

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Community Development Authority of the City of Whitewater, a body politic of the City of Whitewater, Wisconsin, a municipal corporation ("Grantor," whether one or more), and Whitewater Alpha Real Estate, LLC, a Wisconsin limited liability company ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Walworth County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):
Lot 2 of Certified Survey Map No. 3236 according to the recorded plat thereof, recorded in Vol. 18 of CS on page 71 as Document No. 446556 located in the SE 1/4 of Section 3, T4N, R15E, City of Whitewater, Walworth County, Wisconsin.

Recording Area

Name and Return Address

Whitewater Alpha Real Estate, LLC
811 Robert Street
Ft. Atkinson, WI 53538

A323600002

Parcel Identification Number (PIN)

*This conveyance is exempt from transfer fee pursuant to §75.25(2)

This is not homestead property.
 (is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the Vacant Land Disclosure Report, general taxes levied in the year of closing, and rights of the public in presently existing highways, roads, streets, or alleys.

Dated July 16, 2024
 Community Development Authority of the City of Whitewater, Wisconsin

* By: Greg Majkrzak, Chairperson (SEAL) * (SEAL)

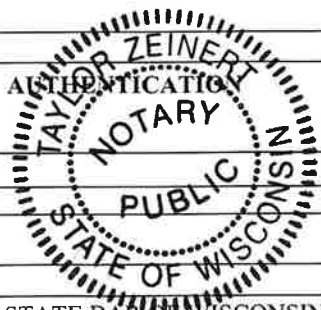
* (SEAL) * (SEAL)

Signature(s) _____
 authenticated on _____

*
 TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Rick Manthe
Stafford Rosenbaum LLP

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)
) ss.
WALWORTH COUNTY)

Personally came before me on July 16, 2024,
 the above-named Greg Majkrzak, Chairman

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Taylor Zeinert
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: 09/28/2025)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.**WARRANTY DEED****STATE BAR OF WISCONSIN****FORM No. 1-2003**

*Type name below signatures.



CHICAGO TITLE INSURANCE COMPANY

MORTGAGE AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF WALWORTH

Order No.: WA-23095
Property: Lot 2 CSM 3236
Whitewater, WI 53190

There is currently no mortgage loan for the above referenced property. The property is free and clear.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16 day of July, 2024

OWNER(S):

Community Development Authority of the City of Whitewater, Wisconsin

BY: [Signature]
Greg Majkrzak, Chairperson

Subscribed and sworn to before me this 16th of July, 2024.

[Signature]
Notary Public
WALWORTH County, Wisconsin

My commission (expires) ~~(is)~~ 09-28-2025



**AFFIDAVIT AS TO BROKER LIEN RIGHTS**

The undersigned, being duly sworn, deposes and says:

That I am the owner or purchaser (the Owner) of property further described in commitment to insure number WA-23095 (the Property) issued by Chicago Title Insurance Company (the Company), or partner, officer or member of the Owner with authority to make the representations below.

(Complete one)

- ☐ No real estate broker is or will be entitled to a commission from Owner under a listing contract or buyer agency contract having to do with the purchase or sale of the Property, and there is no contract for the lease or management of the Property under which a commission is presently owed.
- ☒ The following is an accurate and complete list of all real estate brokers who are or will be entitled to a commission from the undersigned Owner under a listing contract or buyer agency contract having to do with the purchase or sale of the Property, and/or with whom the Owner has a contract for the lease or management of the Property.

Listing Agent/Broker:

Name: Anderson Commercial Group, LLC
 Address: 5000 S. Towne Drive, Suite 100, New Berlin, WI 53151
 Telephone No.:

Amount of commission owed or to be owed: \$3,000.00

Selling Agent/Broker:

Name: _____
 Address: _____
 Telephone No.: _____

Amount of commission owed or to be owed: \$ _____

Attached hereto is a waiver of lien rights from each broker listed above, or a copy of the closing statement showing that each broker will be paid at closing.

