

**VILLAGE OF WESTON, WISCONSIN  
RESOLUTION NO. 2020-011**

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- A RESOLUTION,** TO ACKNOWLEDGE DISCHARGE OF LIS PENDENS ON PROPERTY IN THE SW1/4 OF THE SE1/4 OF SECTION 23, T28N, R8E, ON ZINSER STREET.
- WHEREAS,** On January 6, 2003, the Village of Weston adopted a relocation order to acquire property in the referenced quarter-quarter section (now addressed as 7315 Zinser Street) through the eminent domain process, (a.k.a. condemnation), for purposes of a storm water drainage easement, and
- WHEREAS,** The Village, following procedures prescribed in §32.05 Wis. Stats., presented a jurisdictional offer of compensation for the easement to the property owner dated November 15, 2004, and
- WHEREAS,** The Village subsequently filed a Lis Pendens for the taking of property needed for the stormwater drainage easement with the appropriate official(s) for Marathon County, Wisconsin, on January 7, 2005, and
- WHEREAS,** The Village's efforts to acquire the storm water drainage easement were contested by the property owner, Clifford Mashuda, and
- WHEREAS,** Correspondence to the property owner's legal counsel, Joseph Abruzzo, from Village legal counsel Richard Weber, dated December 20, 2005, indicates the Village was advised to discontinue its efforts to acquire the stormwater drainage easement and pay the property owner's litigation expenses, and
- WHEREAS,** Correspondence from Village Administrator, Dean Zuleger, to Finance Director, John Jacobs, dated January 9, 2006, directed Jacobs to pay said litigation expenses, and acquire the stormwater drainage easement, and

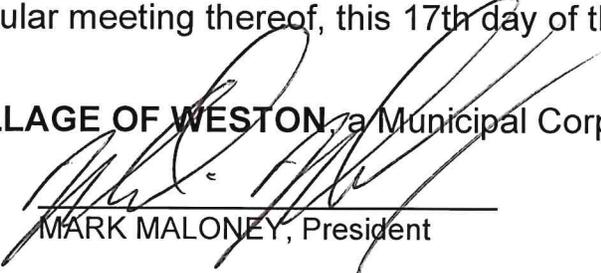
**WHEREAS,** The Lis Pendens filed on January 7, 2004, for the storm water drainage easement was discovered in preparation for sale of additional property by the Village to Eau Claire River, LLC/PGA, Inc., on August 6, 2020, and

**WHEREAS,** No documentation has been found to confirm the Village Board had approved or acknowledged the discontinuation of effort to acquire the storm water drainage easement.

**BE IT RESOLVED** The Board of Trustees for the Village of Weston hereby acknowledges the records related to the proposed acquisition of the stormwater drainage easement on the referenced property and affirms the discharge of the Lis Pendens filed with Marathon County, Wisconsin, on January 7, 2005, Document 1398567.

**PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTON,** at a regular meeting thereof, this 17th day of the month of August, 2020.

**VILLAGE OF WESTON,** a Municipal Corporation of the State of Wisconsin.

By:   
MARK MALONEY, President

ATTEST:  
By:   
SHERRY WEINKAUF, Clerk

**EXHIBIT A**

**LIS PENDENS AND JURISDICTIONAL OFFER**

## LIS PENDENS

**IN THE MATTER OF THE ACQUISITION BY THE VILLAGE OF WESTON OF AN INTEREST IN LANDS OWNED BY CLIFFORD G. MASHUDA, JR.**

**PLEASE TAKE NOTICE** that pursuant to Sec. 32.05, Wis. Stats., the VILLAGE OF WESTON, a municipal corporation located in Marathon County, Wisconsin whose address is 5500 Schofield Avenue, Weston, Wisconsin 54476, intends to acquire an easement for the public purpose of constructing, maintaining and repairing a pipeline and/or main for the purpose of carrying storm and surface waters over, across, through and under the lands owned by CLIFFORD G. MASHUDA, JR., whose address is Post Office Box 16, Princeton, Wisconsin 54958-0016:

