$3,000.00
46	93-4-123-314-0214	1	\$	468.24	\$3,000.00
47	93-4-123-314-0216	1	\$	397.33	\$3,000.00
48	93-4-123-314-0218	1	\$	468.24	\$3,000.00
49	93-4-123-314-0220	1	\$	468.24	\$3,000.00
50	93-4-123-314-0242	1	\$	468.24	\$3,000.00
51	93-4-123-314-0244	1	\$	468.24	\$3,000.00
52	93-4-123-314-0246	1	\$	468.24	\$3,000.00
53	93-4-123-314-0248	1	\$	468.24	\$3,000.00
54	93-4-123-314-0250	1	\$	468.24	\$3,000.00
55	93-4-123-314-0252	1	\$	468.24	\$3,000.00
56	93-4-123-314-0254	1	\$	468.24	\$3,000.00
57	93-4-123-314-0256	1	\$	468.24	\$3,000.00
58	93-4-123-314-0258	1	\$	468.24	\$3,000.00
59	93-4-123-314-0260	1	\$	468.24	\$3,000.00
60	93-4-123-314-0262	1	\$	597.84	\$4,000.00
61	93-4-123-314-0264	1	\$	597.84	\$4,000.00
62	93-4-123-314-0266	1	\$	444.42	\$2,900.00
63	93-4-123-314-0268	1	\$	549.92	\$3,600.00
64	93-4-123-314-0270	1	\$	549.92	\$3,600.00
65	93-4-123-314-0272	1	\$	444.42	\$2,900.00
66	93-4-123-314-0274	1	\$	444.42	\$2,900.00
67	93-4-123-314-0276	1	\$	444.42	\$2,900.00
68	93-4-123-314-0278	1	\$	444.42	\$2,900.00
69	93-4-123-314-0280	1	\$	444.42	\$2,900.00
70	93-4-123-314-0282	1	\$	444.42	\$2,900.00
71	93-4-123-314-0284	1	\$	444.42	\$2,900.00
72	93-4-123-314-0286	1	\$	444.42	\$2,900.00
73	93-4-123-314-0312	1	\$	1,981.35	\$14,400.00
74	93-4-123-314-0314	1	\$	1,624.94	\$14,400.00
75	93-4-123-314-0316	1	\$	1,624.94	\$14,400.00
76	93-4-123-314-0318	1	\$	1,624.94	\$14,400.00
77	93-4-123-314-0320	1	\$	1,624.94	\$14,400.00
78	93-4-123-314-0322	1	\$	1,624.94	\$14,400.00
79	93-4-123-314-0324	1	\$	1,624.94	\$14,400.00
80	93-4-123-314-0326	1	\$	1,624.94	\$14,400.00
81	93-4-123-314-0328	1	\$	549.92	\$3,600.00
82	93-4-123-314-0330	1	\$	2,038.15	\$18,100.00
Total		82	\$	49,475.18	\$355,400.00

