

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Agreement**”) is effective as of the ___ day of November, 2021 (“**Effective Date**”) by and between Rodney and Catherine Jensen (“**The Jensens**”), The Village of Mount Pleasant (“**The Village**”), the Village of Mount Pleasant Community Development Authority (“**CDA**”), and David DeGroot (“**DeGroot**”), (collectively, the “**Defendants**:). The Jensens and the Defendants shall be referred to collectively as “**the Parties**”.

RECITALS

WHEREAS, the Jensens were the owners of approximately 2.92 acres of land, where their primary residence was located, at 3301 Highway 41, Mount Pleasant, Wisconsin 53177 (the “**Property**”);

WHEREAS, the Village acquired the Property on August 22, 2018 via an Award of Damages recorded with the Racine County Register of Deeds and deposited with the Clerk of the Circuit Court of Racine County, the amount of Five Hundred Sixty Nine Thousand and Three Hundred Dollars (\$569,300); and

WHEREAS, the Jensens have filed five (5) lawsuits against the Defendants:

(a) Case No 18-CV-46 pending in the Eastern District of Wisconsin (“**Federal Court Litigation**”);

And in Racine County:

(b) Case # 2018CV001331 (“**Blight Lawsuit**”);

(c) Case # 2018CV001332 (“**Open Records Lawsuit**”);

(d) Case # 2018CV1453 (“**Right To Take Lawsuit**”);

(e) Case #2020CV1234 (“**Just Compensation Lawsuit**”);

(collectively the “**Lawsuits**”).

WHEREAS, the Parties engaged in mediation on September 24, 2021, with the assistance of the Hon. Richard J. Sankovitz, ret., and agreed to fully and finally resolve all Lawsuits without further litigation or additional expense to any party;

WHEREAS, this Agreement is subject to approval by the Mount Pleasant Village Board;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **Opal Jensen's Litigation with Kenosha County:** Opal Jensen has provided authority to the Village, in a form to be prepared by the Village, to act as her agent to attempt to negotiate a satisfactory resolution of the litigation regarding Opal Jensen's property, located at 410 Sheridan Road, Racine ("**Opal Jensen's Property**") in Kenosha County Case # 2020CV823.

- a. Opal Jensen's attorney has consented to the Village acting as her agent and shall not constitute an attorney-client relationship between counsel for the Village and Opal Jensen. When and if requested, the Jensens will provide the Village with copies of all relevant documents, including, but not limited to judgments, tax bills, or bill of costs, that may be needed for the Village to engage in negotiations with Kenosha County to attempt to obtain a deed to Opal Jensen's Property to Opal Jensen or another similar form of relief that titles Opal Jensen's Property to Opal Jensen.
- b. Any amount agreed to be paid to Kenosha County to obtain the deed, shall be provided by the Jensens, as provided herein, and shall not exceed Ninety Thousand Dollars (\$90,000).
- c. Should the Village be unable to obtain Kenosha County's agreement to deed the Opal Jensen Property to Opal Jensen for Ninety Thousand Dollars (\$90,000) or less, despite good-faith efforts on its part, parties hereby agree to re-negotiate this Section with the Hon. Richard J. Sankovitz, ret.

2. **Satisfaction of Additional Liens Placed on the Jensen Property:** The Jensens will provide to counsel for the Village copies of satisfactions of the liens against the Property, or reasonably acceptable documentation that the liens have been satisfied within thirty (30) days of the satisfaction of Paragraph 1 of this Settlement Agreement, which liens are listed in **Exhibit A**, annexed hereto and incorporated by reference.

3. **Withdrawal of Funds:** Parties hereby agree that after Paragraph 1 of this Agreement is satisfied, and prior to or in conjunction with the satisfaction of Paragraph 2 of this Agreement, but no later than thirty (30) days after the satisfaction of Paragraph 1 of this Agreement, the Jensens will undertake the following with regard to the Five Hundred Sixty Nine Thousand and Three Hundred Dollars (\$569,300) deposited by the Village in Racine County Circuit Court and administered in 2018-GF-33 ("Group File").

- a. The Jensens will obtain a hearing, or otherwise arrange for, the satisfaction of the Petitions filed by the various claimants for the disbursement of funds from the Group File, and the disbursement of the funds from the Group File.

4. **Relocation Benefits:** Within thirty (30) days after the satisfaction of Paragraph 2 and Paragraph 3 of this Agreement, the Village will pay to the Jensens as relocation benefits, the amount of Two Hundred Twenty Six Thousand and Seven Hundred Dollars (\$226,700), with One Hundred Thousand Dollars (\$100,000) of said relocation benefits held back, for two purposes:

- a. To pay all sums required by Kenosha County to obtain the deed referenced in Paragraph 1 above; and
- b. To secure the Village for the reasonable and necessary clean-up and removal costs in the event that, when the Jensens vacate the Property, the Village incurs clean-up such as removal of hazardous or contaminated materials left on the property, or vehicles or other personal property left behind that cannot be demolished together with the structures on the property, but not including the usual and reasonable demolition costs which shall be borne by the Village; and
- c. If the One Hundred Thousand Dollars (\$100,000) held back is insufficient to cover the total costs incurred in paragraphs 4(a) and (b) above, the required additional funds shall be provided by the Jensens;
- d. Any portion of the holdback that is not paid to Kenosha County or to the Village pursuant to paragraphs (3)(a) and (b) above shall be paid promptly to the Jensens, when they have vacated the Property.

Payment of the balance of One Hundred Twenty Six Thousand Dollars (\$126,700) which is not held back shall be made payable to the order of Eminent Domain Services, LLC – Client Trust Account and paid within thirty (30) days of the satisfaction of Paragraph 2 and Paragraph 3 of this Agreement.

