Agreement to Exchange Real Estate

THIS AGREEMENT entered into on the ____ day of January, 2012 by and between, Juneau County, Wisconsin or its assignee(s), hereinafter referred to as "the County", and the City of Mauston, Wisconsin or its assignee(s), hereinafter referred to as "the City."

PROPERTY EXCHANGED: In consideration of the mutual promises herein contained, the County agrees to exchange property owned by it, and the City agrees to exchange property owned by it, in accordance with the terms and conditions of this Agreement, said properties being the following described Real Property, situated in the City of Mauston, County of Juneau, State of Wisconsin:

Parcel One, owned by the County: A parcel of land, to be described more particularly when surveyed, lying west of Colfax Street in the City of Mauston: commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 1, Town 15 North, Range 3 East, thence South approximately 70 rods; thence West approximately 175 rods; thence Northeast approximately 85 rods; thence East approximately 120 rods to the point of beginning; containing approximately 1.39 acres, more or less.

Parcel Two, owned by the County: Lot 10 of Juneau County Certified Survey Map No. 2031, recorded in Volume 7 of CSM, Page 216, as Document No. 335765, being located in part of the N ½ of the NE ¼ of Section 7, T 15 N, R 4 E, in the City of Mauston, Juneau County, Wisconsin, bearing Tax Parcel No. 29251CMA1652.20 (shown on Attachment 1 hereto, consisting of two pages).

Parcel Three, owned by the County: Lot 22 of Juneau County Certified Survey Map No. 2599, recorded in Volume 10 of CSM, Page 117, as Document No. 364286, being located in part of the N ½ of the NE ¼ of Section 7, T 15 N, R 4 E, in the City of Mauston, Juneau County, Wisconsin, bearing Tax Parcel No. 29251CMA1652.10 (shown on Attachment 2 hereto, consisting of three pages).

Parcel Four, owned by the City: The western one-half of Block 7 of Maugh's Addition, consisting of Lots 1, 2, 3, 4, 13, 14, 15, and 16 in Maugh's Addition to all of Block 7, in the City of Mauston, Juneau County, Wisconsin, containing approximately 0.5 acres, more or less.

Together with all the improvements thereon, and all privileges, appurtenances, and easements thereto, if any.

- PRICE AND TERMS: For the property it would receive in the exchange (Parcel Four, owned by the City), the County hereby agrees to pay the sum of One Dollar (\$1.00). For the property it would receive in the exchange (Parcels One, Two, and Three, owned by the County), the City hereby agrees to pay the sum of One Dollar (\$1.00).
- **EVIDENCE OF TITLE**: in the form of a title search and owner's policy of title insurance, will be furnished by the County and the City, respectively, and shall be subject to the approval of the other party.
- **INSPECTION**: The parties agree to give each other, and/or their agent(s), access to their respective properties prior to closing to inspect the entire premises.
- CONVEYANCE AND CLOSING: Closing shall be at a date and time mutually agreed upon by the parties. The exchange shall be by warranty deeds.
- **CONDITION OF IMPROVEMENTS**: The parties agree that on Possession, the Real Estate shall be in the same condition as it is on the date of this Agreement, except for ordinary wear and tear.
- SOLE CONTRACT: The parties agree that this Agreement to Exchange Real Estate constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Contract shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. The terms and conditions of this Contract are to apply to and bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. All provisions of this contract shall survive the closing.
- EXPIRATION: This offer by the County to the City for an Agreement to Exchange Real Estate shall expire unless a copy hereof with the City's written acceptance is delivered to the County or its Agent on or before January 15, 2012 at 11:59 p.m.
- **APPROVAL**: The undersigned Juneau County has read, fully understands and approves the foregoing offer and acknowledges possession of a signed copy.

JUNEAU COUNTY,	, WISCONSIN
Ву:	

