

in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the Plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an officer, agent, employee, or agency of the State or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 14th day of September, 2018.

Respectfully submitted and electronically signed by:

Attorney Daniel P. Bach
WI State Bar #1005751
dbach@lawtoncates.com

Lawton & Cates, S.C.
146 E. Milwaukee Street, Suite 120
Jefferson, WI 53549
(920) 674-4567

Address of Court:
Racine County Courthouse
730 Wisconsin Ave
Racine WI 53403

3. Defendant Village of Mount Pleasant (“the Village”) is a Wisconsin municipal corporation, the business address of which is 8811 Campus Drive, Mount Pleasant, Wisconsin 53406.
4. Defendant Village of Mount Pleasant Community Development Authority (“the CDA”) is a commission empowered by state statutes and governed by Village of Mount Pleasant ordinance. The CDA’s business address is 8811 Campus Drive, Mount Pleasant, Wisconsin 53406.
5. The CDA’s duties include carrying out the Village’s redevelopment plans and entering into contracts in order to implement redevelopment.
6. The Plaintiff owns certain real estate in the Village of Mount Pleasant, Racine County, Wisconsin identified as Parcels 304 and 307. Those parcels are more particularly described in the attached redacted Jurisdictional Offers, identified as Exhibits 1 and 2, respectively, which exhibits are incorporated herein by reference.
7. Parcels 304 and 307 are contiguous parcels of property consisting of approximately 134.49 acres and 74.33 acres, respectively. Both parcels abut State Highway 11, also known as Durand Avenue, which affords the sole means of access to each parcel.
8. Parcel 307 is zoned AG Agriculture and includes a single-family residence built in 2001 in which David and Brenda Creuziger reside. The parcel also includes a high-quality barn used for business purposes, as well as a five-acre pond.
9. Parcel 304 also is zoned AG Agriculture. That parcel, in conjunction with Parcel 307, is used to grow crops as a part of the plaintiff’s business.
10. The defendants are facilitating the construction of an electronics and information technology (“EITM”) manufacturing zone where a private company known as Foxconn will be located.

11. In conjunction with the creation of the EITM zone, the defendants are undertaking a road reconstruction and land acquisition project (the "Project") for the direct benefit of Foxconn.
12. As a part of the Project, the defendants are attempting to acquire land from the plaintiff by condemnation ("the Taking"), as set forth in the Jurisdictional Offers identified as Exhibits 1 and 2.
13. The condemnation process, and thus the Project, is regulated by Wis. Stat. Chapter 32.
14. The defendants' attempted taking of the plaintiff's property is defective and unlawful for the following reasons:
 - a. The defendants have declared the area encompassing the EITM zone, including Parcels 304 and 307, to be blighted for the purpose of facilitating the purchase and/or condemnation of properties within that zone, for the benefit of Foxconn;
 - b. Parcels 304 and 307 are not blighted;
 - c. The Taking violates Wis. Stat. 32.03 by taking property for, or for the direct benefit of, a private corporation when none of the exceptions listed in the statute is present. As such the Taking is a thinly veiled attempt to circumvent the prohibition against taking private property for a non-public purpose;
 - d. The Taking leaves the plaintiff with no access to at approximately 132.28 acres of Parcel 304 and 73.2 acres of Parcel 307 after the Taking. The Taking further landlocks additional parcels owned by the plaintiff due to a prior taking of land along Braun Road, resulting in over 400 acres of land becoming landlocked by the new proposed Taking;
 - e. The Taking also includes a temporary limited easement ("TLE") containing 4.729 acres of Parcel 307, which area includes the residence occupied by David and Brenda Creuziger as well as the barn used in the plaintiff's business operations. The defendants

intend to raze both structures. The TLE exceeds the scope of what is needed for the road construction project and evinces bad faith on behalf of the defendants;

- f. The Taking exceeds the scope of what is reasonably necessary for the stated purpose of the Taking;
- g. The Taking is being done in bad faith, for the purpose of reducing the economic value and usefulness of the remaining land in Parcels 304 and 307;
- h. The defendants' bad faith is further evidenced by their having purchased property from the plaintiff's neighbors for amounts well in excess of the amount the defendants intend to compensate the plaintiff for the loss in value of the remainder of Parcels 304 and 307;
- i. The defendants have failed to adequately relocate the plaintiff.

15. Wherefore, the Jurisdictional Offers are void and the Taking is void.

RELIEF SOUGHT

WHEREFORE, the plaintiff demands judgment against the defendants as follows:

- A. For an order declaring the Jurisdictional Offers, and all actions taken pursuant thereto, null and void;
- B. For a preliminary injunction prohibiting the defendants from recording an award of damages and thereby effectuating the Taking, or voiding any awards of damages that have been recorded in relation to the Taking;
- C. For judgment declaring that the defendants do not have the right to condemn part or all of the properties described in the Jurisdictional Offers;
- D. For an order requiring the defendants to pay the plaintiff's litigation expenses, including costs and attorney fees as allowed by law;

E. For such other relief as the Court deems just and equitable.

Dated this 14th day of September, 2018.