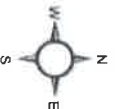
Recording Fees 2 \$ 60.00

This tax total includes \$ 49,535.18

all Tax Deed Fees

*84 parcels*

# Kenosha County

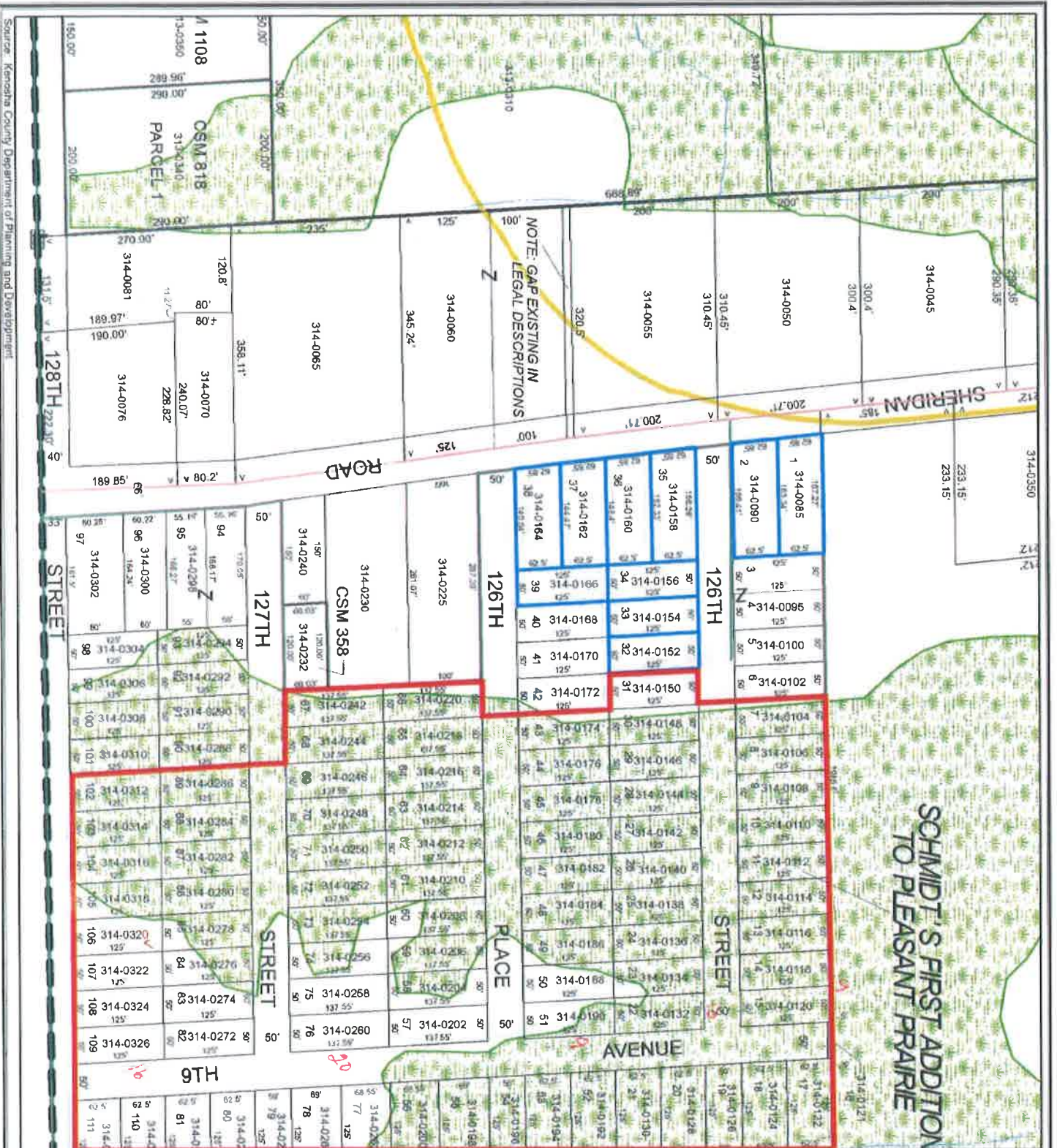


1 inch = 182 feet

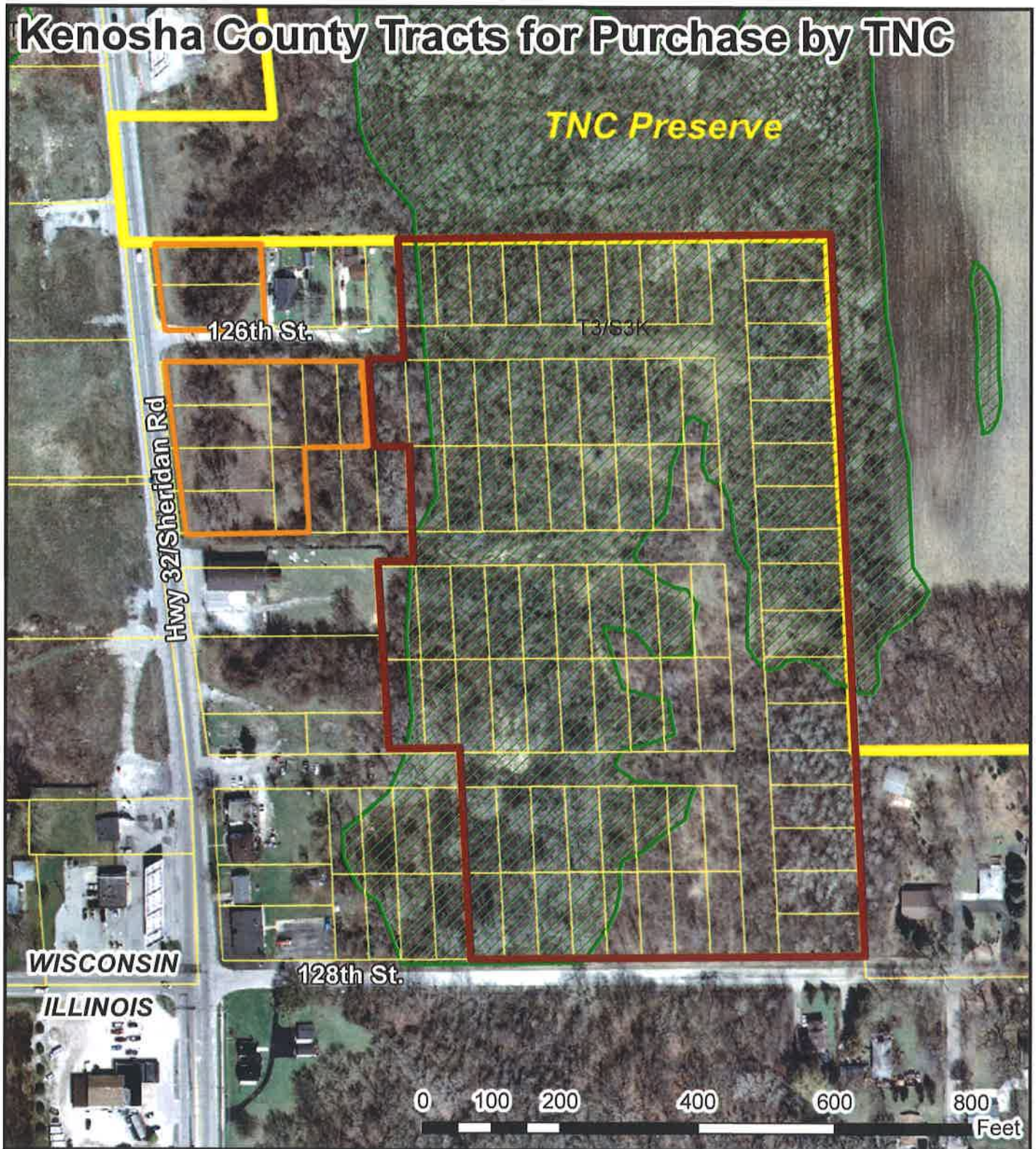
  To appraise

  County-owned  
NFS to TNC

THIS MAP IS INTENDING A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS MAP IS A COPIED FROM THE PUBLIC RECORDS OF KENOSHA COUNTY AND MUNICIPAL OFFICES AND OTHER SOURCES. IT IS NOT A PROFESSIONAL SURVEY AND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN GENERAL INFORMATION. CONTACT KENOSHA COUNTY.



# Kenosha County Tracts for Purchase by TNC



## Legend

- Kenosha County Tracts (formerly Lake View Homes) - about 15 acres inc. ROWs
- Kenosha County Tracts (formerly Lake View Homes) - Not for Sale to Conservation Buyer
- Wetland (SEWRPC)
- TNC Ownership
- Tax Parcel Lines

N





**Valbridge**  
PROPERTY ADVISORS  
Vitale Realty Advisors, LLC

12660 W. NORTH AVENUE  
BROOKFIELD, WISCONSIN 53005  
(262) 782-7990  
FAX (262) 782-7590

September 1, 2017

Ms. Stephanie Judge  
Land Protection Specialist  
The Nature Conservancy  
633 W. Main Street  
Madison, WI 53703

RE: Appraisal Report  
15-Acre Land Tract (Kenosha County)  
128th Street, east of Sheridan Road (STH 32)  
Village of Pleasant Prairie, Kenosha County, Wisconsin

Dear Ms. Judge:

In accordance with your request, we have prepared a real property appraisal of the above-referenced property. This appraisal report sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions.

