

FORBEARANCE AGREEMENT

This Agreement is made by and between the Village of Harrison (herein the “Village”), Lawrence Kauer, and Carol Kauer. Lawrence Kauer and Carol Kauer are referred to herein collectively as “Owners”.

WHEREAS, Lawrence Kauer and Carol Kauer are the owners of the real property located at N9097 State Highway 55, Kaukauna, WI 54130, which is located in the Village of Harrison (herein the “Property”), whose legal description is:

Real property in the Village of Harrison, County of Calumet, State of Wisconsin, and is described as follows:

APN: 131-0000-0000000-000-0-201812-00-410A/ Location ID: 39254

The Northeast 1/4 of the Southeast 1/4 of Section Twelve (12), Township Twenty (20) North, Range Eighteen (18) East, Village of Harrison, Calumet County, Wisconsin. Reserving any lands for roadway purposes.

AND

A certain piece of land 6 rods wide, running East and West the whole length of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 on the South side of the highway, all in Section Twelve (12), Township Twenty (20) North, Range Eighteen (18) East, Village of Harrison, Calumet County, Wisconsin. Reserving any lands used for roadway purposes.

LESS any land conveyed to Department of Transportation in Jacket 2482, Image 2 as Document No. 234028.; and

WHEREAS, the Building Inspector for the Village inspected the Property on September 16, 2025, and found that the building located on the Property on the corner of HWY 55 and Manitowoc Rd (herein the “Building”) is dangerous, unsafe, unsanitary, unfit for human habitation, and unreasonable to repair in accordance with Section 66.0413 Wisconsin Statutes; and

WHEREAS, the Building Inspector further found that the costs to repair the Building would exceed 50% of the assessed value of the Building divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for the Village; and

WHEREAS, the Building Inspector issued a Raze Order (the “Order”) to each of the Owners, a true and accurate copy of which is attached hereto as **EXHIBIT A**, ordering that the owners either make the Building safe and sanitary, or raze the Building within 30 days of service of the Order; and

WHEREAS, the Order was served on each of the Owners on September 19, 2025, in the same manner as a summons is served in circuit court in accordance with Section 66.0413(1)(d); and

WHEREAS, in accordance with Section 66.0413(1)(br)1. Wisconsin Statutes, the Building Inspector posted a placard on the Building containing the following notice: "This Building May Not Be Used For Human Habitation, Occupancy or Use"; and

WHEREAS, there are no holders of an encumbrance of record who would be required to be served with the Order under Section 66.0413(1)(d); and

WHEREAS, the Owners have failed or otherwise refuse to comply with the Order within the time prescribed.

NOW THEREFORE, the parties agree as follows:

1. **Validity of Raze Order.** The parties agree that the Village has complied with the relevant procedures under Section 66.0413 such that the Village has obtained statutory authority to cause the razing of the building identified in the Order. Specifically, the parties agree that the building inspector or other designated officer selected by the Village may proceed to raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located if unfit for human habitation, occupancy or use. The cost of razing or securing the building may be charged in full or in part against the real estate upon which the building is located, and if that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special charge, but may not be assessed and collected as a special tax.
2. **Forbearance.** The Village agrees to forbear from bringing legal action based upon the Owners' failure to comply with the Order and further agrees to forbear from taking action to cause the razing of the Building, provided that the Owners remain in compliance with the terms of this Agreement.
3. **Conditions of Forbearance.** The Village's agreement to forbear from taking legal action or causing the razing of the Building is conditioned upon the Owners' compliance with the terms outlined in the attached **EXHIBIT B**, which is made a part of this Agreement.
4. **Razing of Structure.** If at any point the Owners decide they cannot comply with the rehabilitation requirements outlined in **EXHIBIT B**, if the Village does not approve the rehabilitation plans, or if the Owners elect to raze the Building instead of rehabilitating it, the following conditions shall apply:
 - a. **Raze Permit:** The Owners must obtain a raze permit from the Village.

- b. Hazardous Materials: Any hazardous materials present in the structure must be removed, remediated, and disposed of in accordance with local, state, and federal laws.
- c. Demolition and Site Remediation: The entire Building must be completely razed by a licensed demolition contractor on or before March 15, 2025. The site must be remediated to level ground by said date.
- d. Payment of Contractors: The Owners shall ensure that all contractors involved in the razing process are paid by the applicable deadlines.

