



**Timbers-Selissen-Rudolph
Land Specialists, Inc.**

Phone: 715.830.0544
Toll Free: 888.830.0546
Fax: 715.830.0545

Acquisition • Relocation • Property Management • Project Management
1030 Oak Ridge Drive, Suite 2, Eau Claire, WI 54701

January 8, 2015

Mr. Scott Dunnum
City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, WI 54601

Re: ID 7575-08-22
Cass Street
(4th Street – 7^h Street)
City of La Crosse
Parcel 14

Dear Mr. Dunnum:

The following relocation claim for Parcel 14 that has been approved by WisDOT and is being submitted for the City's review and approval:

Parcel	Type	Payable To	Amount
14	Rent Loss	7 th and Cass Street, LLC	\$2,250.00

Following is information on each claim:

Rent Loss (\$2,250.00): The property consists of four residential duplexes. Following is an outline of the occupancy for each unit:

Parcel	Address	Occupancy Status
14a	226 7 th Street	Tenant Occupied
14b	228 7 th Street	Vacated 8/31/14
14c	234 7 th Street	Tenant Occupied
14d	236 7 th Street	Tenant Occupied
14e	621 Cass Street	Tenant Occupied
14f	623 Cass Street	Tenant Occupied
14g	617 Cass Street	Tenant Occupied
14h	619 Cass Street	Vacated 7/31/14

The following documents are attached to the claim:

- Rent Loss Agreement for the vacant unit identified as Parcel 14h. The agreement starts August 1, 2014 for \$550/month. The owner has been paid rent loss for the months of August through November. Current claim is for the months of December and January. A copy of the lease agreement with the last tenant is attached to the agreement.

- Rent Loss Agreement for the vacant unit identified as Parcel 14b. The agreement starts September 1, 2014 for \$575/month. . The owner has been paid rent loss for the months of September through November. Current claim is for the months of December and January. A copy of the lease agreement with the last tenant is attached to the agreement.

Rent Loss Calculation for this claim:

Parcel	Address	Monthly Rent	# Months Rent Loss	Total Rent Loss
14b	228 7 th Street	\$575	2	\$1,150
14h	619 Cass Street	\$550	2	\$1,100
Total rent Loss				\$2,250

An offer has been made to the owner and the owner has indicated he will accept the amount of the offer. Closing is anticipated for February 2015. The goal for real estate certification is May 1, 2015 to meet an expected August 1, 2015 PS&E submittal date.

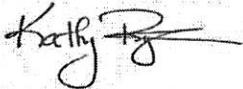
This claim is recommended for approval and check process. Please return the following documents to me:

- Relocation Claim Application and Release – Please sign the first page of the Claim form, where indicated.
- Check payable to 7th and Cass Street LLC in the amount of \$2,250.00.

If you have any questions, please contact me at (888) 830-0546, ext. 202.

Sincerely,

Timbers-Selissen-Rudolph Land Specialists, Inc.



Kathy Rudolph

Enclosures

RELOCATION CLAIM - APPLICATION AND RELEASE

LPA1527 B/2011 (Replaces RE4014) s. 32.19, 32.195 & 32.20 Wis. Stats.

Official Use ONLY
Claim Received and Filed

Claimant (print name) 7 th and Cass Street, LLC and Three Sixty Real Estate Solutions, LLC	Date 12/5/14
Replacement property address NA	Place Timbers-Selissen-Rudolph
Claimant mailing address 119 19th Street N, La Crosse, WI 54601	By Kathy Rudolph

Listed below are itemized damages claimed as the result of the acquisition of private property for public use, exclusion of all compensation previously agreed to, for the negotiated purchase or the Award of Damages as determined by the State of Wisconsin, Department of Transportation. All damages payable under ANY INDIVIDUAL ITEMS enumerated in Sections 32.19 and 32.195 Wisconsin Statutes should be claimed at one time after such claimed damage items shall be fully materialized, as provided in Section 32.20 Wisconsin Statutes.

