



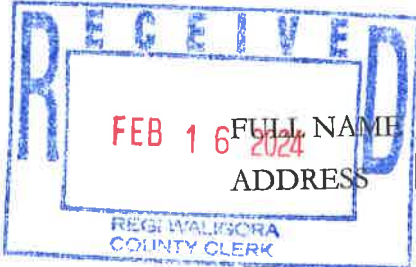
COUNTY OF KENOSHA

Regi Waligora

6L-06-24

COUNTY CLERK

1010 - 56th Street
Kenosha WI 53140
(262) 653-2552
Fax: (262) 653-2564



CLAIM AGAINST KENOSHA COUNTY

FULL NAME Smart Asset Realty DATE 2.13.24
ADDRESS [REDACTED] 53186
Attn: Mary Rozenberg - 520/528 Cogswell
TELEPHONE NUMBER: Home: [REDACTED]
Work: [REDACTED]

DATE & TIME OF ACCIDENT OR LOSS January 13 2024

LOCATION OF ACCIDENT mailboxes, @ street

DESCRIPTION OF ACCIDENT OR LOSS snowplows destroyed
resident mail boxes. Smart Asset
Realty mitigated damages that resulted
in this property damage claim.

WITNESS:	Name	Address	Phone
	<u>Michael Durkin</u>	<u>[REDACTED] 53170</u>	<u>[REDACTED]</u>
	<u>Tiffany Cermak</u>	<u>[REDACTED] 53170</u>	<u>[REDACTED]</u>

AMOUNT OF CLAIM (damages) \$ 339.25 Time and material -

CLAIMANT'S SIGNATURE Marya Rozenberg

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 - 56TH STREET
KENOSHA WI 53140



Smart Asset Realty

[REDACTED]
53186

Dear Sirs,

Enclosed please find documentation of property damage caused by the snowplows after a heavy snow fall January of 2024. We have completed necessary repairs, and request reimbursement on the owner's behalf. Please feel to call me with questions or concerns. I have also enclosed the Management agreement showing we have full authority to make necessary repairs on their behalf.

In calling the clerk's office we were advised to proceed with repairs, document the repairs with photos and add receipts, all of which have been enclosed for your review.

Please submit payment to Smart Asset Realty [REDACTED] 53186

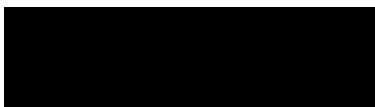
Reference 520-528 N Cogswell please.

Kind regards,

Mary Rozenberg

Sr. Maintenance Coordinator

Mary@smartassetrealty.com



1. Smart Asset Management Agreement Indemnity

1.1 PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into this 07/15/2022 between SCHWAB REAL ESTATE INVESTMENTS LLC, and Smart Asset Management LLC (Manager).

Owner hereby employs the services of Manager to manage, operate, control, rent and lease the following described property:

53170

53170,

53186

Responsibilities of Manager.

Owner hereby appoints Manager as his lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

1. To collect all rents as they become due, giving receipts therefore and to render to Owner a monthly accounting of rents received and expenses paid out; and to remit to Owner all income, less any sums paid out.
- * 2. To make or cause to be made all decorating, maintenance, alterations and repairs to the property and to hire and supervise all employees and other labor for the accomplishment of same.
3. To advertise the property and display signs thereon; to rent and lease the property; to sign, renew and cancel rental agreements and leases for the property or any part thereof; to sue and recover for rent and for loss or damage to any part of the property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal proceedings or lawsuits.

Indemnity of Manager. Owner shall, and Owner does hereby agree to, indemnify, defend, and hold harmless Manager and Manager's members, directors, officers, and employees from and against any Loss which Manager or Manager's members, directors, officers, and employees may suffer or incur, or which may be asserted against Manager or Manager's members, directors, officers, and employees, whether meritorious or not, and which arises in connection with the Property in the performance of Manager's duties and obligations under the terms of this Agreement resulting from Owner's gross negligence, fraud, or willful misconduct. Indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement regarding any occurrence preceding such expiration or termination.

Indemnity of Owner. Manager shall, and Manager does hereby agree to, indemnify, defend, and hold harmless Owner and Owner's members, directors, officers, and employees from and against any Loss which Owner or Owner's members, directors, officers, or employees may suffer or incur, or which may be asserted against Owner or Owner's members, directors, officers, or employees, whether meritorious or not, to the extent caused by: (a) the gross negligence or willful misconduct of Manager or its agents or employees; (b) acts by Manager outside of the scope of authority granted under this Agreement; (c) the breach by Manager of the terms and conditions of this Agreement; or (d) the negligence of any subcontractor contracted, hired, or retained by Manager with respect to the Property. Indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement regarding any occurrence preceding such expiration or termination.

Compensation of Manager.

Owner agrees to compensate Manager as follows:

7% of monthly rent collected

\$300 Eviction fee plus court fees

\$400 New lease fee. Includes advertising and background check

Term of Agreement.

This Agreement shall be effective as of the July 15th 2022, and shall expire on the July 14th 2023

Upon expiration of the above initial term, this Agreement shall **automatically be renewed** and extended for a like period of time unless terminated in writing by either party by providing written notice 60 days prior to the date for such renewal. This Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination Owner shall pay to Manager any fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager.

This document represents the entire Agreement between the parties hereto.

By initialing below, you acknowledge and agree to the terms in Section 1.

X BK
Brittany Kroupa

2. Sign and Accept

2.1 SMART ASSET

Signature

X *Brittany Kroupa*

Owner

IP Address: 65.31.164.132

09/01/2022 01:52pm CDT

X *Patrick Jacka*

Agent/Broker

IP Address: 99.17.255.247

09/01/2022 02:15pm CDT

How users
get more done.

6999 SOUTH 27TH STREET
FRANKLIN, WI 53132 (414) 304-1024

4907 00062 30647 02/13/24 06:11 AM
SALE SELF CHECKOUT

080489682873 7.25 MESSAGE BOARD <A> 7.98
7-1/4 IN. PT MAILBOX MOUNTING BOARD
080489102899 STAKES <A> 8.98
2X2-24" GRADE STAKES 5PC BUNDLE
084305355546 HOMER BUCKET <A> 4.48
5GAL HOMER BUCKET
090489135096 MAILBOX POST <A> 29.98
6" PT 5YP ANGLE MAILBOX POST

-----Pro Xtra Preferred Pricing-----

039545100455 50LB FAST/ST <A>
50LB QUIKRETE FAST-SET CONCRETE 13.42
285.71

MAX REFUND VALUE \$12.75/2

Pro Xtra Preferred Pricing -0.67

-----Pro Xtra Preferred Pricing-----

045452011352 MAILBOX <A> 34.93

AM-PM MAILBOX ELITE LRG BLK

MAX REFUND VALUE \$31.44

Pro Xtra Preferred Pricing -3.49

SUBTOTAL 95.61
SALES TAX 5.64
TOTAL \$101.25

XXXXXXXXXXXX1799 VISA

USD\$ 101.25
TA

AUTH CODE 067156/3622608

Chip Read

AID A00000000031010

CHASE VISA

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-8738 SUMMARY
THIS RECEIPT PO/XOB NAME: 93832-1

2024 PRO XTRA SPEND 02/12: \$59,280.55











528

UPPER