The area over which the easement will extend is shown on the attached "EASEMENT EXHIBIT" which is part of a JURISDICTIONAL OFFER dated November 15, 2004, and which Jurisdictional Offer is likewise attached hereto and made a part hereof as if fully set forth herein at length. The said premises affected by the said easement are described as follows:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin being described as follows:

Commencing at the South 1/4 corner of said Section 23; thence N 00°17'11" W along the west line of said Southeast 1/4 of Section 23, a distance of 1316.21 feet to the south right-of-way of STH 29; thence N 89°58'07" E along said south right-of-way, 33.00 feet to the Point of Beginning; thence continuing N 89°58'07" E along said south right-of-way, 311.18 feet; thence S 45°01'53" E, 124.33 feet; thence S 44°58'07" W, 50.00 feet; thence N 45°01'53" W, 103.62 feet; thence S 89°58'07" W, 290.25' to the east right-of-way of Zinser Street; thence N 00°17'11" W along said east right-of-way, 50.00 feet to the Point of Beginning.

*192.4.2808.234.0997 ✓ SW SE*

Said parcel containing 20,734 square feet, more or less (0.476 acres, more or less).

Together with the right to discharge storm and surface waters from the said easement area into the existing pond as shown on the Easement Exhibit.

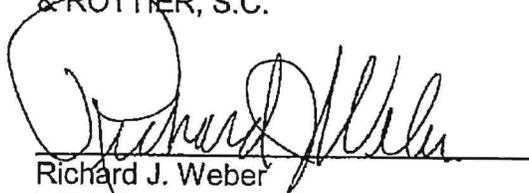
Said easement to be fifty feet (50') in width and cover an area of 0.476 acres or 20,734 square feet.

The said attached Jurisdictional Offer dated November 15, 2004 was served by Certified Mail, Return Receipt Requested, upon the owner, CLIFFORD G. MASHUDA, JR., on November 16, 2004.

Dated this 7th day of January, 2005.

PIETZ, VANDERWAAL, STACKER  
& ROTTIER, S.C.

By:

A handwritten signature in black ink, appearing to read "Richard J. Weber", is written over a horizontal line. The signature is cursive and somewhat stylized.

Richard J. Weber  
WSB #1007974  
530 Jackson Street  
Wausau, WI 54403  
(715) 845-9211  
Attorney for the Village of Weston

JURISDICTIONAL OFFER

Date: November 15, 2004

TO: CLIFFORD G. MASHUDA, JR.  
P. O. Box 16  
Princeton, Wisconsin 54968-0016

The undersigned VILLAGE OF WESTON, a municipal corporation of Marathon County, Wisconsin, hereinafter referred to as PURCHASER, offers to purchase a permanent easement and right-of-way, including the right to enter upon real estate which you own an interest, which easement and right-of-way legal description of the property and interests affected are all as particularly described on the attached page, and agrees to pay the sum of Five Thousand Six Hundred and no/100 Dollars (\$5,600.00) within sixty (60) days from the acceptance of this Offer,

A. The said property, and/or rights as described on the attached page are required by the VILLAGE OF WESTON for a public purpose, namely to construct, maintain and repair an underground pipeline and/or main for the purpose of conveying storm and surface water over, across, through and under the lands therein described, with the right to excavate and refill ditches and/or trenches for the location of said pipeline and/or main, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipeline and/or main, together with the right and privilege of discharging from time to time storm and surface water through, over and across said lands and also from the outlet of said pipeline and/or main into an existing pond, all as more particularly set forth and described in the VILLAGE OF WESTON RELOCATION ORDER dated January 6, 2003 and filed on January 9, 2003 in the office of the County Clerk for Marathon County. The VILLAGE OF WESTON in good faith intends to use the above described property for such public purpose.

B. The VILLAGE OF WESTON proposes to occupy and the owner will vacate the premises on February 6, 2005.

C. Pursuant to Sec. 32.05(3)(d), Wis. Stats., the above purchase price in the sum of Five Thousand Six Hundred and no/100 Dollars (\$5,600.00) is allocated in total to the interests of the owner in the property being acquired as a permanent drainage easement.

D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner of record, namely CLIFFORD G. MASHUDA, JR.