5. **Default and Remedies.** Failure to comply with any of the conditions set forth in this Agreement shall constitute a default, and the Village reserves the right to terminate this Agreement and proceed with legal action or the razing of the Building as authorized under Section 66.0413 Wisconsin Statutes.

6. **Reservation of Rights.** The Village's agreement to forbear from taking legal action or causing the razing of the Building shall not be construed as a waiver of any statutory rights or remedies available to the Village under Section 66.0413 Wisconsin Statutes or any other applicable laws. The Village expressly reserves all rights to enforce its statutory authority, including but not limited to the right to proceed with the razing of the Building or other legal actions, should the Owners fail to comply with the terms and conditions of this Agreement or as otherwise permitted by law.

7. **Amendment.** This Agreement may only be amended by mutual agreement of the parties in writing signed by all parties affected by the amendment.

8. **Complete Agreement.** This constitutes the complete agreement between the parties and there have been no other oral or written representations, warranties, or agreements upon which any party hereto has relied.

9. **Parties Bound.** This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

10. **Signatures.** Fax or email copies of this document, and copies of signatures transmitted by fax or email, and counterpart signature pages of this document shall be deemed as binding and valid as originals.

[signature page follows]

THE VILLAGE OF HARRISON

Dated: _____

BY: _____

Scott Handschke, Village President

Meghan Winkler, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this ____ day of _____, 2025, the above named Scott Handschke, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires: _____.

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this ____ day of _____, 2025, the above named Meghan Winkler, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires: _____.

EXHIBIT A

ORDER TO RAZE BUILDING

**N9097 State Highway 55
Kaukauna, Wisconsin
Tax Parcel 39254
("Property")**

TO: Lawrence Kauer and
Carol Kauer, Owners
W4958 HWY 10
Kaukauna, WI 54130

1. The undersigned Building Inspector for the Village of Harrison inspected the above Property on the 16 day of September, 2025.
2. The Building Inspector finds from this inspection that this building is so dilapidated and out of repair that it is dangerous, unsafe, unsanitary, unfit for human habitation, and unreasonable to repair in accordance with § 66.0413 Wisconsin Statutes.
3. The Building Inspector further finds that the cost of repairs of this building would exceed 50% of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for the Village of Harrison.
4. The legal description of the Property is attached hereto as **Exhibit A**.
5. Based upon the above inspection and findings the Building Inspector makes the following Order to the owners named above.

ORDER TO RAZE THE BUILDING

The above-named owners are hereby ordered to either make the building safe and sanitary, or raze the building within thirty (30) days of service of this Order and restore the site to a dust free and erosion free condition as the term "Raze a Building" is defined in § 66.0413(1)(a)2 Wis. Stats. If you fail or refuse to comply with this Order within thirty (30) days of the service the Building Inspector will proceed to raze this building through any available public agency or by contract or arrangement with private persons. The cost of razing this building will be charged in full against the real estate upon which this building is located as a special charge under § 66.0413(1)(a)2 which will constitute a lien on the real estate collectible as a special charge under § 66.0627 Wis. Stats., and as otherwise authorized by Wisconsin law.

Dated this 16 day of September, 2025.

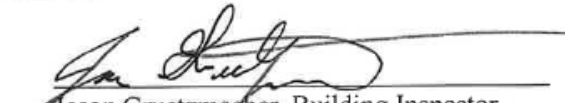

Jason Gruetzmacher, Building Inspector
Village of Harrison

EXHIBIT B

CONDITIONS OF FORBEARANCE

- a. Submission of Renovation Plans and Cost Estimates: By no later than January 2, 2026, the Owners shall provide to the Village detailed cost estimates and plans to renovate the structure. These plans and estimates are subject to the Village's review and approval, in the Village's absolute discretion.
- b. Execution of Contracts: By no later than February 15, 2026, the Owners shall deliver executed contracts from the selected contractors to rehabilitate the structure. All contractors must be licensed, and the contracts are subject to the Village's review and approval, in the Village's absolute discretion.
- c. Building Permits: At the time the executed contracts are delivered to the Village, the Owners shall apply for and pay for all required building permits necessary for the rehabilitation of the structure.
- d. Completion of Work: All work outlined in the approved plans must be completed in accordance with industry standards and applicable codes on or before December 31, 2026.
- e. Payment of Contractors: The Owners shall ensure that all contractors are paid by the applicable deadlines as set forth in the executed contracts.