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**MEMORANDUM OF UNDERSTANDING:
Cooperation Agreement on Real Estate Acquisition and the Disposition of
Delinquent Property Tax Liabilities Pursuant To Section 75.365 of the
Wisconsin Statutes.**

This Agreement made and entered into this 29th day of March, 2016, by and between the COUNTY OF DANE, Wisconsin ("COUNTY") and the VILLAGE OF DEERFIELD, Wisconsin ("VILLAGE"), both municipal corporations (collectively "the Parties"):

WITNESSTH:

WHEREAS, the real property located at 40 West Nelson Street, Deerfield, Wisconsin, 53531, ("Property") has a parcel number of 117-0712-214-5672-1 and has the following legal description:

LOT ONE (1), CERTIFIED SURVEY MAP NO. 5483, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN, ON FEBRUARY 29, 1988, IN VOLUME 25 OF CERTIFIED SURVEY MAPS, PAGE 57, LOCATED IN THE VILLAGE OF DEERFIELD, DANE COUNTY, WISCONSIN, TOGETHER WITH A NONEXCLUSIVE EASEMENT AND RIGHT OF WAY AS SET OUT IN AN INSTRUMENT RECORDED JULY 14, 1986 IN VOLUME 8455, PAGE 72, AS DOCUMENT NO.1949463, AND AS DEPICTED ON CERTIFIED SURVEY MAP NO. 5483.

WHEREAS, the Property has levied against it unpaid real property taxes, special assessments, special charges, penalty and interest for Tax Years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, and 2015, and;

WHEREAS, the COUNTY has issued Tax Certificates for the Property for Tax Years 2004 through 2014, identified as Dane County Tax Certificate Numbers 929, 1068, 1027, 1273, 1491, 1468, 1336, 1344, 1060, 938, 878 respectively, and;

WHEREAS, the owner of record of the Property is Hilleque Creative Laminates Corporation, a Wisconsin Corporation that was administratively dissolved on May 13, 2009, and;

WHEREAS, the Property is vacant, blighted and possibly environmentally impaired and the parties desire to cooperate for the purposes of resolving the disposition of any unpaid real property taxes, eliminating its status as a blighted and environmentally impaired property, and;

WHEREAS, section 75.365 of the Wisconsin Statutes authorizes the Parties to enter into agreements and related contracts pursuant to the taking of tax deeds by the county, the liabilities of the county arising out of the taking of such tax deeds and the disposition of such liabilities; the sale of the lands upon which such tax deeds are so taken, and the sale of any such lands to the local municipality.

NOW THEREFORE, in consideration for the sum of Forty-six Thousand Seven Hundred Nineteen and 49/100 Dollars (\$46,719.49) ("Purchase Price") and other good and valuable consideration, the receipt which is acknowledged, and the mutual obligations of the parties in the premises, the COUNTY agrees to convey the Property to the VILLAGE and the VILLAGE agrees to accept conveyance of the Property from the COUNTY upon the following terms and conditions:

1. Upon execution of this Agreement, the COUNTY shall execute a Tax Deed as soon as practicable after such time that the COUNTY is authorized to pursuant to Chapters 74 and 75 of the Wisconsin Statutes.
2. Conveyance of the Property shall be by quit claim deed, free and clear of all liens and encumbrances, except as authorized pursuant to section 75.14(4) of the Wisconsin Statutes.
3. Conveyance of the Property shall be in an "as-is" condition, "where-is" and "with all faults."
4. Conveyance of the Property shall be closed at the office of the Dane County Executive, as soon as practicable after the Tax Deed is executed, or at such other time and place as may be agreed in writing by the parties. Payment of Purchase Price in full by the VILLAGE shall occur on the date of closing.
5. Legal possession and occupancy of the Property shall be delivered to the VILLAGE on the date of closing.
6. It is agreed that upon receipt of aforesaid consideration, all unpaid property taxes, special assessments, and special charges incurred against the Property for the tax years 2004 to 2015 are considered uncollectible and the COUNTY waives any rights to collection against the VILLAGE. The VILLAGE accepts financial responsibility for the taxes for the year of closing up to the date of closing.
7. Environmental Contingencies:
 - a. The parties recognize that due to the past occupancy of the Property, there may exist conditions with respect to soils and groundwater on-site, including, but not limited to the presence of environmentally regulated pollutants, contaminants and hazardous or toxic materials that require investigation and, in some cases, remedial action and may result in claims, demands and liabilities to the owner of the property to third parties, including, without limitation, government entities. Therefore, the parties agree that the VILLAGE shall take complete responsibility for any environmental remediation.
 - b. The COUNTY may, at its discretion, allow the VILLAGE, or its agents or designees, to enter onto the premises of the Property, pursuant to section

75.377 of the Wisconsin Statutes, for the purposes of determining the nature and extent of environmental pollution. In the event that the VILLAGE contracts or otherwise makes agreement with a third-party to conduct such a determination, the COUNTY shall be a third-party beneficiary to such an agreement. Prior to entry onto the premises, the VILLAGE shall furnish to the COUNTY a copy of any contract or agreement between a third-party and the VILLAGE to conduct such a determination.

- c. The results of any testing, evaluations, estimates, calculations, appraisals, or any other assessments conducted after the date of execution of this agreement shall not affect, alter, modify or change, any of the provisions of this agreement, in whole or in part, unless agreed to by both the COUNTY and the VILLAGE, made in writing, and signed by the parties hereto.

8. Waiver and Indemnification

- a. The VILLAGE waives, releases, acquits, holds harmless, indemnifies, and forever discharges the COUNTY, its officers, employees and agents of and from any causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs (including but not limited to the cost of remediation), liabilities, interests, attorney's fees, expenses of whatever kind and nature, in law or in equity, known or unknown, arising out of or in connection with the physical condition of the Property.
- b. The VILLAGE agrees to indemnify, hold harmless and defend the COUNTY, its officers, employees and agents against any and all claims, liabilities, losses, charges, damages, costs or expenses which COUNTY, its officers, employees, or agents may sustain, incur or be required to pay by operation of this Agreement, concerning or in connection with the validity of the Tax Deed, that are brought, filed, or otherwise pursued in anyway by Zanders Creamery, Inc., its officers, employees or agents.
- c. The obligations of the VILLAGE under this paragraph shall survive the expiration or termination of this Agreement.

9. The parties agree to act in good faith and with diligence to conclude the transaction contemplated herein and to that end shall, without cost of expense to the other party, prepare, execute and deliver to or cause to be prepared, executed and delivered to the other party, such other and further instruments of transfer and conveyance as may be reasonably requested, and take such other action as the party may reasonably require to carry out more effectively their respective obligations under this Agreement.

10. Time is of the essence in the execution of all duties and obligations under this Agreement.

11. This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement, in whole, or in part, unless such agreement hereafter made is in writing and signed by the parties hereto.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and delivered as of the date first above written.

COUNTY OF DANE

BY: Joseph T. Parisi
Joe Parisi, Dane County Executive

ATTEST: _____
Scott McDonnell, Dane County Clerk

VILLAGE OF DEERFIELD

BY: Gregory A. Hutz

ATTEST: Elizabeth J. McCredie