E. OWNER has twenty (20) days from the date of personal service of this offer, if personally served, or twenty (20) days from the date of postmark of the certified

mail envelope transmitting this offer, if transmitted by mail, or twenty (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 at the foot of this offer on or prior to December 6, 2004; and the offer and acceptance must be delivered to PURCHASER at:

VILLAGE OF WESTON  
C/o Sherry Weinkauf, Village Clerk  
5500 Schofield Avenue  
Weston, WI 54476

not later than regular office closing time on December 6, 2004, or mailed to PURCHASER, at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 p.m. December 6, 2004.

F. If the owner does not accept this offer as set forth, owner has forty (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 six (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 two (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. Owner's 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 and these costs are defined in Ch. 814 of Wisconsin Statutes.

J. If this offer is accepted by owner, the transfer of title shall be accomplished within sixty (60) days after acceptance including the payment to owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said

60-day period may, at the request of 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 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 of 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: Description on additional page.

P. This offer, if accepted by owner, shall constitute a binding contract.

VILLAGE OF WESTON

By: Sherry Weinkauff  
Sherry Weinkauff, Village Clerk

The above Jurisdictional Offer is hereby  Accepted  Rejected.

\_\_\_\_\_  
Clifford G. Mashuda, Jr.

THIS INSTRUMENT DRAFTED BY:  
Richard J. Weber  
Attorney at Law  
Kelley, Weber, Pietz & Slater, S.C.  
530 Jackson Street  
Wausau, Wisconsin 54403

**DESCRIPTION OF EASEMENT AND PROJECT**

A permanent easement and right-of-way, including the right to enter upon the real estate hereinafter described, at any time it may see fit, and thereon construct, maintain and repair an underground pipeline and/or main for the purpose of conveying storm and surface water over, across, through and under the lands hereafter described, with the right to excavate and refill ditches and/or trenches for the location of said pipeline and/or main, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipeline and/or main.

TOGETHER WITH the right and privilege of discharging from time to time storm and surface water through, over and across said lands hereinafter described and also from the outlet of said pipeline and/or main into an existing pond located on the Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twenty-three (23), Township Twenty-eight (28) North, Range Eight (8) East and adjacent to the Southeast terminus of the easement described hereinafter.

The owner may use and enjoy the premises described herein so long as said use and enjoyment does not interfere with the rights of PURCHASER as set forth herein.

The area over which the easement will extend is shown on the attached "EASEMENT EXHIBIT" and is more particularly described as follows:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin being described as follows:

Commencing at the South 1/4 corner of said Section 23; thence N 00°17'11" W along the west line of said Southeast 1/4 of Section 23, a distance of 1316.21 feet to the south right-of-way of STH 29; thence N 89°58'07" E along said south right-of-way, 33.00 feet to the Point of Beginning; thence continuing N 89°58'07" E along said south right-of-way, 311.18 feet; thence S 45°01'53" E, 124.33 feet; thence S 44°58'07" W, 50.00 feet; thence N 45°01'53" W, 103.62 feet; thence S 89°58'07" W, 290.25' to the east right-of-way of Zinser Street; thence N 00°17'11" W along said east right-of-way, 50.00 feet to the Point of Beginning.

Said parcel containing 20,734 square feet, more or less (0.476 acres, more or less).

1398567 . .

Together with the right to discharge storm and surface waters from the said easement area into the existing pond as shown on the Easement Exhibit.

Said easement to be fifty feet (50') in width and cover an area of 0.476 acres or 20,734 square feet.



**CENTRAL  
WISCONSIN  
ENGINEERS &  
ARCHITECTS**

5707 SCHOFIELD AVENUE  
WESTON, WISCONSIN  
54476

PHONE: (715) 355-9400  
FAX: (715) 355-4199

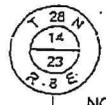
general@cwengineers.com  
http://www.cwengineers.com

# EASEMENT EXHIBIT

That part of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin being described as follows:

Commencing at the South 1/4 corner of said Section 23; thence N 00°17'11" W along the west line of said Southeast 1/4 of Section 23, a distance of 1316.21 feet to the south right-of-way of STH 29; thence N 89°58'07" E along said south right-of-way, 33.00 feet to the Point of Beginning; thence continuing N 89°58'07" E along said south right-of-way, 311.18 feet; thence S 45°01'53" E, 124.33 feet; thence S 44°58'07" W, 50.00 feet; thence N 45°01'53" W, 103.62 feet; thence S 89°58'07" W, 290.25' to the east right-of-way of Zinser Street; thence N 00°17'11" W along said east right-of-way, 50.00 feet to the Point of Beginning.

