



G.J. Miesbauer & Associates, Inc.

RIGHT OF WAY ACQUISITION SPECIALISTS

June 29, 2018

Sean McFarlane and Pamela Voss
12305 Braun Road
Mount Pleasant, WI 53177

Re: Project Flying Eagle
Village of Mount Pleasant
Relocation Services
Parcel 27b

SUBJECT: Notice of Relocation Eligibility and 90 Day Notice of Occupancy

Dear Mr. McFarlane and Ms. Voss:

The Village of Mount Pleasant has concluded the purchase of the property you occupy. This letter serves notice that you are officially eligible for relocation benefits and constitutes your "Relocation Assistance Package". The attached Relocation Payments Summary form indicates the different payments available to you.

The Wisconsin Relocation Rights - Residential brochure, which has been previously provided and discussed, explains eligibility requirements and gives detailed information on the relocation benefits and services. Please read this information carefully and direct any questions to me at my office.

You may qualify for a Replacement Housing Payment (RHP) because you have occupied the home at 12305 Braun Road for at least 90 days. Since it has been determined that a comparable replacement dwelling will cost more to occupy than your present dwelling, **you are eligible to a RHP up to \$22,080**. This RHP has been computed to assist you in relocating to a replacement dwelling.

To receive any amount of your computed RHP, you must buy or rent, and move to a dwelling costing more than your current dwelling. The amount you receive will be based on the actual rental difference between your current dwelling and replacement multiplied by 48 months, up to \$22,080. In addition, any dwelling you occupy must be certified as decent, safe and sanitary (DSS). The DSS inspection will be made as soon as possible after I am notified of your interest in a particular dwelling. Please do not commit yourself to buy or rent a replacement home before it is certified as DSS.

The Replacement Housing Payment Computation form shows how the Replacement Housing Payment was computed and what comparable properties were selected. The Residential Comparison Chart further details those properties selected as comparable housing.



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You also qualify for reimbursement of your moving expenses: You may choose either:

1) A payment for your actual, necessary, and reasonable moving and related expenses. This option assumes the hiring of a professional moving company. In addition, any disconnect and reconnect fee are also eligible to reimbursement.

2) A fixed payment for a self-move. The amount is based on the number of rooms in your home and uses the attached Fixed Payment Schedule and Dislocation Allowance form.

In addition, you may also be eligible for reimbursement of certain closing costs and other miscellaneous expenses incurred for purchasing your replacement home.

The attached Relocation Claim – Application and Release form is used for requesting reimbursement for your relocation expenses. I will assist you with the completion of this form and submittal to the Village for payment.

90-Day Notice of Occupancy

Now that the Village owns the property, you have become a tenant of the Village. To establish the terms for your continued occupancy period, you must sign the Use and Occupancy Agreement. The Village will not charge rent during this period. This letter serves as notice that you have 90 days occupancy. The Village concluded the transaction to purchase the property you occupy on April 30th, starting that 90 day window. The 90 day occupancy period expires July 30, 2018.

To assist you with vacating the property at the end of your occupancy period, the Village has agreed to authorize a temporary move to a Village owned property. The home being proposed is located at 5230 90th Street. The Village will also reimburse your moving expenses for this temporary move. Please let me know if you are interested in this temporary housing or if you are able to complete your relocation to permanent housing by July 30th.

Should you have any further questions or concerns regarding the program, please contact me at 608-424-3330.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Miesbauer", is written over a light blue rectangular background.

Peter Miesbauer

Enclosures

RELOCATION PAYMENTS SUMMARY RESIDENTIAL

Original Revised

| | |
|--|--|
| Name Sean McFarlane and Pamela Voss | Address 12305 Braun Road, Mount Pleasant, WI 53177 |
| <input type="checkbox"/> Owner | <input type="checkbox"/> Approved Offering Price \$ _____ |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Final Acquisition Amount \$ _____ |
| | <input type="checkbox"/> Carve Out Value \$ _____ |

This summary is to confirm relocation payments you may be eligible for as a displaced person(s). Final amounts are determined by the agency for reasonable and necessary expenses and adequate documentation of incurred expenses. Please inquire with your relocation agent for more details.