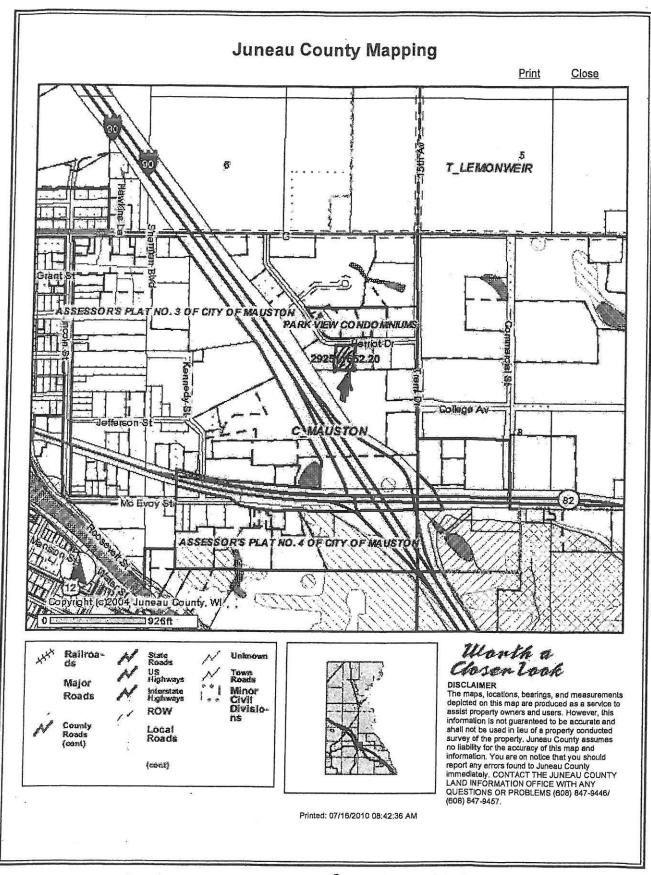
County Board Chairperson

ACCEPTANCE

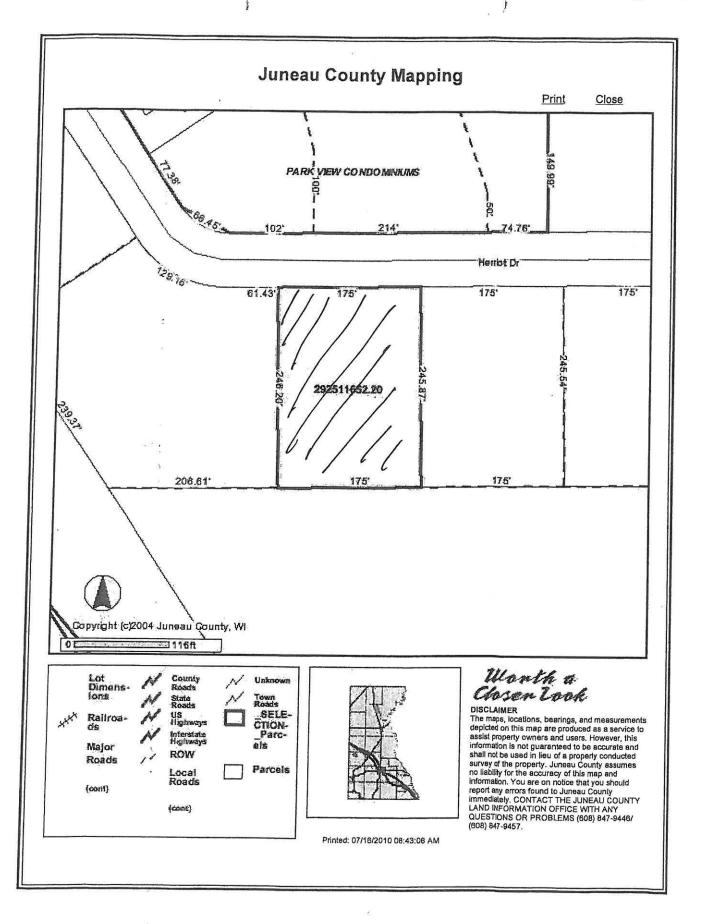
The undersigned City of Mauston has read, fully understands and verifies the above information as being correct and accepts the foregoing offer; agreeing to exchange the herein described property on the terms and conditions herein specified and acknowledges receipt of a signed copy.