Said Parcel containing 20,734 square feet, more or less (0.476 acres, more or less).



NORTH 1/4 CORNER  
SECTION 23-28N-8E  
RR SPIKE FOUND

ZINSER  
STREET

5365.19'

STH 29  
(ROW VARIES)

POINT OF BEGINNING

WIRE FENCE

N 89°58'07" E

N 89°58'07" E

33.00'

S 89°58'07" W

50.0'

S 45°01'53" E

N 45°01'53" W

S 44°58'07" W

50.00'

THIS INSTRUMENT  
DRAFTED BY  
TODD G. MROCHEK

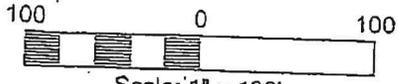
SW. 1/4 SE. 1/4

EXISTING POND

EDGE OF WATER  
(9-24-02)

BEARINGS REFERENCED TO THE N-S 1/4  
LINE OF SECTION 23-28N-8E  
ASSUMED TO BEAR N 00°17'11" W.

SOUTH 1/4 CORNER  
SECTION 23-28N-8E  
SURVEY MARKER (PIN) FOUND  
(POINT OF COMMENCEMENT)



Scale: 1" = 100'

1398567  
VILLAGE WESTON/MASHUDA  
REGISTER'S OFFICE  
MARATHON CO, WI  
RECEIVED FOR RECORDING  
JAN 07 2005 4:04 PM

REC'D IN VOL. \_\_\_\_\_ OF LIS PENDENS

*Michael J. Sydnor*  
REGISTER

*25.00 Chg  
Kelly, Weber*

**EXHIBIT B**

**12/20/2005 LETTER**

**FROM  
RICHARD WEBER**

**TO  
JOSEPH ABRUZZO**

PIETZ, VANDERWAAL, STACKER & ROTTIER, S.C.

ATTORNEYS AT LAW

530 JACKSON STREET

WAUSAU, WISCONSIN 54403-5589

TELEPHONE

(715) 845-9211

FAX

(715) 842-9317

COLIN D. PIETZ  
SHANE J. VANDERWAAL  
GREGORY J. STACKER  
STUART R. ROTTIER  
PETER C. GUNTHER  
ANNE E. MOORE

JOHN W. KELLEY  
RICHARD J. WEBER  
JERRY W. SLATER  
OF COUNSEL

E-MAIL  
pvsrlaw@pvsrlaw.com

December 20, 2005

Mr. Joseph Abruzzo  
Lichtsinn & Haensel, S.C.  
111 E. Wisconsin Avenue  
Suite 1800  
Milwaukee, WI 53202

Re: Weston/Mashuda



Dear Mr. Abruzzo:

The stance taken by your client, Clifford Mashuda, in this case is somewhat puzzling to the Village of Weston officials. When the Weston Village Administrator, Dean Zuleger, along with myself, met with Attorney Michael Bennett of your office in an effort to negotiate these issues, the full scope of the project along with the manner in which the project would be financed was discussed.

It was pointed out to Attorney Bennett that sewer and water mains were planned to be constructed to serve Mr. Mashuda's property, and a storm sewer to drain a relatively small area was planned along with the reconstruction of Zinser and PGA Streets. All of the costs and expenses associated with the project were to be paid for out of tax incremental financing funds which would have obviated the need to levy special assessments against the adjacent properties. Thus, under the plan, the Mashuda property would have received the benefit of these improvements paid for by general real estate taxes levied and assessed in the Village of Weston's large TIF District. The general real estate taxes levied and assessed against the Mashuda property would not have been reflective of the costs and expenses associated with these improvements.