Replacement Housing Payment (s. 32.19(4), Wis. Stats.)

The actual payment amounts are finalized once acquisition is completed to identify the correct replacement housing payment amount for owner occupants.

| | |
|---|----------|
| <input type="checkbox"/> Supplemental housing payment for an owner occupant of at least 90 days. (Owner to Owner) | \$ |
| <input checked="" type="checkbox"/> Down payment for a tenant occupant for at least 90 days who purchases a replacement home. (Tenant to Owner) | \$22,080 |
| <input type="checkbox"/> Supplemental rent payment for an owner occupant for a period of not less than 90 days who rents (May be paid in two installments.) (Owner to Tenant) | \$ |
| <input checked="" type="checkbox"/> Supplemental rent payment for a tenant occupant for not less than 90 days who rents (May be paid in two installments). (Tenant to Tenant) | \$22,080 |

Expenses Incidental to Purchase of Replacement Housing (s. 32.19(4), Wis. Stats.)

No prepaid expenses allowed. Amounts to be determined upon purchase.

1. Increased mortgage interest costs.
2. Legal, closing and related costs, including: title search, preparing conveyance contracts, notary fees, surveys, preparing drawings or plats, and charges paid incident for recording, credit report, application fees, incidental fees.

Moving Expenses – Residential (s. 32.19(3), Wis. Stats.)

| | |
|---|--------------|
| <input checked="" type="checkbox"/> Actual and reasonable cost to move personal property from subject property to a replacement home based on receipted bills from qualified mover. | Actual Costs |
|---|--------------|

OR

| | |
|--|---------|
| <input checked="" type="checkbox"/> Amount from Fixed Payment Schedule – residential, including sleeping rooms and mobile home occupants Schedule for: 6 Room(s) is: \$1,560 | \$1,560 |
|--|---------|

Incidental Expenses to Transfer of Property to State (s. 32.195, Wis. Stats.)

Amounts to be determined upon acquisition and/or selection of replacement home.

| | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Recording fees and similar items | <input type="checkbox"/> Realignment of personal property on same site | <input type="checkbox"/> Fencing cost |
| <input type="checkbox"/> Penalty cost for prepayment of mortgage | <input type="checkbox"/> Expenses incurred for unusable plans from subject property | |
| <input type="checkbox"/> Prorated share of property taxes | <input type="checkbox"/> Reasonable net rental loss attributable to project | |

RELOCATION PACKAGE RECEIPT

As received from Peter Miesbauer, Relocation Specialist on June 29, 2018 for the Village of Mount Pleasant, I acknowledge this "relocation package," containing a relocation assistance brochure and forms. The Relocation Specialist has explained the relocation services and payments offered to me as a displaced person under Wisconsin Statutes Chapter 32 and the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

I/We understand that the payment summary amounts are an estimate and final payment amounts will be determined based on eligibility requirements; agency determination of costs as actual, reasonable, and necessary; and supporting documentation.

(Signature) _____
(Date)

(Signature) _____
(Date)