The property is known as the Kenosha County (Lake View Homes) site and fronts the north side of 128<sup>th</sup> Street, which parallels the Wisconsin-Illinois border, just east of Sheridan Road (STH 32), in the far southeast corner of the Village of Pleasant Prairie, Kenosha County, Wisconsin. The subject is comprised of 81 platted, but unimproved subdivision lots and street right-of-way; a summary of the existing tax parcel numbers is provided in the appraisal report. In total, the subject is an approximately 15.0-acre site according to the Kenosha County GIS database and the client.

The tract is heavily wooded and is a generally level but slopes to seasonal creeks and associated wetland across the parcel. In 2004 a revised wetland delineation on the plat of survey for the property was approved. The wetland delineation appears to correspond to the Kenosha County GIS wetland overlay, which indicates approximately 10.75 acres, or 72% of the total subject tract, is designated as wetland. The buildable acreage is a very irregular shaped area situated in the southeast section of the tract.

The subject tract fronts the north side of 128<sup>th</sup> Street and is set back to the east from Sheridan Road. The site, which is irregular in shape, has limited visibility with approximately 575 feet of frontage along 128<sup>th</sup> Street. The 1924-vintage subdivision plat illustrates a north-south right-of-way for an unimproved public street (9<sup>th</sup> Avenue) that was proposed to allow ingress/egress near the southeast corner of the site. In addition, 126<sup>th</sup> Street and two platted street right-of-ways (126<sup>th</sup> Place and 127<sup>th</sup> Street) were planned to extend east from Sheridan Road to 9<sup>th</sup> Avenue; however, wetland prevents extending those roads to the east.