Because of the long delay in the project which was occasioned by Mr. Mashuda's lawsuit, the TIF monies that were planned to go into this project are no longer available to pay the project costs. It also appears obvious to the Village officials that by discontinuing the present condemnation action and then initiating yet another condemnation which would include the 55 foot wide easement, but also the right to discharge surface waters into Mr. Mashuda's pit would only lead to additional litigation, delays and expense on the part of the Village.

Mr. Joseph Abruzzo  
December 20, 2005  
Page 2

Under the circumstances, I have recommended to the Village Board that it drop the condemnation action and pay Mr. Mashuda's demand for litigation expenses in the sum of \$30,176.90. Our Village engineers have advised us that it is feasible to construct a storm sewer to drain the area which would extend in the Zinser Street right-of-way along the entire westerly property line of the Mashuda property and down to Weston Avenue. Sanitary sewer and water mains to serve the Mashuda property would likewise follow the same route. The costs and expenses associated with the new plan, together with the street improvements, will unfortunately have to be levied as special assessments.

In my discussions with the Village Administrator, along with the Director of Public Works and the Village President, I have been authorized to advise you that a recommendation will be made to the Board to approve and finalize the issues with Mr. Mashuda on the basis outlined in this correspondence.

I will let you know as soon as we receive Board approval, at which point I will request a check from the Village for your client's fees and costs.

Very truly yours,



Richard J. Weber

RJW/gh

cc: Mr. Dean Zuleger  
Mr. Keith Donner  
Mr. Vilas Machmueller

**EXHIBIT C**

**E-MAIL FROM ZULEGER TO JACOBS  
RE: CHECK FOR LITIGATION EXPENSES  
JANUARY 9, 2006**

**Keith Donner**

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**From:** Dean Zuleger  
**Sent:** Monday, January 09, 2006 9:51 AM  
**To:** John Jacobs  
**Cc:** 'vrmach@aol.com'; Keith Donner  
**Subject:** TIF Payment for Unsuccessful Condemnation

Due to our failure to convince Judge Greg Huber on a condemnation case, Mr. Weber has instructed us to pay jointly:

Mr. Clifford Mashuda Jr.  
&  
Lichtsinn & Hensel, S.C.

A check for \$30,176.90 for attorney fees. This money should come from available TIF dollars. Please cut the check and mail it to Mr. Weber for his disposition of the case.

Thank you for your prompt attention,

Dean

**EXHIBIT D**

**DISCHARGE OF LIS PENDENS  
AUGUST 6, 2020**



EXHIBIT A – LEGAL DESCRIPTION:

A parcel of land being part of Lot 1 of Certified Survey Map 17438 located in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the South  $\frac{1}{4}$  corner of Section 23, thence N 33° 33' 36" E, 59.85 feet to the SW corner of Lot 1 CSM No. 17438 and the Easterly R/W of Zinser Street; thence N 0° 06' 04" E, 382.14 feet along the Easterly R/W of Zinser Street to the point of beginning of the parcel herein described; thence continuing N 0° 06' 04" E, 348.08 feet along the Easterly R/W of Zinser Street to the SW Corner of Lot 2 CSM No. 17438; thence S 89° 55' 55" E, 314.00 feet along the South line of Lot 2 to the Southeast corner thereof; thence N 0° 06' 04" E, 37.19 feet along the East line of Lot 2; thence S 89° 55' 55" E, 324.67 feet; thence S 0° 00' 00" E, 384.52 feet; thence N 90° 00' 00" W, 639.34 feet to the Easterly R/W of Zinser Street and the point of beginning of the parcel herein described.

Parcel Identification No. Part of 192-2808-234-0990

**DISCHARGE OF LIS PENDENS**

The undersigned, Village of Weston, pursuant to Wis. Stat. §32.05 Wis. Stats. recorded a certain Lis Pendens in the Office of the Register of Deeds for Marathon County, on January 7, 2005 as Document No. 1398567.