RESIDENTIAL COMPARISON CHART

RE1947 04/2015

Wisconsin Department of Transportation

| ITEM | SUBJECT PROPERTY | COMPARABLE #1 | COMPARABLE #2 | COMPARABLE #3 |
|----------------------------|------------------------------|---|--|---|
| Address | 12305 Braun Rd., Mt Pleasant | 614 15 th Place, Kenosha, WI | 104 th Street, Pleasant Prairie | 52 nd and 60 th , Kenosha |
| Functionally equivalent | | Yes | Yes | Yes |
| Meets DSS standards | | Yes with modifications | Yes | Yes |
| Unit type | Shared SF home | Apt | SF Home | Apt |
| Construction type | Frame | Frame | Frame | Fame |
| # Rooms / bedrooms | 4 / 3 | 6 / 3 | 6 / 3 | 6 / 3 |
| Habitable area | 575 sf +/- | 650 sf +/- | 780 sf +/- | 700 sf +/- |
| Age | 80+ yrs | 25 ys +/- | 50 yrs +/- | 80+ yrs |
| State of repair | Fair | Good | Average | Good |
| Fair housing | Yes | Yes | Yes | Yes |
| List utilities present | Electric, gas, well, septic | All municipal | All municipal | All municipal |
| Distance to work | N/A | N/A | N/A | N/A |
| Distance to schools | <10 miles | <10 miles | <10 miles | <10 miles |
| Distance to transportation | N/A | N/A | N/A | N/A |
| Distance to other: | N/A | N/A | N/A | N/A |
| Adequate for relocatee | | Yes | Yes | Yes |
| Available to relocatee | | Yes | Yes | Yes |
| Within financial means | | Yes | Yes | Yes |
| Type of neighborhood | Rural Residential | Residential | Residential | Residential |
| Lot size | N/A | N/A | N/A | N/A |
| Garage size | N/A | N/A | N/A | N/A |
| Price | \$500+ | \$865 | \$950+ | \$1,100+ |

Most comparable is: # 2

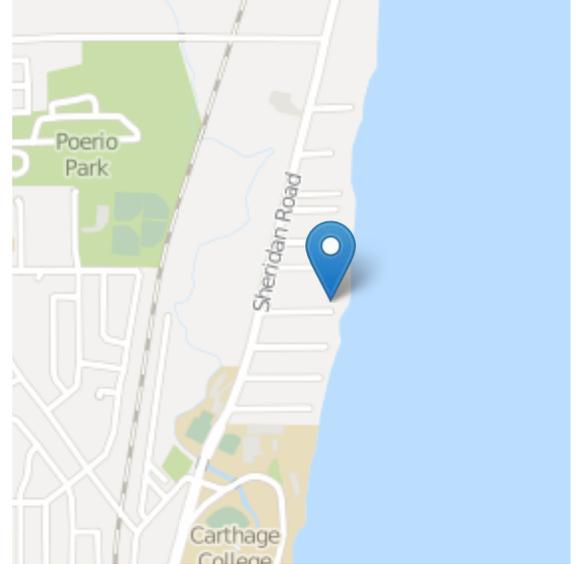
Explain selection: Comparable #2 meets or exceed all categories when compared to the subject property. It is also a single family home, similar to the shared home they are currently occupying.

| | | | |
|------------------------------------|------------------|---------------|---------------------------------|
| Project ID Project Flying Eagle | County Racine | Parcel 27b | Occupant name Sean McFarlane |
|------------------------------------|------------------|---------------|---------------------------------|

Contact Information:

\$865 / 3br - 1, 2, & 3 BD Very well-kept (heat incl.) awesome lake views - must see! (614 15th Place Kenosha, WI)

image 1 of 8



3BR / 1Ba available jun 30

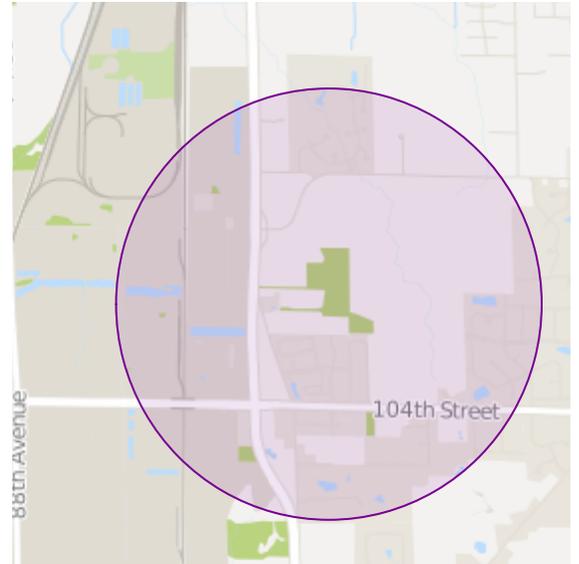
- apartment
- laundry on site
- off-street parking





Contact Information:

\$950 / 3br - 1200ft² - All brick, 3 bed, 2 bath, Pleasant Prairie home. New carpet. Freshly p (Pleasant Prairie, WI)



3BR / 2Ba

1200ft²

available now

cats are OK - purrr

dogs are OK - woof

house

w/d in unit

attached garage

wheelchair accessible

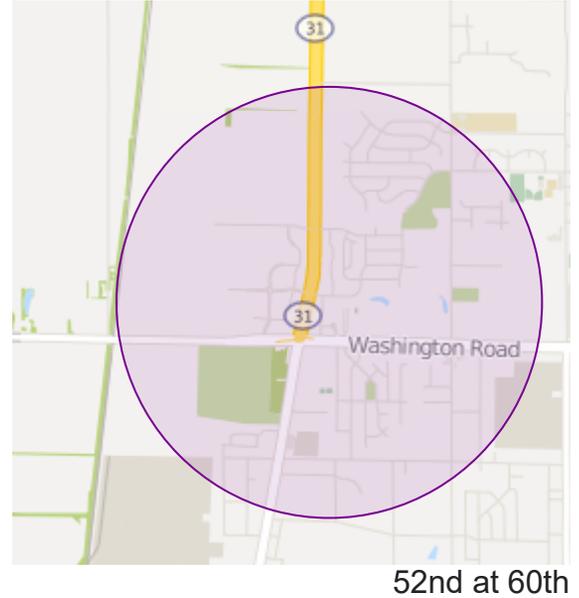
All brick, 3 bed, 2 bath, Pleasant Prairie home. New carpet. Freshly painted. Beautiful, large fenced yard backs up to horse property. Large windows let in great daylight. Master bedroom has private bath with shower. 1st Floor Laundry. Newer furnace. Patio off kitchen. Shed and one-car attached garage.

QR Code Link to This Post



Contact Information:

\$1100 / 3br - 1090ft² - 3 bedroom SUPER SPECIAL (Kenosha)



3BR / 1.5Ba **1090ft²** available now

- cats are OK - purrr
- apartment
- laundry in bldg
- off-street parking
- wheelchair accessible

Spacious 3 bedrooms full upgraded bath in hallway master bedroom has its own half bath. Tons of closets throughout apartment super cool pass through updated kitchen with a separate dining area. All blinds provided and ceiling fans. Secured building with buzzer entry system. Laundry on grounds an additional storage locker available. Each unit comes with 1 complimentary assigned parking space additional spaces are available for a small monthly fee of 20.00. Sorry no dogs or section 8. We work with individuals with challenged credit. Call us today.

QR Code Link to This Post



Fixed Payment Schedule

Displacees (persons) may elect to be paid for moving expenses based on the fixed payment schedule as established by FHWA.

The fixed payment schedule is not intended to replace the commercial move estimate or bid on a dollar for dollar basis. A commercial move includes overhead costs; payroll expenses; equipment; and, vehicles of a professional moving company. The homeowner would not incur those costs in a self-move and should not be compensated for them.

The fixed payment schedule includes all of the these items: transportation; packing; crating; unpacking; uncrating; disconnecting and reconnecting utilities; dismantling; removing; reassembling and reinstalling machinery; equipment and appliances; and, disposal of personal property on site.

Fixed Payment Schedule and Dislocation Allowance as Set by FHWA

Effective August 24, 2015

| No. of Rooms | Occupant With Furniture | Occupant Without Furniture |
|--------------|-------------------------|----------------------------|
| 1 | \$550 | \$440 |
| 2 | \$730 | \$545 |
| 3 | \$935 | \$650 |
| 4 | \$1,140 | \$755 |
| 5 | \$1,350 | \$860 |
| 6 | \$1,560 | \$965 |
| 7 | \$1,765 | \$1,070 |
| 8 | \$1,975 | \$1,175 |
| Addl. Room | \$260 | \$105 |

Exceptions:

1. The payment to a person with minimal possessions who occupies a dormitory style room or whose residential move is performed by an agency at no cost to the person is limited to \$100.00.
2. An occupant is paid on an actual cost basis for moving a mobile home from a displacement site. In addition, a reasonable payment to the occupant for packing and securing property for the move may be paid at the agency's discretion.

