

AGREEMENT

This Agreement is entered into by and between the following parties: the County of Lincoln, Wisconsin (hereinafter "the County"), the City of Tomahawk, Wisconsin (hereinafter "the City") and David and Susan B. Stefanich (hereinafter collectively referred to as "Stefanich").

The property subject to this Agreement (hereinafter "the subject property") is located at 114 W. Washington Avenue, Tomahawk, Wisconsin, and is currently owned by the County which acquired the property pursuant to the statutory tax deed process in Wisconsin. The property was formerly owned by David and Susan B. Stefanich.

The parties to this Agreement (the County, the City and Stefanich) hereby agree as follows:

1. On December 22, 2022, the County properly recorded a tax deed for the subject property after acquiring ownership of the subject property through the statutory tax deed process.
2. On January 17, 2023, a letter from the County Treasurer regarding the acquisition and sale of property – potential proceeds together with a 30-day Notice to Vacate and Surrender Premises to Lincoln County was mailed by first class mail and certified mail to Stefanich. A copy of the 30-day Notice was also hand-delivered to the subject property, accepted by Tim Stefanich, on January 23, 2023.
3. Thereafter, the City indicated a desire to purchase the subject property. It has been represented to the County that the City intends to purchase the subject property and sell the subject property back to the former owner(s), Stefanich.
4. The City will pay to the County a total of Sixteen Thousand Five Hundred Seventy Dollars and Thirty-Seven cents (\$16,570.37), which will be paid as follows: To the Lincoln County Treasurer, Fifteen Thousand Nine Hundred Ten Dollars and Thirty-Seven cents (\$15,910.37) for past due real property taxes, interest and penalties, which *includes* six hundred dollars (\$600.00) for the tax deed notices in 2015, 2017, 2018 and 2019; To the Lincoln County Clerk, Sixty Dollars (\$60.00) to cover the cost of the recording fees (\$30 for the December recording into the County's name and \$30 for the recording of the subject property into the City's name).
5. The City will sell the subject property to Stefanich for the total price of Thirty-Five Thousand Seven Hundred Eighty-Two Dollars and Eighty cents (\$35,782.80)(hereinafter "the sales price"). After issuing the check(s) to the County referenced in Paragraph 4 of this Agreement, the City will retain the balance of the sales price of Nineteen Thousand Two Hundred Twelve Dollars and Forty-Three cents (\$19,212.43): Eighteen Thousand Nine Hundred Two Dollars and Seventy-One cents (\$18,902.71) will be applied for back specials owed to the City; Thirty Dollars (\$30.00) for the recording fee to record the deed of the subject property into Stefanich's name; and Two Hundred Seventy-Nine Dollars and Seventy-Two cents (\$279.72) for outstanding utility bills.
6. The parties agree and affirm that for purposes of this sale of the subject property, the County has met all obligations under Wis. Stat. Chapter 75 regarding the acquisition and sale of the subject property, including that the sale price represents fair value for the property.
7. Stefanich agrees and affirms that the County has met its statutory obligation of Notice of Proceeds under Wis. Stat. §75.36(2m).
8. Stefanich further agrees and affirms that given the circumstances of this Agreement, Stefanich hereby expressly waives any and all right to distribution and/or receipt of any net proceeds as described in Wis. Stat. §75.36(3)(c), as there are no such proceeds after application of the

proceeds of the sales price to the County and the City as provided for in Paragraphs 4 and 5 of this Agreement.

9. The City hereby agrees to indemnify and hold the County harmless from any and all actions, known and unknown, anticipated or unanticipated, which in any way relates to the taking of the subject property by tax deed and the rights of the former owners, Stefanich, related to the acquisition and sale of the subject property in accordance with the terms of this Agreement. The City agrees that in the event Stefanich brings any action against the County related to the acquisition and sale of the subject property, that so long as the County has sold the subject property to the City in accordance with the terms of this Agreement, that the City will hold the County harmless and indemnify the County from any and all actions brought against the County by Stefanich, their heirs, successors and/or assigns, or anyone acting on behalf of Stefanich and/or their heirs, successors and/or assigns, including payment of reasonable defense costs, including attorney fees, incurred by the County in such action.
10. The parties acknowledge that the City undertakes this Agreement to enable Stefanich to remain in the subject property that is the Stefanich homestead and avoid eviction therefrom by the County as is lawfully allowed as a result of acquisition of the subject property by tax deed. Stefanich knows and understands that they have certain rights under Wis. Stat. Chapter 75 regarding the right to fair value sale of the subject property and the distribution and receipt of the proceeds of any such sale as described in paragraphs 6, 7 and 8 of this Agreement. As consideration for the City's performance under this Agreement, and with full informed understanding of their rights under Wis. Stats. Chapter 75, Stefanich agrees to waive, on behalf of themselves, their heirs and assigns any rights they may have under Wis. Stat. 75, which in any way relates to the City and County's performance under this Agreement. Further if any such action is brought on by or on behalf of Stefanich that results in monetary damages against the City or County, Stefanich agrees to save and hold the City harmless for any such damages and for the cost of the City or County's defense, including all costs and actual attorney's fees.
11. If any provision of this agreement is deemed illegal or otherwise unenforceable by a court of law, the remainder of any such provision and this agreement shall remain in full force and effect.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. I HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. I UNDERSTAND THE TERMS OF THE AGREEMENT ARE LEGALLY BINDING AND I AGREE TO BE BOUND BY SUCH TERMS.

FOR LINCOLN COUNTY:

Dated: _____

By: _____
Christopher J. Marlowe, County Clerk

Dated: _____


By: _____
Don Friske, County Board Chair

FOR THE CITY OF TOMAHAWK:

Dated: February 13, 2023

By: 
Amanda L. Bartz, Clerk/Treasurer

Dated: 02/13/2013


By: 
Steven E. Taskay, Mayor

FOR STEFANICH:

Dated: 2/14/2023

By: 
David Stefanich, former owner

Dated: 2/14/2023

By: 
Susan B. Stefanich, former owner