5. **Occupancy and Salvage Rights:** On or before May 15, 2022, the Jensens shall vacate the Property that is the subject of this dispute. Before May 15, 2022, the Village may have reasonable access, upon reasonable notice to the Jensens, for purposes only of inspecting the Property for purposes of planning demolition. Notice shall be provided by electronic mail to the Jensens and their counsel, Christina Bass and Erik Olson.

6. **Maintenance of Property Prior to Closing:** The Jensens hereby agree to continue to maintain the Property in good working condition, including continued payment of any and all expenses, and not commit waste.

7. **Dismissal of Lawsuits With Prejudice:** The Jensens shall execute all necessary paperwork to dismiss their claims in all the Lawsuits described in the Recitals with prejudice, including but not limited to execution of a Stipulated Notice of Settlement pursuant to Fed. R. App. P. 42 (b) and/or stipulations and orders for dismissal necessary for the state court cases, within ten (10) days of completion of the Village's obligations set forth above.

8. **Mutual Release and Waiver of All Claims:** Except as necessary to enforce this Settlement Agreement, the Parties, for themselves, successors, assigns, attorneys, insurers, and agents hereby release each other, as well as each Party's successors, assigns, attorneys, insurers, and agents from any and all claims, obligations, and liabilities ("**Claims**") which they have or may have in the future arising out of or related to the Property in any manner, including but not limited

to, claims under Chapter 32 of the Wisconsin Statutes, including all claims for additional compensation, relocation benefits and attorneys fees.

9. **Mutual Non Disparagement:** Parties hereby agree that they will not act in any way to impugn, disparage, or otherwise attempt to discredit each other's reputations, or the reputations of their officers, directors, members, trustees, agents and/or employees, and will refrain from making any public statements (verbally or in writing), including but not limited to any public statements to any third parties or any form of the media.

10. **Binding Arbitration:** In the event of a dispute or claim arising out of this Settlement Agreement and Release, parties hereby agree to submit any such disputes to binding arbitration by Hon. Richard Sankovitz, ret.

11. **Choice of Law and Forum:** This Agreement shall be governed by the laws of the State of Wisconsin.

12. **Construction:** This Agreement has been drafted with the assistance of counsel for each Party and shall not be construed in favor of, or against, any other Party on account of authorship.

13. **Cooperation:** The Parties agree to cooperate in taking such actions and executing such documents as are reasonable and necessary to ensure the enforceability and implementation of this Agreement.

14. **Representations and Warranties:** Each Party makes the following representations and warranties, which shall survive the execution and performance of this Agreement:

- i. The Party is duly authorized to enter into this Agreement and the person executing this Agreement on behalf of the Party has the actual authority to do so; and
- ii. This Agreement does not violate any of the Party's other obligations and will be valid and binding upon and fully enforceable against the Party according to its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights.

15. **Binding Effect; Integration:** This Agreement represents the entire agreement between the Parties with regard to its subject matter and supersedes all prior negotiations, representations, or agreements between the Parties, either written or oral, with regard to the subject matter of the Lawsuits or the Agreement. This Agreement may be amended only by a subsequent written instrument executed by each Party or its successor in interest.

16. **Counterparts:** This Agreement may be executed in counterparts, and each such executed counterpart shall be of the same validity, force, and effect as the original. A written

signature that is part of a facsimile, pdf, or other similar file shall have the same effect as an original hand written signature.

17. **Attorneys' Fees:** Each Party shall bear its own attorney fees, and any costs or expenses incurred in connection with the Lawsuits or mediation, the negotiation, documentation, and execution of this Agreement, and any disputes concerning this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the latest date written below.

Signatures on Next Page

Dated: _____

By: Rodney Jensen

Dated: _____

By: Catherine Jensen

Dated: _____

By: _____
The Village of Mount Pleasant

Dated: _____

By: _____
The Village of Mount Pleasant Community
Development Authority

Dated: _____

By: _____
David DeGroot, Village President of Mount
Pleasant, in his individual and official
capacity

Exhibit A

- a) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Sturtevant, WI 531772507, debtor, by Dept. of Revenue, creditor on September 1, 2009 in the amount of \$2,011.06, as Case No. 09 TW 894.
- b) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Sturtevant, WI 531772507, debtor, by Dept. of Revenue, creditor on March 1, 2010 in the amount of \$2,011.26, as Case No. 10 TW 212.
- c) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Sturtevant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 1, 2010 in the amount of \$2,014.39, as Case No. 10 TW 899.
- d) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on October 21, 2003 in the amount of \$2,016.80, as Case No. 18 TW 230.
- e) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 18, 2020 in the amount of \$1,833.67, as Case No. 20 TW 671.
- f) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on February 1, 2019 in the amount of \$2,016.61, as Case No. 19 TW 51.
- g) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 18, 2020 in the amount of \$440.74, as Case No. 20 TW 668.
- h) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 18, 2020 in the amount of \$1,933.73, as Case No. 20 TW 670.
- i) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 18, 2020 in the amount of \$1,840.52, as Case No. 20 TW 665.
- j) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 18, 2020 in the amount of \$1,621.62, as Case No. 20 TW 669.
- k) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 18, 2020 in the amount of \$970.32, as Case No. 20 TW 666.

1) Judgment filed in Racine County against Rodney Jensen, 3301 SE Frontage Rd, Mount Pleasant, WI 531772507, debtor, by Dept. of Revenue, creditor on November 18, 2020 in the amount of \$790.25, as Case No. 20 TW 667.