- | | | | |
|---|--|--------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> Owner | <input checked="" type="checkbox"/> Business | <input type="checkbox"/> Residence | <input type="checkbox"/> Purchase |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Farm | <input type="checkbox"/> Sign | <input type="checkbox"/> Rental |
| | <input type="checkbox"/> Non-profit | <input type="checkbox"/> Off premise | |
| | | <input type="checkbox"/> On premise | |

Description of Items Claimed (attach receipts and documentation)	Amount Claimed	Amount Allowed
1. Moving expenses [actual - new site] s.32.19(3)(a)	\$	\$
2. Moving expenses [re-establishments] s.32.19(3)(a)	\$	\$
3. Moving expenses [optional fixed] s.32.19(3)(b)1 number of rooms	\$	\$
4. In lieu of actual moving expenses s.32.19(3)(b)2	\$	\$
5. Replacement housing [owner occupant] s.32.19(4)(a)	\$	\$
6. Increased interest [owner occupant] s.32.19(4)(a)2 - (4m)(a)2	\$	\$
7. Closing costs and related expenses s.32.19(4)(a)3 - (4m)(a)3 - (4m)(b)2c	\$	\$
8. Replacement housing [tenants and certain others - rental] s.32.19(4)(b)1	\$	\$
9. Replacement housing [tenants and certain others - purchase] s.32.19(4)(b)2	\$	\$
10. Replacement business [farm owner] s.32.19(4m)(a)	\$	\$
11. Replacement business [farm tenant] s.32.19(4m)(b)	\$	\$
12. Incidental expenses [acquisition] s.32.195(1)	\$	\$
13. Penalty costs on old mortgage s.32.195(2)	\$	\$
14. Prorata share of taxes s.32.195(3)	\$	\$
15. Realignment of personal property [same site] s.32.195(4)	\$	\$
16. Expense of plans rendered unusable s.32.195(5)	\$	\$
17. Net rental loss s.32.195(6) December 2014 and January 2015	\$ 2,250.00	\$ 2,250.00
18. Cost of fencing s.32.195(7)	\$	\$
TOTAL	\$ 2,250.00	\$ 2,250.00

For Official Use Only (claimant complete next page)

#17 *[Signature]* 12/30/14 *David R. Miller* 1/6/2015
 Items recommended for approval Real Estate Specialist Regional Real Estate Manager Date

Items in the above claim are allowed in the total sum of \$ 2,250.00 on this date 1/8/15
 x *Ward W. Anderson* 1/8/15
 Approving Authority Signature Date

X *City of La Crosse*
 Print Name City of La Crosse
 County: La Crosse Parcel No.: 14

Project ID: 7575-08-22

Highway: Cass Street

County: La Crosse

Parcel No.: 14

Rent Loss Agreement

This agreement is entered into between the following parties:

Agency: City of La Crosse (City)
Wisconsin Department of Transportation (WisDOT)

and

Owner: 7th and Cass Street, LLC (Owner) and
Three Sixty Real Estate Solutions, LLC (Property Manager).

Rent loss is for the Commercial Unit Identified below:

Unit	Start Date of Rent Loss	End Date of Rent Loss	Monthly Rent (Excluding Utilities)
228 7 th Street South La Crosse	9/1/14	4/1/15 -or- Closing Date for Agency acquisition of property, whichever is sooner	\$575.00

Rent Loss Agreement Subject to the Following Terms and Conditions:

Owner agrees to:

- Keep the property vacant and not allow use by others for any purpose.
- Turn off all utility connections that are feasible to do so.

City and WisDOT agrees to:

- Pay the rent for the premises in two-month periods. Rent Loss checks are to be payable to 7th and Cass Street, LLC.
- Pay the amount the last tenant paid as evidenced by a copy of the lease or rent check.

Term: Rent loss payments start the 1st day of the month to which this agreement applies and are prorated to the day of closing in the last month. Rent Loss payments do not include utilities.

Project I.D. 7575-08-22

Parcel 14 D

I have read the above Rent Loss Agreement and agree to accept the terms and conditions.

[Signature]
Owner - Signature

10/14/14
Date

Marvin Wanders, authorized agent for
7th and Cass Street, LLC and
Three Sixty Real Estate Solutions, LLC
Owner - Print Name

AGENCY APPROVAL

David R. Miller
WisDOT - Signature

11/3/14
Date

David R. Miller, Real Estate Supervisor
WisDOT - Print Name and Title

City of La Crosse - Signature

Date

City of La Crosse - Print Name and Title

} See
Next
Page

Project I.D. 7575-08-22

Parcel 14h

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether
2 one or more) on the following terms and conditions:

3 TENANT: I, X Leon L. Waker adults and _____ children)

LANDLORD: Three Sixty Real Estate Solutions, LLC

Agent for service of process Three Sixty Real Estate Solutions, LLC 608-762-7308
119 North 10th Street (phone)
La Crosse WI 54601 (city, village, town) (state) (zip)