Municipal sewer and water are available along Sheridan Road, about 790 feet west of the buildable acreage in the southeast section of the subject tract, and 320 feet along 126<sup>th</sup> Street to the northwest corner of the subject tract. According to Village staff, any new construction is required to connect to municipal utilities.

### Purpose and Intended Use of Appraisal

This appraisal assignment involves a Fee Acquisition of a 15.0-acre tract located in Pleasant Prairie, Kenosha, Wisconsin. The purpose of the appraisal is to estimate the market value of the whole property before the acquisition and to estimate the market value of the remaining property after the acquisition, as of the effective date of the appraisal. Since this is a complete acquisition, there is no after value for the property. The intended use of this report is to assist The Nature Conservancy in acquiring the Fee Acquisition area. This appraisal was written according to the DNR appraisal standards. The intended user of this appraisal report is The Nature Conservancy.

### Definition of Market Value

According to the *Uniform Appraisal Standards for Federal Land Acquisitions*, the following is the definition of market value:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

### Definition of Property Rights Appraised

The property rights appraised include the fee simple interest of the subject property. The fee simple estate as presented in the Fourteenth Edition of The Appraisal of Real Estate as published by the Appraisal Institute is defined as:

A fee simple estate implies absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The property rights of the subject appraised before and after the acquisition are all rights, title and interest in and to the property owned by Kenosha County. We have assumed typical and normal easements for utilities and no extraordinary easements affecting the site as a whole in our review of the subject property. *We recommend that a current title insurance policy statement be reviewed by legal counsel.*

### Effective Date of Value

The effective date of value is March 20, 2017, which represents a current date of value and corresponds to the date of inspection by Robert Gustafson. S. Steven Vitale, MAI inspected the property on March 31, 2017.

### Appraisal Standards and Reporting Guidelines

The report is subject to the Code of Ethics and Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. This appraisal was made and the appraisal report prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions* and with the Appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.

The accompanying Appraisal Report, of which this letter is a part, describes the property, pertinent data considered, and discusses the methods of appraisal used in reaching our conclusions.

### Statement of Assumptions and Limiting Conditions

The Statement of Assumptions and Limiting Conditions is found in section A-7 Statement of Assumptions and Limiting Conditions found in this report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which may have impacted the assignment results:

#### Extraordinary Assumption(s):

The subject tract was part of a proposed subdivision, Schmidt's First Addition, which was platted in 1924. The subject is comprised of 81 platted, but unimproved subdivision lots and associated street right-of-way. Kenosha County tax records indicate the existing lots, which range from 0.14 to 0.20 acres, total approximately 12.43 acres. We relied on our measurement of the platted right-of-way utilizing the Kenosha County GIS system, which indicated a size of 2.57 acres for unimproved public streets (9<sup>th</sup> Avenue, 126<sup>th</sup> Place and 127<sup>th</sup> Street). We have relied on a total tract size of 15.0 acres, which corresponds to the size provided by the client. Should the final acreage figure be found to differ significantly, we reserve the right to adjust analysis and conclusions accordingly.

In October 2014, Kenosha County acquired the subject tract, which was part of a larger tract that included commercial parcels that front Sheridan Road, from Lake View Homes, Inc. via a County Tax Deed. According to a representative for Kenosha County, the County will combine the parcels that comprise the subject tract after the purchase when a new deed is prepared. In addition, Village of Pleasant Prairie staff noted the designated right-of-way will be vacated through Pleasant Prairie since those roads are dedicated to the municipality. Therefore, for purposes of this analysis, we conclude the platted lots and right-of-way are combined and the Larger Parcel is the entire 15.0 acres delineated by the client.

The parcel is heavily wooded with approximately 10.75 acres, or 72% of the total subject tract, designated as wetland. The 4.25 acres of buildable acreage is a very irregular-shaped area situated in the southeast section of the tract. Although the entire tract has been historically zoned C-1, the area delineated as non-wetland could likely be rezoned to allow for a residential development per the Land Use Plan. We assume a single-family residential development within the non-wetland area could be rezoned accordingly pending vacating the platted streets, merging the non-conforming platted lots, as well as amending the Comprehensive Plan and adoption of a Neighborhood Plan. Although the current zoning would not allow development, for purposes of this analysis, we estimate the site may accommodate approximately four single-family lots.

#### Hypothetical Condition(s):

None.

As of the effective date of this appraisal, the property has not and is not currently being marketed for sale. However, The Nature Conservancy is negotiating to purchase the property. For the purpose of our appraisal, we have estimated the market value relating to the subject property in its entirety.