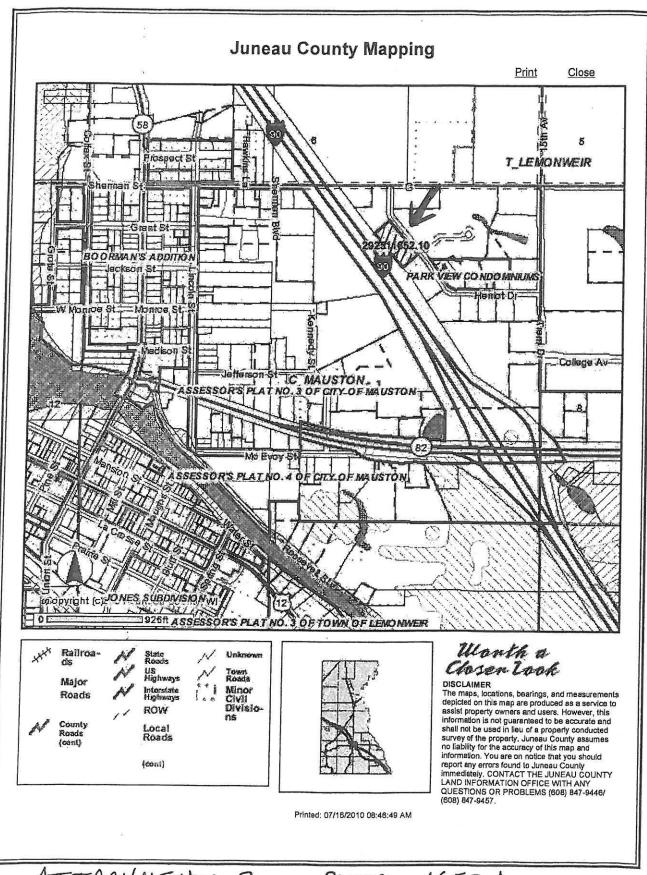
CITY OF MAUSTON, WISCONSIN By:

Brian McGuire Mayor

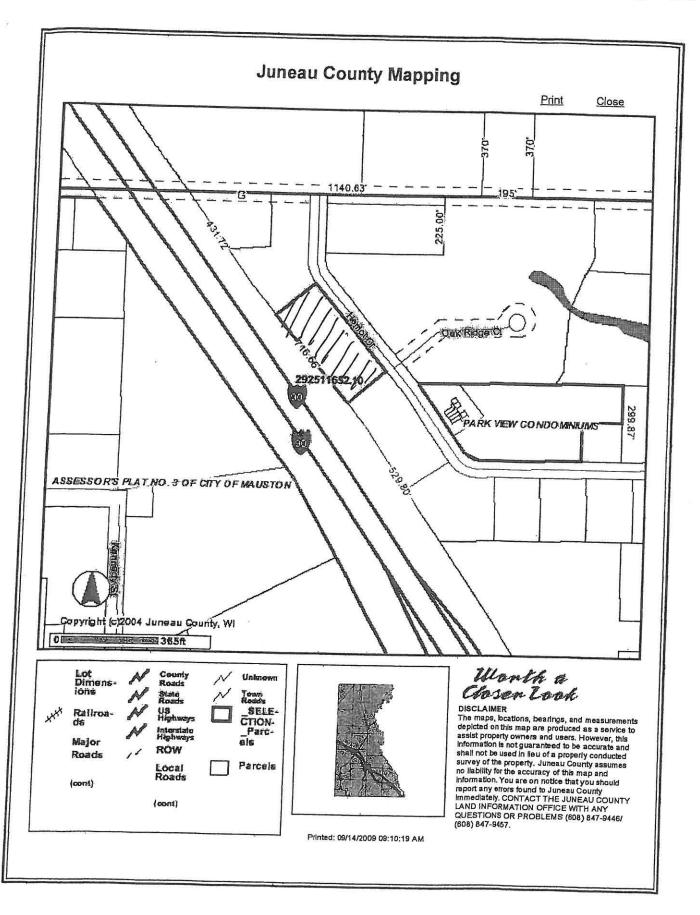


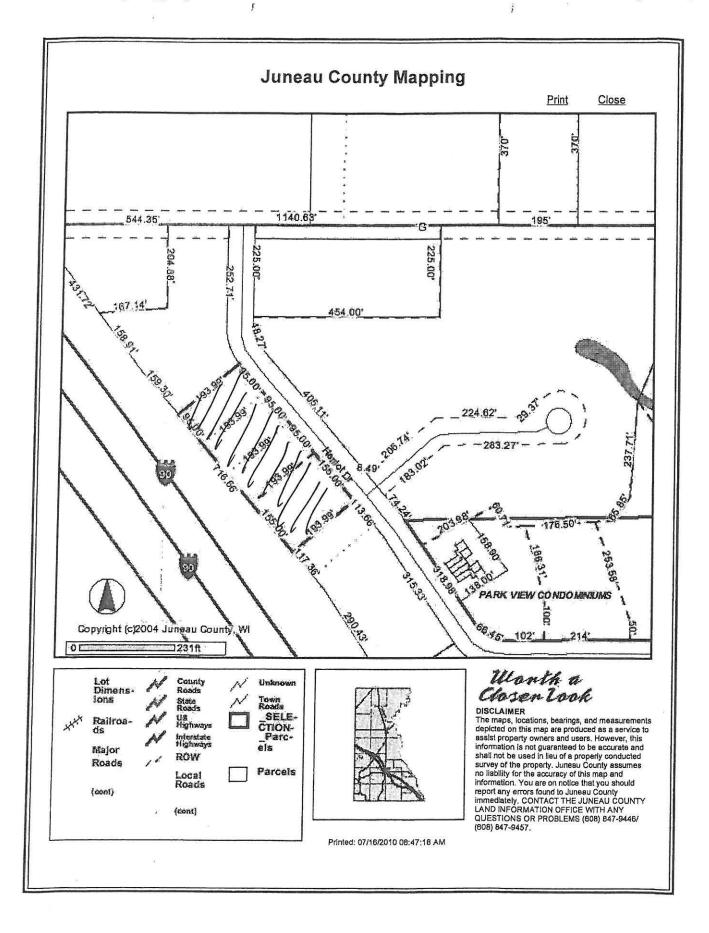
ATTACHMENT 1 - PARCEL 1652.2 (2 Pages)