CLAIMANT CERTIFICATION

1. The undersigned certifies that the foregoing statement is true and correct and that the damages described herein exist and costs have been suffered by me (us) in the amount shown after each item.
2. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Village of Mount Pleasant and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.
3. In claiming payment for an amount under Item 5 [s.32.19(4)(a)], I (We) certify that: I (We) was (were) in occupancy at least 180 days prior to the date of initiation of negotiations for the acquisition of the property.
4. In claiming payment for an amount under Item 8 or 9 [s.32.19(4)(b)], I (We) certify that: I (We) was (were) in lawful occupancy for not less than 90 days prior to the initiation of negotiations for the acquisition of the property.
5. I (We) certify that: to the best of my (our) knowledge the replacement dwelling I (We) have purchased and occupy, meets the decent, safe and sanitary standards prescribed by state and federal regulations for such property.
6. In claiming payment for an amount under Item 10 or 11 [s.32.19(4m)], I (We) certify that: I (We) owned and occupied the business operation or owned the farm operation for not less than 1 (one) year prior to the initiation of negotiations for the acquisition of the property.
7. Any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined in 24.208(i) CFR. I certify that all member(s) of my household or all owner(s) of an unincorporated business, farm, or nonprofit organization is (are) a citizen or national of the United States, or an alien who is lawfully present in the United States.

AGREEMENT AND CERTIFICATION

Owner-Occupant claiming a Replacement Housing Payment (Item 5, s.32.19(4)(a)), and/or Replacement Business Payment (Item 10, s.32.19(4m)(a)), and/or a Replacement Farm Payment for Lands (Item 10, s.32.19(4m)(a)) acquired by any Conveyance or by an Award of Damages pursuant to Chapter 32, Wisconsin Statutes. Claimant understands that, in the event of an appeal from an Award of Damages, s.32.05(9) or from the amount of compensation stated on the Warranty Deed, s.32.05(2a) for the required right of way from a residential, business, or farm property, any increase in the Basic Award shall be reduced by the amount of the replacement residential, business or farm payment as claimed. If the residence is located on a farm or business property or on a land area larger than that typical for residential site purposes, the claimant understands that any increase in the Basic Award attributable to the residential portion shall be computed in the same percentage ratio established in the offering price of the Basic Award. Any increase in the Basic Award, attributable to the business portion shall reduce the amount of the replacement business payment. The business portion shall be computed in the same percentage ratio established in the offering price of the Basic Award. Any increase in the Basic Award, attributable to the farm portion shall reduce the amount of the replacement farm payment. The farm portion shall be computed in the same percentage ratio established in the offering price of the Basic Award. In no event shall the final determination of just compensation be reduced by more than the amount of the replacement residential, business or farm payment.

X

 Claimant Signature Date
 Sean McFarlane

 Print Name

X

 Claimant Signature Date
 Pamela Voss

 Print Name

(Notarization is required for claims for Replacement Payments ONLY.
 Items 5 and 10 Comm. 202.90 (6) advance payments in condemnation.)

_____ Date

State of Wisconsin

_____ County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

X

 Signature, Notary Public, State of Wisconsin

_____ Print Name, Notary Public, State of Wisconsin

_____ Date Commission Expires

INSTRUCTIONS

1. IMPORTANT: Attach all receipted bills, paid statements and other factual data supporting your claim for review. In support of a "net rental loss" claim, submit a record of all rent for the property in question showing that the losses claimed are directly attributable to the public improvement and that losses exceed the normal rental or vacancy experience for similar properties in the area.
2. This claim must be signed by claimant and such signature must be notarized prior to the time application is submitted to the state for Items 5 and 10.
3. Mail this form and ALL receipted bills and factual data to the Village of Mount Pleasant.

OCCUPANCY AND USE AGREEMENT

This agreement between the Village of Mount Pleasant, OWNER, and Sean McFarlane and Pamela Voss, TENANT, constitutes a granting of the right to occupy and use, for residential purposes only, the following described land, to wit: 12305 Braun Road, Sturtevant, WI 53177.