7 PREMISES: Building Address

2228 S. 7th Street
La Crosse WI 54601
Apartment/room/unit: _____ (suite) (apt)

Agent for maintenance, management Three Sixty Real Estate Solutions, LLC 608-762-7308
119 North 10th Street (phone)
La Crosse WI 54601 (city, village, town) (state) (zip)

12 Other: _____

13 Included furnishings/appliances: refrigerator, range, oven

14 other (list or attach addendum): _____

Agent for collection of rents Three Sixty Real Estate Solutions, LLC (phone)
PO BOX 609 (state) (zip)
La Crosse WI 54602-0600 (city, village, town) (state) (zip)

18 RENT: Rent of \$ 575.00 for Premises and _____

20 is due on the 1st day of each month and is payable at _____

21 PO BOX 600 La Crosse WI 54602-0600

19 TERM: (Strike either (a) or (b))

(a) Month-to-month beginning on _____ or

(b) For a term of 3 months beginning on 10/1/2014 and ending on 8/28/2014

NOTE: An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

24 If rent is received after the 1st of the month

25 the Tenant shall pay a late fee of \$ 10.00 per day

26 Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations: _____

31 \$35.00 Insufficient Funds Charge (NSF)

32 60 Days Written Notice to Vacate is Required on a Term Lease or a Month-to-Month Lease

UTILITIES: Check if paid by:

Utilities	Landlord	Tenant
Electricity		
Gas		
Heat		
Air Conditioning		
Sewer/Water		
Hot Water		
Trash		
Other		

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

36 SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 575.00

37 agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty (21) days after any event set forth in §704.28(4).

38 Wis. Stats. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in §704.28(1), Wis. Stats. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the first month's rent without the written permission of Landlord.

41 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of the tenancy, (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects charged against the previous tenant's security deposit. If such a request is made by Tenant, Landlord will promptly provide Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit, regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet 54 hours of Tenant's return to Landlord within seven (7) days after the start of the tenancy. Tenant will be considered to have accepted the Premises without any exceptions.

42 TIME IS OF THE ESSENCE: As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or below, vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.

43 If a date is of the essence means that a deadline must be strictly followed.

44 SPECIAL PROVISIONS: _____

45 RENTAL DOCUMENTS: Landlord has given Tenant a copy of this Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

46 Pats and water beds are not permitted unless indicated otherwise in writing.

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

65 CO-SIGNER / Guarantor

66 In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

71 Signature: _____

72 Print Name: _____ (city, state, zip)

73 Signature: _____

74 Print Name: _____ (city, state, zip)

75 Signature: _____

76 Print Name: _____ (city, state, zip)

LANDLORD / AGENT Three Sixty Real Estate Solutions, LLC

Signature: Robert D. Rosell (city, state, zip)

TENANT

X Signature: Leon L. Waker (city, state, zip)

Signature: _____ (city, state, zip)

Signature: _____ (city, state, zip)

Signature: _____ (city, state, zip)

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Rent Loss Agreement

This agreement is entered into between the following parties:

Agency: City of La Crosse (City)
Wisconsin Department of Transportation (WisDOT)

and

Owner: 7th and Cass Street, LLC (Owner) and
Three Sixty Real Estate Solutions, LLC (Property Manager).

Rent loss is for the Commercial Unit Identified below:

Unit	Start Date of Rent Loss	End Date of Rent Loss	Monthly Rent (Excluding Utilities)
818 Cass Street La Crosse	8/1/14	4/1/15 -or- Closing Date for Agency acquisition of property, whichever is sooner	\$550.00

Rent Loss Agreement Subject to the Following Terms and Conditions:

Owner agrees to:

- Keep the property vacant and not allow use by others for any purpose.
- Turn off all utility connections that are feasible to do so.

City and WisDOT agrees to:

- Pay the rent for the premises in two-month periods. Rent Loss checks are to be payable to 7th and Cass Street, LLC.
- Pay the amount the last tenant paid as evidenced by a copy of the lease or rent check.

Term: Rent loss payments start the 1st day of the month to which this agreement applies and are prorated to the day of closing in the last month. Rent Loss payments do not include utilities.