ATTACHMENT 2 - PARCEL 1652.1 (3 pages)





Juneau County Board of Supervisors

Courthouse, 220 East State Street Mauston, Wisconsin 53948



RESOLUTION #12 - 04

DATE: JANUARY 10, 2012

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 29004 TCL 101 and 102

INTENT: LAND SALE TO KRUPA OF TAX DELINQUENT PROPERTY

SYNOPSIS: SALE IN TOWN OF CLEARFIELD

FISCAL NOTE: Income of \$1,200.00

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

½ Acre in the Northeast Corner of the NE ¼ NE ¼ of Section 1, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin.

1 acre in the Northeast corner of the NE ¼ NE ¼ of Section 1, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, EXCEPT a ½ acre parcel in the Northeast Corner of the NE ¼ NE ¼ of Section 1, Township 17 North, Range 3 East as retained in Volume 57 of Deeds, Page 62.

WHEREAS, said real estate was taken by property tax foreclosure in 2011; and

WHEREAS, said real estate was advertised for sale with a minimum bid of \$3,800.00 and a bid of \$1,200.00 was received from Charles Krupa, 104 W. Kingsbury Drive, Necedah, WI.

WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property to Krupa in the best interests of the County;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Charles Krupa and (2) authorize Juneau County Board Chairman Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON JANUARY 10, 2012.

LANDS/FORESTRY, PARKS AND ZONING (COMMITTEE:
Leves Jules	Soul Wall
Jerry Niles, Chairperson	Edmund Wafle
Dania Comolo	margaret Marchetti
David Arnold	Margaret Marchetti
Bull Carren	J. Commission of the commissio

Adopted by the County Board of Supervisors of Juneau County on January 10, 2012.

Beverly Larson

Kathleen C. Kobylski, Juneau County Olerk

SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction:

Sale of Tax Foreclosed Land

Parcel No.:

29004 TCL 101 and 102

Location:

Town of Clearfield

Size:

1/2 Acre and 1 Acre

Minimum Bid Set:

\$3,800.00

Highest Bid Received:

\$1,200.00

Highest Bid Accepted From:

Charles Krupa

104 W. Kingsbury Drive

Necedah, WI 54646

In REM Foreclosure Data:

- Year Taken-

2011

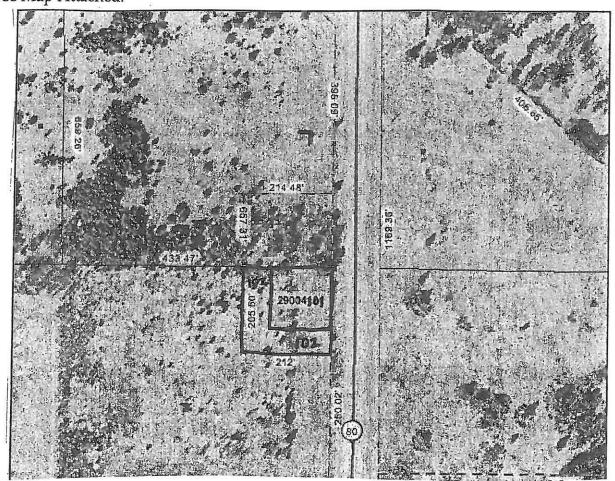
- Taken From-

Christeene Fredricksen and William J. & Millie Ganther

- Total Unpaid Taxes-

\$231.10 and \$231.10

See Map Attached:



RESOLUTION NO. 12-04

Date: January 10, 2012