#### Estimated Value of the Subject Property - Before the Acquisition

Based on the reasoning and analysis presented in this report, it is our opinion that the market value of the property, before the acquisition, as of March 20, 2017, is:

<b>CONCLUDED VALUE – LARGER PARCEL</b>	
	<b>As Is</b>
<b>Date of Value</b>	<b>March 20, 2017</b>
<b>Total Market Value Conclusion</b>	<b>\$150,000*</b>

\*Subject to the extraordinary assumptions and hypothetical conditions presented in this report.

This letter of transmittal is not considered valid if separated from this report, and must be accompanied by all sections of this report as outlined in the Table of Contents, in order for the value opinions set forth above to be valid.



**Valbridge**  
PROPERTY ADVISORS

Ms. Stephanie Judge  
The Nature Conservancy  
September 1, 2017  
Page 5

Respectfully submitted,  
Valbridge Property Advisors | Vitale Realty Advisors, LLC

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S. Steven Vitale, MAI  
Senior Managing Director  
Wisconsin Certified General Appraiser  
Wisconsin License #506-10  
License Expires 12-14-2017  
svitale@valbridge.com

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Robert R. Gustafson  
Senior Appraiser  
Wisconsin Certified General Appraiser  
Wisconsin License #1614-10  
License Expires 12-14-2017  
rgustafson@valbridge.com

## PURCHASE AGREEMENT FOR REAL ESTATE

This is an agreement for the sale and purchase of real property between Kenosha County (the "**Seller**"), whose address is 1010 56<sup>th</sup> St., Kenosha, WI 53140 and The Nature Conservancy, a District of Columbia nonprofit corporation, its successors and assigns (the "**Conservancy**") having its principal office at 4245 North Fairfax Drive, Arlington, Virginia 22203-1606 and maintaining an office at 633 W. Main Street, Madison, WI 53703, covering that land described in **Exhibit A** attached to this agreement together with: any and all structures and improvements on the land; fixtures or equipment attached to the land; oil, gas and mineral rights; water and water rights; timber and timber rights; grazing rights; and any other surface and subsurface rights, permits, hereditaments, easements, and appurtenances belonging to the land, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, containing fifteen (15) acres, more or less (the "**Property**").

In consideration of one thousand dollars (\$1000.00) paid by the Conservancy to the Seller, (the "**Earnest Money**") and of the covenants and agreements contained in this Purchase Agreement for Real Estate (the "**Agreement**"), the adequacy of which is hereby acknowledged, the Seller agrees to sell to the Conservancy and the Conservancy agrees to purchase from the Seller the Property under the following terms and conditions:

1. Payment of Earnest Money. The Conservancy will pay the Earnest Money directly to the Seller within five (5) business days following the Conservancy's receipt of the fully executed Agreement.
2. Purchase Price. The total purchase price for the Property is fifty thousand dollars (\$50,000) (the "**Purchase Price**"). If the Conservancy purchases the Property, then the Earnest Money will be credited against payment of the Purchase Price. The balance of the Purchase Price will be paid by check or by wire transfer at closing.
3. Title.
  - A. Evidence; Insurance. Upon execution of the Agreement by the parties, the Conservancy shall obtain a preliminary title insurance commitment for a standard owner's policy of title insurance on the Property, along with legible and complete copies of all documents referenced in the exceptions (the "**Commitment**"), pursuant to which a policy of title insurance (the "**Title Policy**") shall be issued at closing in the amount of the fair market value of the Property.

The cost of the title examination, Commitment and Title Policy shall be the responsibility of the Conservancy.
  - B. No Additional Encumbrances. As of the date that this Agreement is signed by the Seller, Seller shall not further sell, lease, or encumber, directly or indirectly, any interest in the Property prior to closing without the Conservancy's prior written consent, which may or may not be given in the Conservancy's sole discretion.
  - C. Requirements. At closing, Seller will convey to the Conservancy good, insurable and marketable title to the Property, together with all rights, hereditaments and appurtenances belonging to the Property (including all mineral, water rights and timber rights and insurable legal access, as provided in this Agreement), in fee simple, free and clear of all liens, encumbrances, restrictions, rights or exceptions except those of record that have been deemed acceptable to the Conservancy in its sole discretion.