This affidavit is given to induce the Company to issue its policy or policies of title insurance. The undersigned indemnifies Chicago Title Insurance Company against any loss caused by the existence of any inaccuracies or omissions in the above information known to the undersigned and not disclosed to the Company, plus any cost of the enforcement of this indemnification.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16th day of JULY, 2024.

SELLER(S):

Community Development Authority of the City of Whitewater, Wisconsin

BY: [Signature]

Greg Majkrzak, Chairperson

Subscribed and sworn to before me this 16th of July, 2024

[Signature]
 Notary Public

WALWORTH County, Wisconsin

My commission (expires) (~~is~~) 09-28-2025





CHICAGO TITLE INSURANCE COMPANY

OWNER'S AFFIDAVIT AS TO LIENS AND POSSESSION AND GAP INDEMNITY

STATE OF WISCONSIN

Commitment No.: WA-23095

COUNTY OF WALWORTH

The undersigned is the owner of the real estate which is described in the above referenced Commitment (hereinafter called "the Land") and certifies as follows:

1. There are 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 Land, except (describe or write NONE) NONE.

2. There are no unrecorded easements, party walls, agreements, or rights-of-way which affect the Land, except (describe or write NONE) NONE.

3. Check one (1) box

☒ During the last six (6) months, no work has been done and no materials have been furnished in connection with the improvement of said Land. That there are no uncompleted buildings, structures or other improvements situated thereon.

Or

☐ During the last six (6) months work has been done and materials furnished in order to make improvements to the property; but except that as stated herein, all of said work and materials have been fully paid for and there are no claims or disputes in existence with references thereto, that no notice of intent to lien has been given, and that waivers of lien from all appropriate parties are attached hereto.

Type of Work	Contractor Name	Dollar Amount of Work	Date of Work

4. That owner is in sole possession of the Land and no other party has possession or has right of possession under any lease or other agreement, written, or oral, except (describe or write NONE) NONE

5. That there are no rights or claims of others to travel, by ground or air, across the Land to reach a location or for another specified purpose, other than those shown on Schedule B in the above referenced commitment and except (describe or write NONE) NONE

**OWNER'S AFFIDAVIT AS TO LIENS AND
POSSESSION AND GAP INDEMNITY**
(continued)

6. That since the Commitment Date referenced above, I/we have not filed bankruptcy, received notice of any pending action(s), conveyed or encumbered the Land or is currently a party to any action that could result in the filing of any judgment or lien against the property and I/we are not aware of any defects, liens, encumbrances, adverse claims or other matters, created, suffered, assumed or agreed to by the undersigned. (Gap Defect(s)) except (describe or write NONE) NONE

I agree to protect, defend and indemnify Chicago Title Insurance Company against loss or damage caused by inaccuracies or omissions in the above information and to forever protect, defend and save Chicago Title Insurance Company against any Gap Defect(s) created, suffered or agreed to by the undersigned.

The delivery of this Affidavit and Indemnity to Chicago Title Insurance Company does not obligate Chicago Title Insurance Company to provide coverage over the matters attested to herein, and the extent to which coverage, if any, is provided is within the sole discretion of Chicago Title Insurance Company.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16th day of July, 2024.

OWNER(S):

Community Development Authority of the City of Whitewater, Wisconsin

BY: [Signature]

Greg Majkrzak, Chairperson

Subscribed and sworn to before me this 16th of July, 2024

[Signature]
Notary Public
WALNORTH County, Wisconsin

My commission (expires) ~~(is)~~ 09-28-2025





CHICAGO TITLE COMPANY

AUTHORIZATION FOR OUTGOING WIRES

THIS FORM MUST BE COMPLETED FOR ALL CUSTOMERS REQUESTING WIRE TRANSFERS

Due to recent changes in the Uniform Commercial Code, Chicago Title Company must have signed wire transfer instructions prior to sending any wire transfers to your account. Please complete, sign and date this form, specifying the wiring instructions for your bank account.

Reference (i.e. Escrow No., T.I. No., etc.): WA-23095

Amount: \$ _____

FOR FED BANKS

The undersigned customer hereby authorizes and directs Chicago Title Company to transfer funds by wire to the receiving bank and account identified below. Customer warrants that the information provided in this authorization is complete and accurate.

