

FILED  
03-20-2019  
Clerk of Circuit Court  
Kenosha County  
2019CV000336  
Honorable Chad G  
Kerkman  
Branch 8

STATE OF WISCONSIN    CIRCUIT COURT    KENOSHA COUNTY

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RONALD F. RINALDI  
9300 38th Street,  
Village of Somers, WI 53144,

Plaintiff,

vs.

KENOSHA COUNTY  
5700 6th Ave,  
Kenosha, WI 53140,

and

KENOSHA COUNTY  
DIVISION OF HIGHWAYS  
19600 75th St., Suite 122-1  
Bristol, WI 53104

Defendants.



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SUMMONS

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THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Kenosha County Courthouse, 912 56th Street,

Kenosha, WI 53140, and to Eminent Domain Services, LLC - 131 W. Wilson Street, Suite 304 Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

~~01~~ Dated this 18th day of March 2019.

Eminent Domain Services, LLC

Electronically signed by Erik S. Olsen

Electronically Signed by Andrew D. Weininger

Erik S. Olsen

State Bar No.: 1056276

Andrew D. Weininger

State Bar No.: 1084096

131 W. Wilson St., Ste. 304  
Madison, WI 53703-3270  
Telephone: (608) 661-8509  
Facsimile: (608) 338-0889

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STATE OF WISCONSIN    CIRCUIT COURT    KENOSHA COUNTY

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RONALD F. RINALDI  
9300 38th Street,  
Village of Somers, Wisconsin, 53144,

Plaintiff,

vs.

KENOSHA COUNTY  
5700 6th Ave,  
Kenosha, WI 53140,

and

KENOSHA COUNTY  
DIVISION OF HIGHWAYS  
19600 75th St., Suite 122-1  
Bristol, WI 53104

Defendants.

---

COMPLAINT

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Now comes RONALD F. RINALDI by his attorney Eminent Domain Services, LLC, by Erik Olsen and Andrew Weininger, attorneys for the Plaintiff, and alleges and pleads as follows:

- 1) This is a right-to-take action brought under Wis. Stat. § 32.05(5), the 5th and 14th

Amendments to the United States Constitution, 42 U.S.C. § 1983, Wis. Const. art. I, § 13, 42 U.S.C. §§ 4601–55, 6102, 49 C.F.R. § 24.8, 49 CFR § 24.102, Wis. Stat. § 32.05(2a), and Wis. Stat. § 840.03(1).

- 2) The Plaintiff owns certain real estate (“the Property”) in Kenosha County, where his home is located and also where his business is located. The Property consists of two houses and a number of outbuildings including an auto body shop and paint shop, a storage facility for vintage auto parts, and an accessory dwelling unit (“ADU”) which, up until the displacement caused by the project, was being rented and provided rental income. The Property is further described in the two redacted jurisdictional offers for Parcels 15 and 16 (collectively “the Jurisdictional Offer”), which are attached hereto as Exhibit A and incorporated herein by reference.
- 3) The Plaintiff Ronald F. Rinaldi is a disabled adult resident of the state of Wisconsin who resides at the above captioned address.
- 4) The Plaintiff will be displaced the Project.
- 5) Defendants Kenosha County, the Kenosha County Division of Highways, and their officers, agents, employees, and contractors (collectively the “Condemning Authorities”), located at the addresses above-captioned, are using eminent domain to take property from the Plaintiff for a road expansion project (the “Project”). They have arbitrarily separated the taking from the Rinaldi property into two sub-takings labeled Parcel 15 and Parcel 16. This complaint challenges both sub-takings and the procedural and substantive precursors to both of the sub-takings, and alleges and asserts that there should have only been one taking (the “Taking”), as further outlined and noticed by this complaint.
- 6) The Project and the Taking are regulated by Wis. Stat. ch. 32.
- 7) The Project and the Taking are regulated by Federal Law including 42 U.S.C. § 61 and 49 C.F.R. § 24.