Respectfully submitted and electronically signed by:

Attorney Daniel P. Bach
WI State Bar #1005751
dbach@lawtoncates.com

Lawton & Cates, S.C.
146 E. Milwaukee Street, Suite 120
Jefferson, WI 53549
(920) 674-4567

JURISDICTIONAL OFFER

lpa1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
September 7, 2018

To
Creuziger Farms, Inc., a Wisconsin Corporation, hereinafter referred to as Owner

Relocation Order Date 01/30/2018	Relocation Order Filed in the office of the County Clerk	County Racine	Public Purpose for Property Highway or other transportation related purposes
-------------------------------------	---	------------------	---

Village of Mount Pleasant, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:

[REDACTED] \$ [REDACTED]
within 60 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by the Village of Mount Pleasant for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. The Village of Mount Pleasant in good faith intends to use the above-described property for such public purpose.

B. The Village of Mount Pleasant proposes to occupy and the Owner will vacate the premises on October 8, 2018.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

- (a) Loss of land, including improvements and fixtures actually being acquired (2.209 acres) \$ [REDACTED]
- (b) Damages caused by loss of existing rights of access \$ [REDACTED]
- (c) Damages caused by loss of air rights \$ [REDACTED]
- (d) Damages caused by loss of legal nonconforming use \$ [REDACTED]
- (e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land \$ [REDACTED]
- (f) Damages to property abutting on a highway right of way due to change of grade \$ [REDACTED]
- (g) Cost of fencing reasonably necessary to separate land taken from remainder \$ [REDACTED]
- (h) Market value of uneconomic remnant \$ [REDACTED]
- (i) Other – Temporary Limited Easement (0.612 acres) \$ [REDACTED]
- (j) **Total** \$ [REDACTED]

Compensation for additional items of damage listed in s.32.19 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20 day deadline and the offer and acceptance must be delivered to Purchaser at TerraVenture Advisors, 13500 Watertown Plank Road, Suite 200, Elm Grove, WI 53122 not later than regular office closing time of 5:00 p.m. on the above mentioned deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on the above mentioned deadline.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the



date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s.32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. Owner's right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemner and these costs are defined in Ch. 814 of Wisconsin Statutes.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 60 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 60-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.
- N. If all persons or entities designated as Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s). Land, Temporary Limited Easement and Access Rights
- P. This offer, if accepted by Owner, shall constitute a binding contract.

Scott Dellenbach 9/7/18
Scott Dellenbach
Village of Mendota Planning & Real Estate Consultant
 Title

If owner is not a firm or corporation, check and sign here:

Accepted Rejected

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Owner Signature _____ Date _____

If owner is a firm or corporation, check and sign here:

Accepted Rejected

Creuziger Farms, Inc.
Name of firm or corporation

Officer Signature _____ Date _____

Title _____

Officer Signature _____ Date _____

Title _____

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 30, Township 3 North, Range 22 East, in the Village of Mount Pleasant, described as follows:

Commencing at the Northeast corner of said Northeast 1/4 of said Section 30; thence South 0°17'58" East, 289.30 feet along the East line of said 1/4 section to the point of beginning; thence South 83°05'14" West, 1333.80 feet; continuing thence South 83°05'14" West, 1333.05 feet to the West line of said Northeast 1/4; thence North 0°31'51" West, 36.31 feet along said West line to the Southerly line of STH 11; thence North 83°05'14" East, 1333.12 feet along said Southerly line; continuing thence North 83°05'14" East, 1333.87 feet along said Southerly line to the East line of said 1/4 section; thence South 0°17'58" East, 36.33 feet along said East line to the point of beginning.

Said parcel contains **2.209 acres** of land, more or less.

Also, all existing, future, or potential common law or statutory easements or **rights of vehicular access** between the right-of-way of the highway, currently designated as STH 11, and all of the abutting remaining real property of the owner.

Also a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: A 10 foot wide strip of land lying southerly of, adjacent to and parallel with the above-described fee taking in the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 30, Township 3 North, Range 22 East, in the Village of Mount Pleasant.

Said parcel contains **0.612 acres** of land, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

JURISDICTIONAL OFFER

lpa1786 09/2011 (Replaces 3029) s 32.05 Wis Stats.

Date
September 7, 2018

To
Creuziger Farms, Inc., a Wisconsin Corporation, hereinafter referred to as Owner

Relocation Order Date 01/30/2018	Relocation Order Filed in the office of the County Clerk	County Racine	Public Purpose for Property Highway or other transportation related purposes
-------------------------------------	---	------------------	---

Village of Mount Pleasant, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:

[REDACTED]

[REDACTED]

within 60 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by the Village of Mount Pleasant for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. The Village of Mount Pleasant in good faith intends to use the above-described property for such public purpose.