- D. Vacation of Roads, Utilities and Plat. The parties acknowledge that as of this date, approximately 2.57 acres of the Property consists of undeveloped streets owned by the Village of Pleasant Prairie. Seller will work with the Village to have the roads vacated, and title to the roads shall be conveyed to the Conservancy as part of the Property at closing. The Property has been platted as a subdivision. Following vacation of the roads, Seller will also obtain releases for any utility rights, and have the plat vacated so that the Property can be surveyed and conveyed to the Conservancy as one contiguous parcel.
- E. Encroachments; Access. Without limitation, the Property shall not be considered to be in compliance with this Agreement's title requirements unless (a) all structures and improvements, including any driveways and accessory structures, if any, are located within the boundary lines of the Property and do not encroach upon, over or under any property not within such boundary lines; (b) no building, structure, improvement or property of any kind encroaches upon, over or under the Property from other property; and (c) the Property has legal, physical, marketable and insurable access to a public road.
- F. Defects. If for any reason Seller cannot deliver title at closing as required by the preceding paragraphs, the Conservancy may elect to (a) accept the Property with title as it is, (b) refuse to accept the Property, in which case the Earnest Money shall be promptly refunded to the Conservancy and this Agreement shall terminate without further recourse to the parties, or (c) require Seller to diligently pursue all commercially reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits

In the event Seller cannot cure a title defect by the Closing Date, then at the Conservancy's option, the Closing Date may be extended to accommodate a cure. If, at any time, the Conservancy determines that the process or timing of such cure is unsatisfactory, then, at the Conservancy's election, the Earnest Money shall be promptly refunded to the Conservancy and this Agreement shall terminate without further recourse to the parties.

4. Right of Entry and Property Inspections. The Conservancy and its duly authorized agents and invitees may enter upon the Property at reasonable times prior to closing for all reasonable purposes related to this transaction. The Conservancy and its duly authorized agents shall also have the right to inspect the Property and any improvements on the Property and conduct physical and environmental inspections and assessments of the Property and any improvements at any time prior to closing (and to update those inspections and assessments, as circumstances may require). Such inspections shall be conducted at reasonable times and in a manner that does not unreasonably interfere with Seller's use and enjoyment of the Property. Based upon the results of said inspections and assessments, the Conservancy may, in its sole discretion at any time prior to closing, elect to (a) refuse to accept the Property, in which case the Earnest Money shall be promptly refunded to the Conservancy and this Agreement shall terminate without further recourse.
5. Survey. Once the Seller has completed the plat vacation process as described in Section 3.D. above, the Conservancy shall have a survey of the Property and a complete legal description of the Property prepared prior to closing. **The legal description shall be a metes and bounds description of the entire 15 acre property, as it exists after the roads and plat have been vacated. The Seller shall**

obtain any approvals required to ensure that the survey description can be used in the conveyance to the Conservancy. A Plat of Survey, rather than a Certified Survey Map, will be created. Seller shall seek any needed approvals for the use of a Plat of Survey. The surveyor shall stake the Property boundaries and determine the acreage of the Property to the nearest one hundredth acre. The survey shall be in a form acceptable to (i) the Conservancy, (ii) the Conservancy's title insurance company, and (iii) if applicable, the Conservancy's funding agents. Seller and the Conservancy shall each have the right to be present during the survey. The cost of the survey shall be paid by the Conservancy.

6. Preservation of Property and Resources; Risk of Loss. Seller agrees that the Property shall remain as it now is until closing, and that Seller bears all risk of loss to the Property prior to closing, and that Seller will prevent and refrain from any use of the Property for any purpose or in any manner that would adversely affect the Conservancy's intended use of the Property as a natural area or similar use. Specifically, but without limitation, Seller shall make no alterations to any improvements, timber resources, other vegetation, topography, wetlands or watercourses, or other natural resources on the Property. In the event of such actions, or in the event that the condition of the Property is altered by any natural force beyond the control of Seller, the Conservancy may, without liability, in its sole discretion, (a) refuse to accept the Property, in which case the Earnest Money shall be promptly refunded to the Conservancy and this Agreement shall terminate without further recourse to the parties, or (b) elect to accept the Property (or a portion of the Property), in which case there may be a mutually acceptable adjustment of the Purchase Price based on the change in circumstances.

Seller shall remove all personal property not included with the sale and any rubbish and trash from the Property prior to closing.

All of Seller's activities in connection with this Section 6, and in connection with any required corrections under Section 4 above, shall be conducted in accordance with all relevant local, state, and federal laws, and Seller shall obtain, at its sole cost and expense, any all and permits required by law to conduct such activities. Seller agrees to bear all responsibility for fines and penalties imposed for violations of any such laws or regulations and to hold the Conservancy harmless therefore.

7. Closing.

- A. Date. Closing will occur on July 10, 2018 (the "**Closing Date**"), or as soon thereafter as the conditions for closing set out in this Agreement have been met. Closing may be held in escrow through a title insurance company or as otherwise agreed to by the parties.
- B. Documents. At closing, Seller shall execute and deliver a general warranty deed to the Conservancy, evidence of Seller's authority to sell the Property satisfactory to the Conservancy and the title company, and such affidavits, including a non-foreign affidavit, and other documents as may be required by the Conservancy's title insurance company to remove any standard title policy exceptions and to close in accordance with the terms of this Agreement. The proposed deed and other closing documents for which Seller is responsible shall be prepared at Seller's expense and submitted to the Conservancy at least fifteen (15) days prior to closing. The description of the Property in the deed shall be the new legal description prepared in connection with the survey as set forth in Section 6 above.