- 8) As part of the Project, the Defendants need part of the Plaintiff's land.
- 9) The Taking implements or executes a policy statement, ordinance, regulation, or decision officially adopted and promulgated by the Defendants' officers, agents, employees, and contractors, and the Defendants acted under the color of law when they deprived the Plaintiff of right(s) under federal law and the federal constitution including rights under the Uniform Act and under the right to the equal protection of the laws.
- 10) The Defendants' attempted Taking of Plaintiff's property is defective for the following reasons:
  - a. The Defendants failed to negotiate in good faith prior to making the Jurisdictional Offer and otherwise violated the applicable laws in the following ways:
    - i. By arbitrarily splitting the Taking into two separate sub-parcels,
    - ii. By attempting to acquire more property than was actually needed for the Project,
    - iii. By representing to the Plaintiff that they would re-establish Plaintiff's house and accessory dwelling unit on the Plaintiff's remaining property by tearing down the barn, moving the contents to a new pole building that the Defendant's relocation agents indicated they would have space to build to the east of the present location of the barn thereby allowing the Plaintiff's house to be moved back (north) and the ADU to be relocated somewhere to the east of its current location and further to the back of the property. The parties had discussed this plan and agreed that it was the primary plan,
    - iv. By failing to take action to reorient and re-establish the Plaintiff's home, barn, and ADU on his remaining property other than getting a house moving bid,
    - v. By failing to identify a legally adequate replacement property for

relocation purposes for both the residential and business aspects of the Property and by otherwise failing to provide relocation assistance as required by law including by not implementing the agreed upon relocation plan,

vi. By rendering part of the Plaintiff's property an uneconomic remnant without concurrently offering to acquire the uneconomic remnant as mandated under Wisconsin law and Federal law and by acquiring a different part of the Plaintiff's property, which was an uneconomic remnant, without giving the Plaintiff the opportunity to retain it, thereby violating Federal law and Wisconsin law,

vii. And by conducting the acquisition in such a way that it forced the Plaintiff to initiate a lawsuit against the Condemning Authorities.

- b. The Taking exceeds the scope of the relocation order, or the Taking outlined in the relocation order exceeds the scope of what is necessary for the road project, or the relocation order is otherwise defective;
- c. The relocation order is void due to its failure to comply with the requirements defined under law;
- d. The Condemning Authorities have failed to adequately relocate the Plaintiff as required under Wisconsin law and 49 CFR § 24 and since they have yet to identify a comparable replacement property, have failed to give the requisite 90 day notice;

11) Wherefore, the Jurisdictional Offer is void and the Taking is void.

**RELIEF SOUGHT**

WHEREFORE, the Plaintiff demands Judgment from the Court against Defendants as

follows:

- A. For an order declaring the Relocation order and Jurisdictional Offer, and all actions undertaken thereunder by Defendants, null and void;
- B. For an order prohibiting the recordation of an Award of Damages or declaring it void if it has been recorded and a preliminary injunction and injunction against the Defendants;
- C. For judgment determining that the Defendants do not have the right to condemn part or all of the property described in the Jurisdictional Offer;
- D. For an order requiring Defendants to pay the Plaintiff's litigation expenses in accordance with applicable statutes; and
- E. For such other relief as available and appropriate under the statutes cited in this complaint, and as the Court may otherwise find just and equitable.

Dated this 18th day of March.

EMINENT DOMAIN SERVICES, LLC

Electronically signed by Erik S. Olsen

Electronically Signed by Andrew D. Weininger

Erik S. Olsen

State Bar No.: 1056276

Andrew D. Weininger

State Bar No.: 1084096

131 W. Wilson St., Ste. 304  
Madison, WI 53703-3270  
Telephone: (608) 535-6109  
Facsimile: (608) 338-0889

# Exhibit A



TM, Law International Lawyers

Sedalia (Missouri)  
Direct Telephone  
417-287-1813  
schlitz@vonbriesen.comAmended March 8, 2019**CERTIFIED MAIL**

Mr. Erik S. Olsen  
Eminent Domain Services LLC  
131 West Wilson Street, Suite 304  
Madison, WI 53703

**Re: Project ID RD16-003**  
**Kenosha County - CTH S Expansion**  
**Subject: Parcel 15**

Dear Mr. Olsen:

On June 28, 2018, your client was issued Kenosha County's initial offer to purchase new right of way required for the expansion of County Trunk Highway S. The initial offer was based upon an appraisal prepared by Single Source, Inc. On November 19, 2018, your client was issued a revised offer from the County in an attempt to negotiate for the purchase of the property.