B. The Village of Mount Pleasant proposes to occupy and the Owner will vacate the premises on October 8, 2018.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

- (a) Loss of land, including improvements and fixtures actually being acquired (1.121 acres) [REDACTED]
- (b) Damages caused by loss of existing rights of access [REDACTED]
- (c) Damages caused by loss of air rights \$ [REDACTED]
- (d) Damages caused by loss of legal nonconforming use \$ [REDACTED]
- (e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land \$ [REDACTED]
- (f) Damages to property abutting on a highway right of way due to change of grade \$ [REDACTED]
- (g) Cost of fencing reasonably necessary to separate land taken from remainder \$ [REDACTED]
- (h) Market value of uneconomic remnant \$ [REDACTED]
- (i) Other – Temporary Limited Easement (4.729 acres) \$ [REDACTED]
- (j) **Total** \$ [REDACTED]

Compensation for additional items of damage listed in s.32.19 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20 day deadline and the offer and acceptance must be delivered to Purchaser at TerraVenture Advisors, 13500 Watertown Plank Road, Suite 200, Elm Grove, WI 53122 not later than regular office closing time of 5:00 p.m. on the above mentioned deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on the above mentioned deadline.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the



date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s.32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. Owner's right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemner and these costs are defined in Ch. 814 of Wisconsin Statutes.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 60 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 60-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.
- N. If all persons or entities designated as Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s). Land, Temporary Limited Easement and Access Rights
- P. This offer, if accepted by Owner, shall constitute a binding contract.

Scott Dellstedt 9/2/18
Scott Dellstedt
Village of Mount Pleasant Real Estate Comm. Trust
 Title

If owner is not a firm or corporation, check and sign here:
 Accepted Rejected

If owner is a firm or corporation, check and sign here:
 Accepted Rejected

Owner Signature _____ Date _____
 Owner Signature _____ Date _____
 Owner Signature _____ Date _____
 Owner Signature _____ Date _____

Creuziger Farms, Inc.
 Name of firm or corporation
 Officer Signature _____ Date _____
 Title _____
 Officer Signature _____ Date _____
 Title _____

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 3 North, Range 22 East, in the Village of Mount Pleasant, described as follows:

Commencing at the Northwest corner of said Northwest 1/4 of said Section 29; thence South 0°17'58" East, 289.30 feet along the West line of said 1/4 section; thence North 83°05'14" East, 300.33 feet to the point of beginning; thence North 0°17'58" West, 40.87 feet to the Southerly line of STH 11; thence North 83°05'14" East, 453.66 feet along said Southerly line to the beginning of a 6447.91 foot radius curve to the right, whose chord bears North 86°55'34" East, 863.40 feet; thence Northeasterly 864.04 feet along the arc of said curve and along said Southerly line; thence South 89°14'00" East, 14.68 feet along said Southerly line to the East line of the property of the owner; thence South 0°24'39" East, 54.81 feet; thence North 89°08'24" West, 109.64 feet to the beginning of a 6400.00 foot radius curve to the left, whose chord bears South 86°58'25" West, 867.58 feet; thence Southwesterly 868.25 feet along the arc of said curve; thence South 83°05'14" West, 53.62 feet to the point of beginning.

Said parcel contains **1.121 acres** of land, more or less.

Also, all existing, future, or potential common law or statutory easements or **rights of vehicular access** between the right-of-way of the highway, currently designated as STH 11, and all of the abutting remaining real property of the owner.

Also a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as:

Commencing at the Northwest corner of said Northwest 1/4 of said Section 29; thence South 0°17'58" East, 289.30 feet along the West line of said 1/4 section; thence North 83°05'14" East, 300.33 feet to the point of beginning; thence North 83°05'14" East, 53.62 feet; to the beginning of a 6400.00 foot radius curve to the right, whose chord bears North 86°58'25" East, 867.58 feet; thence Northeasterly 868.25 feet along the arc of said curve; thence South 89°08'24" East, 109.64 feet to the East line of the property of the owner; thence South 0°24'39" East, 10.00 feet; thence North 89°08'24" West, 109.86 feet to the beginning of a 6390.00 foot radius curve to the left, whose chord bears North 89°25'46" West, 64.59 feet; thence Northwesterly 64.59 feet along the arc of said curve; thence South 0°39'25" East, 460.00 feet; thence South 88°23'05" West, 407.51 feet;

thence North 4°35'43" West, 460.00 feet to the beginning of a 6390.00 foot radius curve to the left, whose chord bears South 84°42'54" West, 363.05 feet; thence Southwesterly 363.10 feet along said curve; thence South 83°05'14" West, 55.10 feet; thence North 0°17'58" West, 10.07 feet to the point of beginning.

Said parcel contains **4.729 acres** of land, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.