The right of occupancy of the TENANT shall begin on the closing of the property to the Owner on April 30, 2018 and ending 90 days from the date of closing or on July 30, 2018 subject to the following rights of the OWNER and contingent upon the proper performance of the following obligations of the TENANT:

1. It is agreed by and between the parties hereto that the TENANT shall have free rent occupancy of the property during this 90 day period. The TENANT shall vacate the premises by July 30, 2018.
2. The OWNER and OWNER's agent(s) shall have the right to enter upon the property for reasonable inspection with a 24 hour notice to TENANT. OWNER agrees that TENANT may, at TENANT's discretion, accompany OWNER during any inspection.
3. TENANT shall maintain their Personal Property and Personal Liability Insurance for the premises.
4. The TENANT agrees that the right of possession shall not include the right to rent or lease or permit any occupancy to a third party not named in this Agreement.
5. TENANT has examined and knows the condition of said premises, and has received same in good order and repair, except as herein otherwise specified, and no representations as to the condition or repair thereof have been made by OWNER or his Agent prior to, or at the execution of this lease, that are not herein expressed or endorsed. TENANT shall keep said premises in a clean and tenantable condition, and shall be liable for all acts of negligence by TENANT and guests.
6. The TENANT will be responsible for the normal maintenance of all improvements, including snow removal and lawn mowing. TENANT further agrees not to remove from the premises any soil, vegetation, or land improvements without written permission of the OWNER.
7. Premises herein leased and every part thereof shall, during said term, be used only for residential purposes by TENANT and his immediate family and TENANT will not permit said premises to be used for any unlawful purpose that will injure the reputation of same or the building of which they are a part.
8. The TENANT agrees to pay all claims against themselves or the property which may arise as a result of their occupancy; agrees to save harmless the OWNER from claims as may arise from said occupancy.
9. The TENANT shall give the OWNER written notice of the date of vacancy and turn over to the OWNER all keys at vacancy inspection with the relocation agent, as soon after vacating as possible.
10. TENANT agrees to remove all personal property when vacating the premises. Should TENANT leave any personal property when vacating, the OWNER shall have the right to dispose of said property as provided by law; Section 704.05 (5) Wis Stats.
11. The TENANT acknowledges that the residential moving payment, if applicable, will not be made to the TENANT until ALL personal property is removed from the premises including any and all hazardous waste materials that may be on the property, (oil, paint, tires, insecticides, etc.), unless a prior Written Agreement has been reached regarding specific items. The TENANT shall be charged for any cost incurred by the OWNER for the disposal of any abandoned property not included in the aforementioned written agreement and/or for the replacement of any of the owners smoke detectors.
12. TENANT is responsible for all utility bills connected with the property and buildings including water, sewer, electricity, gas and/or other heat sources. At such time of vacation, the TENANT shall notify respective utility companies of their moving plans and request a final reading done up to that date. All utility charges incurred by the TENANT shall be the responsibility of the TENANT.
13. If the premises are damaged by fire or other casualty to a degree which renders them untenable, this lease may be terminated at the option of either TENANT or OWNER. TENANT agrees to vacate premises at the end of said term, and deliver all keys to OWNER.

14. It is further agreed that should major property damage result through no fault of either party, the OWNER reserves the right to terminate this agreement.
15. Should TENANT neglect or fail to perform and observe any of the terms of this lease, OWNER shall give TENANT written notice of such breach, delivered to TENANT personally or mailed by Certified Mail. If TENANT fails to correct said breach within 10 days, OWNER may declare this lease terminated and instituted action to expel TENANT from the premises.
16. It is agreed OWNER shall have the right to claim damages against the TENANT, upon surrender of possession by the TENANT, in the event that said TENANT has not complied with this Agreement.

The above agreement is accepted by the following:

TENANT

Sean McFarlane

Pamela Voss

Date

The above agreement is accepted by the Village of Mount Pleasant.

By: _____
Authorized Signature

Date

Title