Because the negotiations for this transaction have failed to reach a satisfactory conclusion, it is now necessary for Kenosha County to provide your client with the enclosed Jurisdictional Offer. The Jurisdictional Offer was mailed yesterday, March 7, 2019, but the legal description was inadvertently omitted from the package. Enclosed is another copy of that Jurisdictional Offer and the legal description.

Providing this Jurisdictional Offer is one of the required actions set forth in Chapter 32 of the Wisconsin Statutes in order to acquire lands and interests through the eminent domain process. This process is more fully explained in the information sheet entitled, "The Rights of Landowners under Wisconsin Eminent Domain Law," that was previously given to your client.

Your client now has twenty (20) days from the postmark date of this mailing to either accept or reject the Jurisdictional Offer.

It remains Kenosha County's desire to reach a negotiated settlement. Please carefully consider this Jurisdictional Offer and should your client wish to accept the terms, please sign it as accepted on the second page and mail it to me.

Mr. Erik S. Olsen  
March 8, 2019  
Page 2

If there is no response from you or your client by March 28, 2019, the County will presume that this offer is rejected, and will then proceed to acquire this parcel through the eminent domain process by issuing an Award of Damages pursuant to section 32.05(7) of the Wisconsin Statutes.

Please call me if you have any questions regarding the terms of this Jurisdictional Offer.

Very truly yours,

von BRIESLIN & ROPER, s.c.

  
Smitha Chintamaneni

SC:ymb  
Enclosures

cc: Ronald P. Rinaldi, 9300 38<sup>th</sup> Street, Kenosha, WI 53144 (Via Certified Mail)  
Patricia J. Jensen, 3943 Pinehill Blvd., Racine, WI 53403 (Via Certified Mail)  
Patricia J. Jensen, c/o Atty. Thomas W. Anderson, 5401 60<sup>th</sup> Street, Kenosha, WI 53144,  
(Via Certified Mail)

3/22/2019, 1:00 PM

**JURISDICTIONAL OFFER**

Isa 1768 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date

March 6, 2019

To

Ronald F. Rinaldi, ("Owner") and Patricia J. Jensen ("Mortgagee").

Relocation Order Date 01/18/2019	Relocation Order Filed in the office of the County Clerk on 01/17/2019	County Kenosha	Public Purpose for Property Highway or other transportation related purposes
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Kenosha County, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest, all as particularly described on attached page, and agrees to pay the sum of:

within 30 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by Kenosha County for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. Kenosha County in good faith intends to use the above-described property for such public purpose.

B. Kenosha County proposes to occupy and the Owner will vacate the premises on June 15, 2019.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a) Loss of land, including improvements and fixtures actually being acquired	\$
(b) Damages caused by loss of existing rights of access	\$
(c) Damages caused by loss of air rights	\$
(d) Damages caused by loss of legal nonconforming use	\$
(e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	\$
(f) Damages to property abutting on a highway right of way due to change of grade	\$
(g) Cost of fencing reasonably necessary to separate land taken from remainder	\$
(h) Market value of uneconomic remnant	\$
(i) Other	\$
Total	\$

Compensation for additional items of damage listed in s. 32.19 and s. 32.195 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the Owner's property a copy of which has been provided to the Owner. If required, the appraisal is available for inspection at the Kenosha County Highway Commissioner's Office.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20-day deadline; and the offer and acceptance must be delivered to agent for Purchaser: Clement Abongwa, Director/Highway Commissioner Kenosha County Center 19600 75th St., Suite 122-1, Bristol, WI 53104-9772 not later than regular office closing time of 5:00 p.m. on the abovementioned 20-day deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than the abovementioned 20-day deadline.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If Owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Registrar of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 8 months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s. 32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. This right of appeal is subject to the provisions of s. 32.05(9)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemnor, under certain circumstances.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 30 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 30-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ~~ordinances~~ and restrictions of record.
- N. If all persons or entities designated as an Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Land and Improvements
- P. This offer, if accepted by Owner, shall constitute a binding contract.