Project I.D. 7575-08-22

Parcel 14 67

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

2 **TENANT:** _____ adults and _____ children
3 David Bunney, Jr.; Oceanna Herold
4 Whitney Thacker

LANDLORD: Three Sixty Real Estate Solutions, LLC

Agent for service of process
119 North 75th Street
Waukesha, WI 53001 (address)
10832/837366 (city, village, town)

Agent for maintenance, management
www.threesixty.biz (website) (city, village, town)

Agent for collection of rents
Three Sixty Real Estate Solutions, LLC (city, village, town) (state) (zip)
Payment Processing Center (address)
PO BOX 607 (city, village, town) (state) (zip)

5 **PREMISES:** Building Address
6 (119) Cass Street
7 La Crosse (city, village, town) WI 54601 (state) (zip)
8 Apartment/room/unit: _____ (address) (city, village, town) (state) (zip)

9 Other: _____
10 Included furnishings/appliances: refrigerator, range, oven
11 other (list or attach addendum): _____

12 **RENT:** Rent of \$ 550.00 for Premises and
13 \$ 25.00 for other (specify 3 cats)
14 is due on the 7th day of each month and is payable at
15 PO Box 607 La Crosse WI 54602
16 If rent is received after the 7th

TERM: (Strike either (a) or (b))
(a) Month to month beginning on 4/1/2014; or
(b) For a term of _____ months/beginning on _____ and continuing to _____

NOTE: An Agreement for a fixed term expires without further notice if tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

17 the Tenant shall pay in full to of \$ 10.00 per day
18 Charges incurred by Landlord for Tenant's returned checks are
19 payable by Tenant. Landlord shall provide a receipt for cash
20 payments of rent. All tenants, if more than one, are jointly and
21 severally liable for the full amount of any payments due
22 under this Agreement. Acceptance of a delinquent payment
23 does not constitute a waiver of that default or any other default
24 under this Agreement. Other Landlord or Tenant obligations:
25 _____

UTILITIES: Check if paid by:

	Landlord	Tenant
Electricity		<input checked="" type="checkbox"/>
Gas		<input checked="" type="checkbox"/>
Heat		<input checked="" type="checkbox"/>
Air conditioning		<input checked="" type="checkbox"/>
Sewer/water		<input checked="" type="checkbox"/>
Hot Water		<input checked="" type="checkbox"/>
Trash	<input checked="" type="checkbox"/>	
Other		

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

26 Th-F-M w/ 1st day without P.R.T.
27 or vacate
28 30 Day Notice

29 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 550.00 to be held by
30 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one
31 (21) days after any event set forth in sec. 704.28(4), Wis. Stats. If any portion of the deposit is withheld, Landlord must provide Tenant with a
32 written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the
33 security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect,
34 or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7)
35 days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's
36 occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No
37 deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time
38 stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

39 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following
40 within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b)
41 request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant,
42 Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless
43 of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the
44 request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever
45 occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit.
46 If Landlord provides Tenant with an inspection Checklist and Tenant fails to return it to Landlord within seven (7) days after the start of the
47 tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

48 **TIME IS OF THE ESSENCE** as to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement
49 or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this
50 Agreement or by law; and
51 Time is of the essence means that a deadline must be strictly followed.

52 **Special Provisions:** 3 cats are OK (strike any parts not applicable).

53 Pets and water beds are not permitted unless indicated otherwise in writing.

54 **RENTAL DOCUMENTS:** Landlord has provided Tenant a copy of this Agreement and any rules relating to the Premises as well as any nonstandard
55 rental provisions prior to the signing of this Agreement, and before any earnest money or security deposit was accepted. Landlord shall give
56 Tenant a copy of this Agreement, any rules relating to the Premises, and nonstandard rental provisions when this Agreement is signed by
57 Tenant. Landlord shall give Tenant inspection Checklist, keys, and _____ on or before commencement of this Agreement.

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

70 **CO-SIGNER / GUARANTOR**
71 in consideration of Landlord renting the Premises to Tenant, the
72 undersigned guarantees payment of all amounts due under this
73 Agreement and performance of all covenants. This Guarantee is
74 irrevocable and is not affected by modification or extension of this
75 Agreement.
76 Signature: _____ (date)
77 _____ (date)
78 _____ (date)
79 _____ (date)
80 Signature: _____ (date)
81 _____ (date)
82 _____ (date)
83 _____ (date)

LANDLORD/AGENT
Signature: _____ (date) 3/3/2014
TENANT
Signature: _____ (date) 3/3/14
Signature: _____ (date) 3-3-14
Signature: _____ (date) 3-3-14