Receiving Bank: FIRST CITIZENS STATE BANK

City: WHITEWATER State: WI

ABA No.: 0759 02 387

Party to Credit Community Development Authority of the City of Whitewater, Wisconsin

Account No. to Credit: 101127

Phone Advise: KAREN DIETER 262-473-1382
Name Phone

Other Reference Info: _____

Additional Info: _____

FOREIGN NON-FED BANKS

Intermediary

NOTE: If the wire is to be rerouted through a domestic US intermediary bank for credit to your bank (i.e., your bank is not on-line with the FED), enter such intermediary bank information below.

Name: _____

ABA No.: _____

Account No.: _____

Correspondent

NOTE: If your bank is outside the United States, the wire must be directed to a bank with a correspondent relationship in the United States. Contact your bank to obtain their correspondent bank information.

Name: _____

ABA No.: _____

Account No.: _____

AUTHORIZATION FOR OUTGOING WIRES

(continued)

Provided that the funds are wire transferred in accordance with these instructions, Chicago Title Company shall not be liable for any act or omission of any financial institution or any other person, nor shall Chicago Title Company have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Fed Funds rate, adjusted daily, for the number of days that such funds are unavailable. The undersigned Customer shall indemnify and hold harmless Chicago Title Company, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.

In no event shall Chicago Title Company be liable for any special, consequential, indirect or incidental damages, regardless of whether any claim is based on contract or tort or whether the likelihood of such damage was known to Chicago Title Company.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16th day of July, 2024.

ACCEPTED AND AGREED:

Community Development Authority of the City of Whitewater, Wisconsin

BY: 
Greg Majkrzak, Chairperson

Phone: 262-473-0148



CERTIFICATION OF NON-FOREIGN STATUS

Date: July 3, 2024
Escrow No.: WA-23095

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen percent (15%) of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

Certification of Non-Foreign Status by Entity

The undersigned hereby certifies the following:

Community Development Authority of the City of Whitewater is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii);

The U.S. Employer Identification No. for this entity is: 39-6005658;

The office address is:

312 W. WHITEWATER ST.

WHITEWATER, WI 53190

The transferor/seller understands this certification may be disclosed to the Internal Revenue Service by transferee and any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of seller.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16th day of July, 2024.

Community Development Authority of the City of Whitewater, Wisconsin

BY: 

Greg Majkrzak, Chairperson

Rev. 1/28/2010



**CHICAGO TITLE
COMPANY**

Chicago Title Company
20825 Swenson Dr., Suite 200
Waukesha, WI 53186
Phone: (262)796-3800 Fax: (262)796-3888

Seller's Settlement Statement

Settlement Date: July 19, 2024
Disbursement Date: July 19, 2024
Order Number: WA-23095
Escrow Officer: Lisa Andrae
Buyer: Whitewater Alpha Real Estate, LLC, a Wisconsin limited liability company
Seller: Community Development Authority of the City of Whitewater, Wisconsin
Property: Lot 2 CSM 3236
Whitewater, WI 53190

	Seller	
	Debit	Credit
Total Consideration		
Purchase Price		30,000.00
Total Commissions		
Commissions - Listing Broker to Anderson Commercial Group, LLC \$30,000.00 @ 10.0000% = \$3,000.00	3,000.00	
Title/Escrow Charges		
Owner's Policy Premium to Chicago Title Company Coverage: \$30,000.00 Version: ALTA Owner's Policy 2021 w-WI Mod	578.00	
Closing Fees to Chicago Title Company	500.00	
SE 211 - Gap Endorsement to Chicago Title Company	250.00	
Subtotals	4,328.00	30,000.00
Balance Due TO Seller	25,672.00	
Totals	30,000.00	30,000.00

See signature page to follow

Seller's Settlement Statement

SELLER

Community Development Authority of the City of Whitewater, Wisconsin

BY: 
Greg Majkrzak, Chairperson