- C. Taxes. Seller represents and warrants that there are no unpaid taxes attributable to the Property for any period prior to closing. The Conservancy will be responsible for all taxes assessed in 2018 for the period beginning with the date of closing (if any).
  - D. Other Closing Costs. Seller shall pay any documentary stamp tax, real estate transfer fee or any similar charge due upon conveyance of title to the Conservancy, as well as any commission due any real estate broker in connection with this transaction. Any escrow or closing fees due for the services of the closing agent shall be split equally between the Seller and the Conservancy. Recording fees will be paid according to local custom.
  - E. Possession. Full possession of the Property, free of all tenants and occupants, shall be delivered at the time of the delivery of the deed.
8. Seller's Representations and Warranties. Seller warrants and represents to the Conservancy that the statements in the following subparagraphs are true and accurate as of the date upon which this Agreement was signed by the Seller, and shall be true as of the Closing Date. All items disclosed below remain subject to the Conservancy's review and approval in accordance with the terms of this Agreement. These representations and warranties shall survive closing.
- A. Title to Property; Authority to Execute Documents. Seller is the sole legal and beneficial owner of the Property in fee simple, except for the undeveloped roads that will be acquired by Seller from the Village of Pleasant Prairie prior to closing. The Property is not now subject to any written or oral lease, mineral lease or agreement, government cost-share contract or other agreement that restricts either the use of the Property or the modification or removal of improvements, license, permit, option, agreement of sale, government farm program enrollment, claim or legal proceeding except: none. Seller has the full power and authority to execute this Agreement and all agreements and documents referred to in this Agreement and to fully perform Seller's agreements as described in this Agreement. All necessary third party consents and approvals to the transaction contemplated in this Agreement have been obtained and the execution of this Agreement and performance of the transaction contemplated by this Agreement do not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.
  - B. No Notices. Seller has not received any notices issued by any municipal or other public authority with regard to any work or improvements done or ordered by such authority to be done either before or after the date of this Agreement, and has no reason to believe that any such notice will be issued after the date of this Agreement. Seller shall be responsible for any public improvements, assessments, notices or orders received prior to closing.
  - C. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.
  - D. Condition of Property. Seller is not aware of any facts that would adversely affect the Conservancy's intended uses of the Property as a natural area or similar use.

E. Tanks and Wells. There have not been and there are not now any underground or aboveground storage tanks, septic tanks or wells located on or under the Property, or if there have been or are any such tanks or wells located on the Property their location has been identified to the Conservancy in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release of any Hazardous Substance (as defined below) into the environment.

G. Hazardous Substances. Seller has not received any notices alleging that Hazardous Substances are on, in or under the Property, and to the best of Seller's knowledge:

- (i) There is no and has been no condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law;
- (ii) There is no and has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance on the Property;
- (iii) There is no and has been no release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property or within the immediate vicinity of the Property;
- (iv) There is not now and has never been any Hazardous Substance stored on the Property in underground tanks, pits, or ponds; and
- (v) The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Substance.

The term "**Hazardous Substance**" means any substance that is defined as a hazardous substance, hazardous material, hazardous waste, petroleum product, pollutant or contaminant under any environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et. seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C., Section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., and any and all regulations promulgated thereunder, or any similar federal, state or local laws, ordinances or regulations adopted under these acts.

H. Litigation. There is not now pending, nor, to Seller's knowledge, has there been threatened any legal action, suit, or proceeding against Seller or the Property before any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign.

9. Special Contingencies.

A. Seller's Representation and Warranties at Closing. Seller's representations and warranties set forth in Section 8 above shall be true and accurate in all material

respects as of the Closing Date. If such representations and warranties are not true or are materially inconsistent as of the Closing Date, then the Seller shall be in default and the Conservancy may pursue the remedies set forth in Section 10.C. of this Agreement. Seller will deliver at closing to the Conservancy a certificate stating that each of the representations and warranties made by Seller in this Agreement are true and correct as of closing, if requested by the Conservancy.

- B. Corporate Approval. The Conservancy's obligations under this Agreement are contingent upon the proposed transaction receiving formal corporate approval in accordance with the Conservancy's standard business practices. If such formal approval is not obtained, the Conservancy may terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be promptly refunded to the Conservancy without further recourse to the parties.

10. Miscellaneous Provisions.

- A. Assignment. The Conservancy may assign this Agreement at any time prior to or at closing and upon such assignment the Conservancy shall be relieved of any and all of its obligations under this Agreement. The Conservancy shall give Seller written notice of any such assignment.