Clement Abongwa 03/17/2019  
 Clement Abongwa, P.E.  
 Director/Highway Commissioner, Kanoshka County  
 Title

If owner is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature	Date
Owner Signature	Date
Owner Signature	Date
Owner Signature	Date

If owner is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Name of firm or corporation	
Officer Signature	Date
Title	
Officer Signature	Date
Title	

If mortgagee is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature	Date
Owner Signature	Date
Owner Signature	Date
Owner Signature	Date

If mortgagee is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Name of firm or corporation	
Officer Signature	Date
Title	
Officer Signature	Date
Title	

**LEGAL DESCRIPTION**

**Fee Title** in and to the following tract of land in Kenosha County, State of Wisconsin, described in as follows:

As described in Document No. 1663560, recorded January 26, 2012.

Part of the Northeast ¼ of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, Lying and being in the Town of Sommers, Kenosha County, Wisconsin, and being more particularly described as: Commencing on the South line of said ¼ Section at a point North 89°13'58" East from the Southwest corner thereof; thence North 1°43'24" West parallel to the West line of said ¼ Section, 73.31 feet and to the Northerly right of way line of County Trunk Highway S(38<sup>th</sup> Street) and the point of beginning of the parcel to be herein described; thence continue North 1°43'24" West parallel to the West line of said ¼ Section, 153.14 feet; thence North 89°13'58" East parallel to the South line of said ¼ Section, 150.00 feet; thence South 1°43'24" East parallel to the West line of said ¼ Section, 155.61 feet and to said Northerly right of way line; thence South 89°13'58" West along and upon said Northerly right of way line, 150.06 feet and to the point of beginning.

This parcel contains 0.755 Acres, more or less.



TAGLaw International Lawyers

Sachin Chintanwar  
Direct Telephone  
414-276-1113  
schintanwar@taglaw.comAmended March 8, 2019**CERTIFIED MAIL**

Mr. Erik S. Olsen  
Eminent Domain Services, LLC  
131 West Wilson Street, Suite 304  
Madison, WI 53703

Re: Project ID RD16-003  
Kenosha County - CTH S Expansion  
Subject: Parcel 16

Dear Mr. Olsen:

On July 17, 2018, your client was issued Kenosha County's initial offer to purchase new right of way required for the expansion of County Trunk Highway S. The initial offer was based upon an appraisal prepared by Single Source, Inc. On November 19, 2018, your client was issued a revised offer from the County in an attempt to negotiate for the purchase of the property.

Because the negotiations for this transaction have failed to reach a satisfactory conclusion, it is now necessary for Kenosha County to provide your client with the enclosed Jurisdictional Offer. The Jurisdictional Offer was mailed yesterday, March 7, 2019, but the legal description was inadvertently omitted from the package. Enclosed is another copy of that Jurisdictional Offer and the legal description.

Providing this Jurisdictional Offer is one of the required actions set forth in Chapter 32 of the Wisconsin Statutes in order to acquire lands and interests through the eminent domain process. This process is more fully explained in the information sheet entitled, "The Rights of Landowners under Wisconsin Eminent Domain Law," that was previously given to you.

Your client now has twenty (20) days from the postmark date of this mailing to either accept or reject the Jurisdictional Offer.

It remains Kenosha County's desire to reach a negotiated settlement. Please carefully consider this Jurisdictional Offer, and should your client wish to accept the terms, please sign it as accepted on the second page and mail it to me.

Mr. Erik S. Olsen

March 8, 2019

Page 2

If there is no response from you or your client by March 28<sup>th</sup>, the County will presume that this offer is rejected, and will then proceed to acquire this parcel through the eminent domain process by issuing an Award of Damages pursuant to section 32.05(7) of the Wisconsin Statutes.

Please call me if you have any questions regarding the terms of this Jurisdictional Offer.

Very truly yours,

von BRIESEN & ROPER, s.c.

