

Certificate of Compliance of Real Estate Conveyance Agreement

Document Number

Document Title

Recording Area

Drafted by Name and Return Address:

Nancy Leary Haggerty
Michael, Best & Friedrich, LLP
790 N. Water Street Suite 2500
Milwaukee, WI 53202

PIN:

See Exhibit A

ESTOPPEL CERTIFICATE

DATE: December __, 2021
FROM: City of La Crosse
TO: Buyer, Owner and Title Company named below

RE: Recorded documents in Airport Industrial Park:
Covenants for Taxable Use in Document No. 1032410 and 1034483 (“Taxable Use Covenants”)
Declaration of Restrictions in Document No. 986258 (“Declaration of Restrictions”); and
Real Estate Conveyance Agreements and Amendment, in Documents 1106847, 1121583 and
1122279 (“Purchase Covenants”).

Ladies and Gentlemen:

This Estoppel Certificate (“Certificate”) is given to LEJ Capital, LLC and its successors and assigns as the proposed purchaser (“Buyer”) of 3235-3239 Airport Road in La Crosse, identified as Tax Parcel Number 17-10530-070 (“Property”), Weber Airport Warehouse, LLC (“Owner”) the current owner of the Property, and Knight Barry Title, Inc. (“Title Company”), the title company that is insuring title to the Property, by the City of La Crosse (“City”), with the understanding that the Buyer is considering purchasing the Property and that Owner and Buyer will rely on this Certificate in connection with the purchase of the Property, and the Title Company will rely on this Certificate to insure title to the Property. The Taxable Use Covenants, Declaration of Restrictions and Purchase Covenants are sometimes together called the “Recorded Documents.” Capitalized terms used but not defined herein will have the meanings given to them in the Recorded Documents. The Property is also described on Exhibit A, attached hereto and incorporated herein.

The City hereby certifies as follows as of the date hereof:

1. The Property is subject to real estate taxes. No assessments or operating expenses are imposed against the Property or Owner under the Taxable Use Covenants or the Declaration of Restrictions. Furthermore, no work has been performed, no services have been rendered, and no costs have been incurred by the City with respect to the Property which, if unpaid, may result in an assessment or lien against the Property or Owner from the City under the Declaration of Restrictions.
2. To the undersigned’s knowledge, there are no violations or uncured defaults under the Declaration of Restrictions or Purchase Covenants related to the Property.
3. To the undersigned’s knowledge, the existing improvements upon the Property have been approved pursuant to the Declaration of Restrictions, and the purchase of the Property and construction of improvements have been completed in satisfaction of those requirements in the Purchase Covenants, and therefore the City no longer has a right of first offer, right of first refusal or right of reconveyance under the Recorded Documents.
4. This Estoppel Certificate may be relied on by the Owner, Buyer, Title Company, and their respective tenants, lenders, successors and assigns.
5. The Purchase Covenants provide that the City shall provide, upon request, a certificate in recordable form indicating compliance with such conditions.

CITY:

City of La Crosse

By: _____

Name: _____, Title: _____

ACKNOWLEDGEMENT

State of Wisconsin)

) ss.

County of La Crosse)

Personally appeared before me this ____ day of _____, 2021, the above-named _____, of the City of La Crosse, Wisconsin, to me known to be such officer, and to me known to be the party who executed this instrument, I acknowledge the same.

*

Notary Public, State of Wisconsin

My commission expires: _____

EXHIBIT A
Legal Descriptions

The "Property" is defined as:

Part of Lot 6 of Airport Industrial Park Addition to the City of La Crosse, La Crosse County, Wisconsin, recorded in the office of the Register of Deeds for La Crosse County, Wisconsin, on June 29, 2007, commencing at the Southwest corner of said Lot 6 and the point of beginning of this description: Thence North 00 degrees 31 minutes 47 seconds West, along the West line thereof, 543.17 feet to the point of curve at the Northwest corner of said Lot; thence Northeasterly, along a curve to the right, 23.56 feet, the radius of said curve being 15.00 feet and the chord bearing North 44 degrees 28 minutes 13 seconds East 21.21 feet to a point of tangency; thence North 89 degrees 28 minutes 13 seconds East, along the North line of said Lot, 375.33 feet to a point of curve; thence Southeasterly, along a curve to the right 70.51 feet, the radius of said curve being 90.00 feet and the chord bearing South 68 degrees 05 minutes 12.5 seconds East 68.72 feet to a point of tangency; thence South 45 degrees 38 minutes 38 seconds East, along the Northeasterly line of said Lot, 21.50 feet to the center of an existing driveway opening to Airport Road; thence South 44 degrees 21 minutes 22 seconds West, along the centerline of said driveway, 26.33 feet to an angle point; thence South 00 degrees 30 minutes 24 seconds East 498.34 feet to the point on the South line of said Lot 6, thence South 89 degrees 29 minutes 51 seconds West, along the South line of said Lot, 450.14 feet to the point of beginning. Said land being in the City of La Crosse, County of La Crosse, State of Wisconsin. 3235-39 Airport Road

(Tax Parcel No. 17-10530-070).