That the undersigned Village of Weston now hereby discharges and releases said Lis Pendens against the property described as:

SEE "EXHIBIT A" ATTACHED HERETO

Recording Area

Name and Return Address

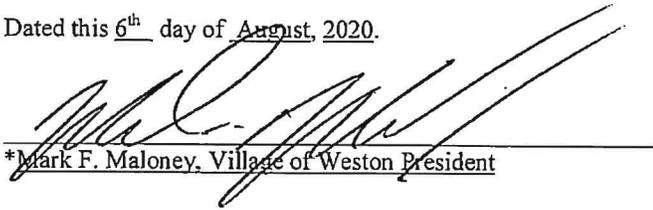
Village of Weston

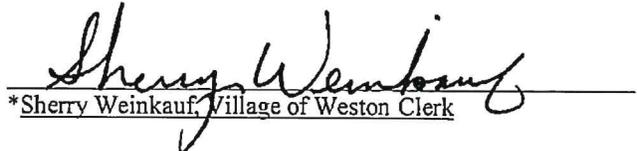
5500 Schofield Avenue

Weston, WI 54476

Part of 192-2808-234-0990  
Parcel Identification Number (PIN)

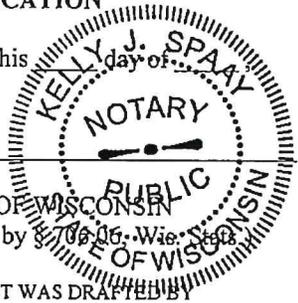
Dated this 6<sup>th</sup> day of August, 2020.

  
\*Mark F. Maloney, Village of Weston President

  
\*Sherry Weinkauff, Village of Weston Clerk

**AUTHENTICATION**

Signature(s) \_\_\_\_\_ authenticated this \_\_\_\_\_ day of \_\_\_\_\_



\*  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_ authorized by § 706.06, Wis. Stats.)

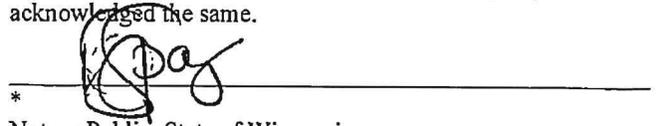
THIS INSTRUMENT WAS DRAFTED BY  
The Closing Company, LLC, as directed by Grantor

(Signatures may be authenticated or acknowledged. Both are not necessary.)

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
Marathon County ) ss.

Personally came before me this 6<sup>th</sup> day of August, 2020 the above named Mark F. Maloney and Sherry Weinkauff to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
\*  
Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: \_\_\_\_\_)

2.2.22

\*Names of persons signing in any capacity must be typed or printed below their signature

EXHIBIT A  
LEGAL DESCRIPTION:

A parcel of land being part of Lot 1 of Certified Survey Map 17438 located in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the South  $\frac{1}{4}$  corner of Section 23, thence N 33° 33' 36" E, 59.85 feet to the SW corner of Lot 1 CSM No. 17438 and the Easterly R/W of Zinser Street; thence N 0° 06' 04" E, 382.14 feet along the Easterly R/W of Zinser Street to the point of beginning of the parcel herein described; thence continuing N 0° 06' 04" E, 348.08 feet along the Easterly R/W of Zinser Street to the SW Corner of Lot 2 CSM No. 17438; thence S 89° 55' 55" E, 314.00 feet along the South line of Lot 2 to the Southeast corner thereof; thence N 0° 06' 04" E, 37.19 feet along the East line of Lot 2; thence S 89° 55' 55" E, 324.67 feet; thence S 0° 00' 00" E, 384.52 feet; thence N 90° 00' 00" W, 639.34 feet to the Easterly R/W of Zinser Street and the point of beginning of the parcel herein described.

Parcel Identification No. Part of 192-2808-234-0990



THE  
**CLOSING COMPANY**  
*Title and Escrow Services*



**CLOSING AFFIDAVIT AND AGREEMENT – OWNER**

Each undersigned, being the owner(s) (individually and collectively “Owner”) of the property (“Property”) covered by commitment number CC5439 (“Commitment”) issued by The Closing Company as agent for the underwriter shown on the Commitment (“Underwriter”), being first duly sworn, deposes, states and warrants, that:

1. **Commitment:** Except as shown on the Commitment, the Owner has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters attaching against the Owner or against the Property.
2. **Bankruptcy; Assignment to Creditors:** The Owner is not the subject of a pending bankruptcy or a pending assignment for the benefit of creditors.
3. **Gap:** The Owner has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters first appearing in the public records, and attaching against the Owner or against the Property, between the effective date of the Commitment and the date of recording of the deed and/or mortgage to be insured.
4. **Tax Proration:** Unless otherwise agreed to in the sales contract, real estate tax proration shown on the Closing Statement is a final settlement based on the net amount of prior year’s tax.
5. **Special Assessments:** There are no unpaid special assessments, including delinquent utilities, charges for water or sewer hookup or service, or other tax liens on the Property, except: None (if none, so state). Seller is responsible for any final water and/or utility bills through final occupancy date.
6. **Survey Matters and Adverse Possession:** That there is no encroachments of fences, buildings or other improvements to the property, onto any easement or onto adjoining property, and no encroachments of any fences, buildings or other improvements of adjoining premises onto the property and there are not any unrecorded easements, party walls, agreements or rights-of-way which affect the property except as shown on the survey prepared by, None dated \_\_\_\_\_.
7. **Construction work:** There has been no repair, remodeling or construction work done on the Property within the past six months except: None (if none, so state). If repair, remodeling or construction work has been done on the Property within the past six months, then each Owner affirms that all costs for labor and/or materials supplied in connection with the work has been paid except: \_\_\_\_\_ (if none, so state).
8. **Tenants:** There are no tenants, lessees and/or occupants who will stay on the Property after closing except: None (if none, so state).
9. **Association dues and assessments:** There are no association dues owed to the Owner’s condominium or homeowner’s association, except: None (if none, so state).
10. **Compliance Agreement:** The Company has prepared certain closing documents (“Documents”) in reliance upon information and materials obtained by the Company and/or supplied to the Company by others. The Owner understands and agrees that: (a) the Documents may contain errors, (b) the Company shall not be responsible or liable for the accuracy or completeness of the information contained in the Documents, (c) the Documents are accepted as true and correct by the Owner, and (d) if any of the Documents are lost, misplaced, misstated or inaccurately reflect the terms and conditions of the transaction contemplated by the parties to the subject transaction, the Owner agrees to promptly comply with the Company’s request to correct any such errors, including the execution of replacement or corrected closing documents and/or the deposit of additional funds with the Company which, for whatever reason, were not collected at

closing, or the return of funds to the Company which were disbursed in error to a party at closing. Seller(s) agrees to pay any additional sums required at a later date because of: (a) Delays outside Escrow Agent's control in delivering lien or loan payoffs, and/or adjustments made to verbal payoffs which Escrow Agent is relying on. (b) Adjustments to payoffs made as a result of the payee's final audit. Seller represents that payoff information for any "line of credit" or "home equity" loan is accurate and that Seller(s) have not and will not take any action which would increase the principal indebtedness of the loan.

- 11. **Legal Advice:** The Owner acknowledges that: (a) the Company has not provided legal advice to the Owner, and (b) the Owner has had an opportunity to seek appropriate legal counsel to assist with the review of the Documents.
- 12. **Indemnity:** The Owner understands that the Company, and its employees shall rely upon these statements and representations to issue the title insurance policies on the Commitment. The Owner agrees to indemnify and hold the Company, its employees and the Underwriter harmless from and against any and all loss or damage caused by the Owner's misrepresentations, inaccuracies and/or omissions in the above information, or the Owner's non-compliance with the compliance agreement set forth in this Agreement, plus any cost, expense or liability, including attorneys' fees, arising from the enforcement of this indemnification.

Dated: August 6, 2020

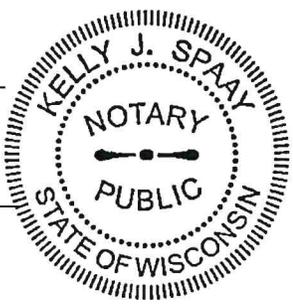
Village of Weston, a Municipal Corporation:  
[Signature]  
Mark F. Maloney, Village President

\* [Signature]  
Sherry Weinkauff, Village Clerk

Subscribed and sworn to before me this 6th day  
of August, 2020

[Signature]  
Notary Public, State of Wisconsin

My commission expires: 2-2-22



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