  
Smilha Chintamanen

SC:amb

Enclosures

cc: Ronald F. Rinaldi, 9220 38<sup>th</sup> Street, Kenosha, WI 53144 (Via Certified Mail)

22822562\_1 000X

**JURISDICTIONAL OFFER**

Ipe1788 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date

March 6, 2019

To

Ronald F. Rinaldi ("Owner").

Relocation Order Date 01/16/2019	Relocation Order Filed in the office of the County Clerk on 01/17/2019	County Kenosha	Public Purpose for Property Highway or other transportation related purposes
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Kenosha County, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest, all as particularly described on attached page, and agrees to pay the sum of:

within 30 days from the acceptance of this offer.

- A. The said property, and/or rights as described, are required by Kenosha County for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. Kenosha County in good faith intends to use the above-described property for such public purpose.
- B. Kenosha County proposes to occupy and the Owner will vacate the premises on June 15, 2019.
- C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:
- |   |    |
|---|----|
| (a) Loss of land, including improvements and fixtures actually being acquired   | \$ |
| (b) Damages caused by loss of existing rights of access   | \$ |
| (c) Damages caused by loss of air rights  | \$ |
| (d) Damages caused by loss of legal nonconforming use   | \$ |
| (e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land | \$ |
| (f) Damages to property abutting on a highway right of way due to change of grade   | \$ |
| (g) Cost of fencing reasonably necessary to separate land taken from remainder  | \$ |
| (h) Market value of uneconomic remnant  | \$ |
| (i) Other - Temporary Limited Easement (0.318 acres)  | \$ |
| <b>Total</b>  | \$ |

Compensation for additional items of damage listed in s. 32.19 and s. 32.165 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

- D. The purchase price is based upon an appraisal of the Owner's property a copy of which has been provided to the Owner. If required, the appraisal is available for inspection at the Kenosha County Highway Commissioner's Office.
- E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20-day deadline; and the offer and acceptance must be delivered to agent for Purchaser: Clement Abongwa, Director/Highway Commissioner Kenosha County Center 19800 75th St., Suite 122-1, Bristol, WI 53104-9772 not later than regular office closing time of 5:00 p.m. on the above mentioned 20-day deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than the above mentioned 20-day deadline.
- F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.
- G. If Owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s. 32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. This right of appeal is subject to the provisions of s. 32.05(8)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemnor, under certain circumstances.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 30 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 30-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.
- N. If all persons or entities designated as an Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Land and Improvements, Temporary Limited Easement
- P. This offer, if accepted by Owner, shall constitute a binding contract.

Clement Abongwa 03/07/2019  
 Clement Abongwa, P.E.  
 Director/Highway Commissioner, Kenosha County  
 Title

If owner is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature	Date
Owner Signature	Date
Owner Signature	Date
Owner Signature	Date

If owner is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Name of firm or corporation	
Officer Signature	Date
Title	
Officer Signature	Date
Title	

### LEGAL DESCRIPTION

**Fee Title** in and to the following tract of land in Kenosha County, State of Wisconsin, described in as follows:

Part of the Northeast 1/4 of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the Southeast Corner of said Quarter Section; thence South 89°13'54" West along the South line of said 1/4 Section 1334.66 feet to a point; thence North 01°35'20" West 61.88 feet to a point on the North line of CTH-S and the point of beginning of lands to be described; thence South 89°46'33" West along said North line 290.95 feet to a point; thence North 01°43'25" West 114.21 feet to a point; thence South 89°30'00" East 291.35 feet to a point; thence South 01°34'47" East 110.52 feet to the point of beginning.

This parcel contains 1.173 Acres, more or less.

**Temporary Limited Easement** in and to the following tract of land in Kenosha County, State of Wisconsin, described as follows:

Part of the Northeast 1/4 of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the Southeast Corner of said Quarter Section; thence South 89°13'54" West along the South line of said 1/4 Section 1334.66 feet to a point; thence North 01°35'20" West 172.40 feet to the point of beginning of lands to be described; thence North 89°30'00" West 291.35 feet to a point; thence North 01°43'25" West 47.50 feet to a point; thence South 89°30'00" East 291.47 feet to a point; thence South 01°34'47" East 47.50 feet to the point of beginning.

This parcel contains 0.318 Acres, more or less.