- B. Broker's Commission. Each party represents to the other that it has not contracted with or used the services of any broker or finder with regard to this transaction, and each agrees to indemnify and defend the other and hold the other harmless from and against all liability, claims, demands, damages and costs of any kind arising from or connected with any broker's or finder's type of fee, commission or charges claimed to be due any person arising from such party's conduct with respect to this transaction.

- C. Default and Remedies.

- (i) Default by Seller. If Seller defaults under this Agreement or one or more of the special contingencies set forth in Section 9 of this agreement fails to be satisfied, the Conservancy may either: (a) provide written notice to Seller of the Conservancy's refusal to accept the Property, in which case the Earnest Money shall be promptly refunded to the Conservancy and the Agreement shall terminate without further recourse to the parties, except as provided in the following sentence or (b) proceed to close the transaction as provided in this Agreement. In either case, in addition to any other remedy specifically set forth in this Agreement, the Conservancy shall have the right to enforce the provisions of this Agreement through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. The election of any one remedy available under this Agreement shall not constitute a waiver of other available remedies.
- (ii) Default by the Conservancy. If all the conditions contained in this Agreement have been satisfied, the Seller has performed all of its obligations under this Agreement and is not in default, and the Conservancy fails to close the transaction as provided in this Agreement,

then the Earnest Money shall be retained by Seller as liquidated damages, which shall be Seller's sole recourse at law or in equity.

- D. Representation by Counsel. Seller acknowledges that (a) the Conservancy has advised Seller to have Seller's own attorney review this Agreement and that the Conservancy is not acting on behalf of or advising Seller in this transaction, and (b) Seller has not relied on any information or advice provided by the Conservancy or its agents in connection with this transaction or agreement.

- E. Notices. Unless otherwise provided, any notice required by this Agreement shall be deemed properly given on the date it is delivered to an overnight courier service, or deposited with the United States Postal Service by registered or certified mail, postage prepaid, addressed to:

If to Seller: to the address set forth above.  
With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Conservancy: to the Madison office address set forth above.

With copy to:  
The Nature Conservancy  
Midwestern Resource Office  
1101 West River Parkway, Suite 200  
Minneapolis, MN 55415, Attn: Legal Department

- F. Exhibits. The following exhibits are attached to this agreement and incorporated into this agreement by reference:

Exhibit A – Property Description

- G. Governing Law. This Agreement and any interpretation of this agreement are governed by the laws of the State of Wisconsin, without regard to its conflicts of law provisions.

- H. Construction of Agreement. This Agreement sets forth the entire agreement between the parties and may be modified or amended only by a written instrument signed by both parties. It is further understood and agreed that no party is relying upon any statement or representation not expressly embodied in this Agreement. This Agreement becomes effective when it has been signed by all parties, and shall be binding upon each party and the parties' respective heirs, devisees, executors, successors and assigns. If two or more persons are named as Seller, their obligations shall be joint and several.

- I. Time Periods. Any reference in this Agreement to the time for the performance of obligations or elapsed time shall mean consecutive calendar or business days, months, or years, as applicable. Unless business days are explicitly stated, any reference to days shall be construed to mean calendar days. When used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday, recognized federal holiday or a recognized state holiday in the State of

Wisconsin. If the time for the performance of obligations or elapsed time is measured in calendar days but the last day is not a business day, then the last date for such performance or elapsing of time shall be extended to the next occurring business day.

- J. No Waiver. No delay in exercising any right or remedy shall constitute a waiver of any right or remedy, and no waiver by Seller or the Conservancy of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- K. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.
11. Wisconsin Stewardship Program. The Conservancy may apply for a grant under the Wisconsin Stewardship Program administered by the Wisconsin Department of Natural Resources. Any grant the Conservancy receives will be based on Department of Natural Resources property valuation guidelines.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement to be binding upon the parties as of the last date of signature below.

SELLER:  
Kenosha County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONSERVANCY:  
THE NATURE CONSERVANCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### PROPERTY DESCRIPTION

**SCHMIDT'S FIRST ADDITION TO PLEASANT PRAIRIE**

**Kenosha County**

**11/18/00**

**Kenosha County Department of Planning and Development**

**NOTE: GAP EXISTING IN LEGAL DESCRIPTIONS**

**126TH STREET**

**127TH STREET**

**128TH STREET**

**8TH AVENUE**

**SHERIDAN ROAD**

**CSM 358**

**CSM 818**

**PARCEL 1**

**1 inch = 182 feet**

**The "Property"**

**County-owned NFS to TNC**

**11/18/00**

**Kenosha County Department of Planning and Development**